BOARD OF SUPERVISORS

AGENDA

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

OCTOBER 25, 2011

8:30 A.M. YUBA COUNTY WATER AGENCY

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting.  As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Stocker

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

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

A. Clerk of the Board of Supervisors

1. Approve the minutes of the regular meetings of September 27 and October 11, 2011.(464-11)

B. Community Development and Services

1. Approve contract with Dokken Engineering for professional services for closeout design of Feather River Boulevard - State Route 70 Interchange and authorize the Chair to execute upon review and approval of Counsel. (465-11)

2. Adopt resolution approving transfer of five parcels of real property to the County of Yuba Resources Conservation District and approve transfer of one parcel to the City of Marysville under the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 program. (466-11)

3. Adopt resolution approving application for Department of Transportation National Infrastructure Investments Tiger Discretionary Grants for Beale Air Force Base Gateway Complete Streets and Economic Revitalization project. (467-11)

4. Approve Amendment No. 1 to agreement with Sandgren Real Estate Group - Helm Properties for the neighborhood stabilization program and authorize the Chairman to execute. (468-11)

C. Health and Human Services

1. Approve agreement with Yuba College for the Independent Living Program and authorize Chair to execute same. (Human Services Committee recommends approval) (469-11)

2. Approve In-Home Supportive Services Fraud Prevention Plan, accept State and Federal funds, and authorize Chair to execute plan. (Human Services Committee recommends approval) (470-11)

IV. SPECIAL PRESENTATION

A. Present 2011 Employee Recognition Awards. (Fifteen minute estimate) (471-11) (No background material)
V. PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

VI. CORRESPONDENCE - (473-11)
A. Notice from California Department of Fish and Game of a public hearing November 28, 2011 at 10:00 a.m. in Sacramento regarding action relating to the SHARE Program. (Copy provided to Yuba County Fish and Game Advisory Commission)
B. Letter from Linda Fire Protection District Chairman Robert Shim regarding a survey/questionnaire.
C. Notice from California Fish and Game Commission relating to public use of department lands. (Copy provided to Fish and Game Advisory Commission)

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

VIII. CLOSED SESSION: Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.
A. Threatened litigation pursuant to Government Code §54956.9(b) - One Claim/Dorris

IX. ADJOURN

COMMITTEE MEETINGS

11:00 A.M. Land Use and Public Works Committee - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)
A. Consider vacating a portion of Murphy Road No. 403 from Feather River Boulevard westerly to the easterly boundary of the Feather River Setback Levee right of way line - Community Development and Services (Five minute estimate) (474-11)

Human Services Committee - (Supervisors Stocker and Vasquez - Alternate Supervisor Abe)
A. Consider Memorandum of Understanding with State of California Department of Public Health to transfer medical surge assets - Health and Human Services (Ten minute estimate)
B. Consider agreement with GraceSource Inc. for the Differential Response Services under the combined Child Abuse Prevention Intervention and Treatment, Community Based Child Abuse Prevention, and County Children’s Trust Fund programs - Health and Human Services (Ten minute estimate)

10/28/2011 - 8:30 A.M. Bi-County Juvenile Hall/Mental Health Committee
Juvenile Hall Administration Building
Conference Room
1023 Fourteenth Street
Marysville, Ca  95901

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 one full business day 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.
PUBLIC INFORMATION

PUBLIC COMMUNICATIONS: Members of the public shall be allowed to address the Board of Supervisors on items not appearing on the agenda which are of interest to the public and are within the subject matter jurisdiction of the Board, provided that no action shall be taken unless otherwise authorized by law. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.

AGENDA ITEMS: The opportunity of the public to be heard on an item shall be provided during the consideration of that item. In the interest of time, the Board has limited the length of such comment or input on each item to 15 minutes total, with a limit of no more than 5 minutes per person or group. The period for public comments on a particular item may be extended upon a majority vote of the Board. These time limits do not apply to applicants appearing before the Board on behalf of their applications.

ACTION ITEMS: All items on the Agenda under the headings “Consent,” “County Departments,” Ordinances and Public Hearings,” “Items of Public Interest,” and “Closed Session,” or any of them, are items on which the Board may take any action at this meetings.

PUBLIC HEARINGS: All members of the public shall be allowed to address the Board as to any item which is noticed on the Board's agenda as a public hearing. The Board has limited each person or group input to no more than 3 minutes. Any person or group may provide the Board with a written statement in lieu of or in supplement to any oral statement made during a public hearing. Written statements shall be submitted to the Clerk of the Board.

ORDINANCES: Ordinances shall not be passed within five days of their introductions, nor at other than a regular meeting or at an adjourned regular meeting. The Board of Supervisors will address ordinances at first readings. The public is urged to address ordinances at first readings. Passage of ordinances will be held at second readings, after reading the title, further reading is waived and adoption of the ordinance is made by majority vote. An urgency ordinance may be passed immediately upon introduction. The Board reserves the right to amend any proposed ordinances and to hold a first reading in lieu of a second reading.

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

SCHEDULED LUNCH BREAK: Between the hours of 12:00 noon and 1:00 p.m. and at the discretion of the Chair, the Board will recess one hour for lunch.

SPECIAL MEETINGS: No public comment shall be allowed during special meetings of the Board of Supervisors, except for items duly noticed on the agenda.

PUBLIC INFORMATION: Copies of §6.7 shall be posted along with agendas.

End
THIS PAGE INTENTIONALLY LEFT BLANK
CONSENT
AGENDA
The County of Yuba
BOARD OF SUPERVISORS

SEPTEMBER 27, 2011 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:41 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Abe presided.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All Present

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

Chairman Abe read from Roberts Rules of Order Title XII Section 43 Rules Governing Debate.

County Counsel Angil Morris-Jones requested to postpone item 6B to October 11, 2011, at the request of the claimant.

MOTION: Move to approve Consent Agenda  MOVED: Andy Vasquez SECONED: John Nicoletti
AYES: John Nicoletti, Andy Vasquez, Mary Jane Griego, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

A. Clerk of the Board of Supervisors

1. Reappoint Mimi Mathews to the Yuba County Assessment Appeals Board No. 2 for a term to expire the first Monday of September 2014. (414-11) Approved.

2. Authorize Budget Transfer in the amount of $461.25 from the 4H Trust Fund to Account No. 101-0101-411-5240 (4H Camp) for land management and timber sale administration at the 4H property. (415-11) Authorized.

3. Approve minutes of the regular meeting of September 13, 2011. (416-11) Approved as written.

B. Community Development and Services

C. Human Resources

1. Adopt resolution adopting the Departmental Position Allocation in its entirety as it relates to the 2011-2012 Fiscal Year Budget. (418-11)

   Adopted Resolution No. 2011-82, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION ADOPTING THE DEPARTMENTAL POSITION ALLOCATION IN ITS ENTIRETY RESOLUTION NO. 2010-112."

2. Adopt resolution amending the Classification System-Basic Salary/Hourly Schedule as it relates to the 2011-2012 Fiscal Year Budget. (419-11)

   Adopted Resolution No. 2011-83, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AMENDING THE CLASSIFICATION SYSTEM - BASIC SALARY/HOURLY SCHEDULE RESOLUTION NO. 2009-89."

D. Probation

1. Authorize the Chief Probation Officer to extend temporary transfer of Glen Harris to Probation Program Manager Classification at the Bi-County Juvenile Hall for a period of 12 months. (420-11) Approved.

2. Approve five agreements with Marysville Joint Unified School District and one agreement with Wheatland School District to provide Deputy Probation Officers and Intervention Counselors in the Probation and Schools Success Program and authorize the Chair to execute same. (421-11) Approved.

IV. SPECIAL PRESENTATION

A. Present proclamation declaring Bi-National Health Week October 1 - 16, 2011. (Five minute estimate) (422-11)

   Chairman Abe presented proclamation to Angel Diaz, President, North Valley Hispanic Chamber of Commerce.

   Mr. Diaz commended the Board and recapped the history of Bi-National Health Week and responded to Board inquiries.

B. Present proclamation proclaiming October 2 - 8, 2011 National 4-H Week. (Five minute estimate) (423-11)

   Chairman Abe presented proclamation to Megan Osborne 4-H Program Representative, Mary Hall 4-H Leader and Chris Greer County Director.

   Ms. Osborne commended the Board and responded to Board inquiries.

   Chairman Abe advised the hog purchased from the Yuba Sutter Fair, by the Board for the Employee Appreciation Lunch, was a 4-H project.

V. PUBLIC COMMUNICATIONS: No one came forward.
VI. COUNTY DEPARTMENTS

A. Administrative Services

1. Approve master agreement and pricing schedule with AT&T Corporation for ethernet access to manage internet service and authorize Chair to execute same. (424-11) Administrative Services Assistant Director Tara Ripka-Flores provided a brief recap and responded to Board inquiries.

   MOTION: Move to approve  MOVED: John Nicoletti  SECOND: Andy Vasquez
   AYES: John Nicoletti, Andy Vasquez, Mary Jane Griego, Roger Abe, Hal Stocker
   NOES: None  ABSENT: None  ABSTAIN: None

B. Board of Supervisors

1. Deny eight claims for refund of property taxes from Fellowship of Friends as reason cited does not meet statutory requirements. (Continued from September 14, 2010) (Fifteen minute estimate) (425-11) Postponed to October 11, 2011 at claimants request.

C. County Administrator

1. Authorize budget transfer in the total amount of $4,201 from Account No. 101-1702-411-28-00 (Special Departmental Expense) to various accounts to cover fixed assets and costs to complete media project. (Ten minute estimate) (426-11) Economic Development Coordinator John Fleming recapped media project and responded to Board inquiries.

   MOTION: Move to approve  MOVED: John Nicoletti  SECOND: Hal Stocker
   AYES: John Nicoletti, Hal Stocker, Andy Vasquez, Mary Jane Griego, Roger Abe
   NOES: None  ABSENT: None  ABSTAIN: None

2. Receive information on current codes regulating Auditor Controller's Office and options for filling position, and take action as appropriate. (Five minute estimate) (427-11) County Administrator Robert Bendorff recapped options and alternatives, and responded to Board inquiries.

   Following Board discussion County Counsel Angil Morris-Jones advised additional position requirements, qualities and continuing education could be determined and adopted by the Board at a later date.

   MOTION: Move to take action for the appointment of an interim Auditor Controller
   MOVED: John Nicoletti  SECOND: Andy Vasquez
   AYES: John Nicoletti, Andy Vasquez, Mary Jane Griego, Roger Abe, Hal Stocker
   NOES: None  ABSENT: None  ABSTAIN: None

   Following additional Board discussion, Chairman Abe established an Ad Hoc committee to review position requirements for Auditor-Controller, appointing Supervisors Nicoletti and Vasquez to serve and work with the County Administers, County Counsel and Auditor.

   Supervisor Griego left the meeting at 9:59 a.m. and did not return.
D. Probation

1. Approve plan and recommendations for AB 109 Criminal Justice Realignment. (30 minute estimate) 
   (428-11) Chief Probation Officer Jim Arnold provided a brief recap of recommendations and responded 
   to Board inquiries:
   - Consider and adopt the AB 109 Implementation Plan as the County of Yuba’s Public Safety 
     Realignment plan
   - Appoint the Sheriff as the County Correctional Administrator and authorize him to offer a home 
     detention program
   - Authorize the Sheriff as the County’s Correctional Administrator to administer a home detention 
     program
   - Authorize the Sheriff as the County Correctional Administrator to offer an electronic monitoring 
     program
   - Authorize the Sheriff to offer a voluntary work release program
   - Approve the Sheriff and Chief Probation Officer to operate a Day Reporting Center
   - Authorize the Chief Probation Officer to offer an electronic monitoring and/or home detention 
     program
   - Endorse the use of County Parole as a possible alternative to incarceration for eligible inmates
   - Approve the funding division and summary of spending methodology outlined in the Implementation 
     Plan

   MOTION: Move to approve plan and recommendations
   MOVED: John Nicoletti SECOND: Hal Stocker
   AYES: John Nicoletti, Hal Stocker, Andy Vasquez, Roger Abe
   NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

VII. CORRESPONDENCE - (429-11)

A. Notice from the Yuba County Auditor-Controller enclosing Independent Audit and financial reports for 
   Foothill Fire Protection District dated June 30, 2010 and 2011. Accepted.

B. Two notices from State of California Emergency Management Agency advising of disaster designation for 
   Nevada County including contiguous county of Yuba due to agricultural losses causes by snowstorms 
   February 24, 2011 through May 16, 2011. Accepted.

VIII. BOARD AND STAFF MEMBERS’ REPORTS: Reports were received on the following:

Supervisor Vasquez:
  - Student tour of Bullards Bar Tour Sunday, August 25, 2011
  - Regional Council of Rural Counties (RCRC) annual conference held August 21 - 23, 2011
  - Donated RCRC gift basket to Trauma Intervention Program

Supervisor Stocker:
  - Memorial Adjournment - Leonard T. Wright
  - Tour around Camptonville Sunday, September 25, 2011
  - Foothills timber harvest and sustainable communities
Supervisor Nicoletti:
- Employee Appreciation Picnic September 30, 2011
- Tsi-Akim Maidu Indigenous Peoples Days October 2011 drawing media attention
- Yuba Sutter Farm Bureau hosted Ag Theft meeting held Thursday, September 22, 2011
- County Medical Services Program Board meeting held Thursday, September 22, 2011
- Peach Tree Health Care Board of Directors and Yuba Sutter Arts meeting held Wednesday, September 28, 2011

Supervisor Abe:
- RCRC annual conference held August 21 - 23, 2011
- Yuba Sutter Farm Bureau meeting September 26, 2011
- Employee Appreciation Picnic September 30, 2011 and commended Board members for assistance with purchase of the hog
- Memorial Adjournment - Sgt. David Eckley

County Administrator Robert Bendorf:
- RCRC annual conference held August 21 - 23, 2011
- Employee Appreciation Picnic September 30, 2011

IX. **RECESS** at 10:29 a.m. and reconvened at 1:30 p.m. with all present as indicated above with the exception of Supervisor Griego.

X. **APPEAL HEARING**

Chairman Abe announced the Board of Supervisors meeting scheduled for October 4, 2011 had been cancelled.

A. Hearing on decision of Chief Building Official filed on behalf of Kohsman's Inc./Ivy Shop/Garden Shop located at 5040 Olivehurst Avenue, Olivehurst and take action as appropriate. (60 minute estimate) (430-11) Chairman Abe requested to verify the issues the parties would like to address.

Chief Deputy County Counsel Pat Garamone advised the following:
- Was Kohsman's entitled to a stay pursuant to the Housing Code
- Was Kohsman's entitled to an appeal pursuant to the Housing Code
- Was decision of the Building Inspector to revoke the building permit and the Certificate of Occupancy for the Garden Shop permissible

Attorney Jeffrey S. Kravits felt the most important item to decide was whether the revocation was permissible.

Chairman Abe advised once the revocation issue was decided it would take care of the first two issues. Mr. Kravits concurred.

The Deputy Clerk administered the oath to the following:
- Mr. Robert Smith
- Chief Building Official Martin Griffith

Mr. Kravits outlined his case including the following:
- Housing code violations cited are based on immediate health and safety violations which was not correct
• Certificate of Occupancy was not revoked due to a health and safety issue
• Letter was sent and then rescinded

Mr. Kravits called Mr. Robert Smith who testified he was advised by Mr. Griffith to sign the document in the boxes marked with an "x" and, additionally advised the lease agreement included a handicap parking stall.

Mr. Kravits responded to Board inquiries.

Chief Deputy Counsel Pat Garamone outlined her case including the following:
• Paperwork and Plans submitted to the Building Department indicated business was a retail garden shop
• Floor plan submitted did not reveal partitions or walls
• Final inspection did not reveal any partitions or walls
• After the opening of the business Building Department received complaints from neighbors

Ms. Garamone called Chief Building Official Martin Griffith who testified to the following:
• Location of walls, half walls, partitions and counters with Plexiglas was installed after final inspection
• Containers of marijuana for sale
• Signage indicating business was a collective and not open to the public

Ms. Garamone responded to Board inquiries.

Following Board discussion Chairman Abe opened the hearing for public comment. No one came forward.

MOTION: Move to uphold Building Department decision on the revocation of the Certificate of Occupancy
MOVED: Andy Vasquez  SECOND: Hal Stocker
AYES: Andy Vasquez, Hal Stocker, John Nicoletti, Roger Abe
NOES: None  ABSENT: Mary Jane Griego  ABSTAIN: None

XI. CLOSED SESSION: The Board retired into closed session at 2:17 p.m.

A. Potential litigation pursuant to Government Code §54956.9(b) - One Claim/Koshman's Inc.

The Board returned from closed session at 2:21 p.m. with all members present as indicated above with the exception of Supervisor Griego.

County Counsel Angil Morris-Jones advised the Board gave direction to deny the claim by unanimous vote.

XII. ADJOURN: 2:21 p.m. in memory of Mr. Leonard T. Wright and Sgt. David Eckley by Chairman Abe.

______________________________  Chair
ATTEST: DONNA STOTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

______________________________  Approved: __________________________
BY: Rachel Ferris, Deputy Clerk

09/27/2011 - BOS  
MINUTE BOOK NO. 68 PAGE 174
The County of Yuba
BOARD OF SUPERVISORS

OCTOBER 11, 2011 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met in special session on the above date, commencing at 9:43 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger Abe, and Hal Stocker. Mary Jane Griego was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemyer. Chairman Abe presided.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Griego

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - All Present

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

MOTION: Move to approve
MOVED: Hal Stocker
SECOND: John Nicoletti
AYES: Hal Stocker, John Nicoletti, Andy Vasquez, Mary Jane Griego, Roger Abe
NOES: None
ABSENT: None
ABSTAIN: None

A. Agricultural Commissioner

1. Authorize expenditure not to exceed $1,300 from Fish and Game Advisory Commission Account No. 104-9000-427-2300 for the purchase of 100 pheasants to be used for the 2011 California Deer Association Special Needs Pheasant Hunt. (Protective Inspection Committee recommends approval) (433-11) Approved.

2. Adopt resolution ratifying and approving the submittal of an application for a National Rifle Association Grant submittal of a National Rifle Association Grant on behalf of the Fish and Game Advisory Commission to purchase pheasants for 2012 Juniors, Women, and Mobility Impaired Pheasant Hunt and authorizing the Agricultural Commissioner to execute any documents required and/or related to the application and administration of the grant. (Protective Inspection Committee recommends approval) (434-11) Adopted Resolution No. 2011-84, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A NATIONAL RIFLE ASSOCIATION GRANT BY THE YUBA COUNTY AGRICULTURAL COMMISSIONER ON BEHALF OF THE FISH AND GAME COMMISSION TO EDUCATE INDIVIDUALS ABOUT HUNTING SAFETY AND MARKSMANSHIP AND AUTHORIZING THE AGRICULTURAL COMMISSIONER TO EXECUTE ANY DOCUMENTS REQUIRED AND/OR RELATED TO THE APPLICATION AND ADMINISTRATION OF THE GRANT."
B. Board of Supervisors

1. Appoint Al Lassage, Paul Baggett, and Earl Parker for four-year terms and Guiseppe Rioni for a two-year term to the Brophy Water District pursuant to Election Code §10515. (435-11) Approved.

C. Clerk of the Board of Supervisors

1. Approve minutes of the workshop of September 19, regular and final budget hearings of September 20, 2011. (436-11) Approved as written.

D. Community Development and Services

1. Adopt resolution to approve application for grant funds for the California River Parkways Grant for the Sycamore Ranch River Parkway. (437-11) Public Works Director responded to Board inquiries regarding funding for project design.

MOTION: Move to adopt
MOVED: Hal Stocker
SECOND: Mary Jane Griego
AYES: Hal Stocker, Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe
NOES: None
ABSENT: None
ABSTAIN: None

Adopted Resolution No. 2011-85, which is on file in Yuba County Resolution Book No. 42 entitled: "APPROVE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA RIVER PARKWAYS GRANT PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL BOND ACT OF 2006 (PROPOSITION 84)."

E. County Administrator

1. Authorize Budget Transfer in the amount of $5,548.84 from various Development Impact Fees to Account No. 101-1700-411-2300 (Professional Services) for Five-Year Development Impact Fee Report preparation. (438-11) Approved.

F. Health and Human Services

1. Adopt resolution amending Standards of Aid for General Assistance Program which serves eligible indigent and poor residents. (439-11) Adopted Resolution No. 2011-86, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AMENDING THE GENERAL ASSISTANCE TABLE (SECTION 9.6) OF RESOLUTION NO. 2009-91."

2. Adopt resolution approving agreement with State Department of Public Health for STD Prevention and Control Program grant funds. (440-11) Adopted Resolution No. 2011-87, which is on file in Yuba County Resolution Book No. 42 entitled: "AUTHORIZE THE YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT TO ENTER INTO AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR SEXUALLY TRANSMITTED DISEASE (STD) AWARENESS AND PREVENTION AND CONTROL GRANT FUNDS FOR THE PERIOD OF JULY 1, 2011 THROUGH JUNE 30, 2013: AND FURTHER, AUTHORIZE THE CHAIRMAN TO EXECUTE DOCUMENTS AS REQUIRED BY THE GRANT OR PERTINENT TO THIS PROGRAM AND TO AUTHORIZ THE ACCEPTANCE OF FUNDS."

IV. SPECIAL PRESENTATION
A. Present proclamation to Casa de Esperanza, Inc. declaring October Domestic Violence Awareness Month. (441-11) Proclamation presented.

B. Receive presentation on Annual Report from Law Library Board of Trustees. (Ten minute estimate) (442-11) Law Library Board President Carl Lindmark recapped online legal research available for residents.

V. PUBLIC COMMUNICATIONS:

Dr. Douglas Houston, Yuba Community College Chancellor, introduced himself advising a presentation would be coming to the board in the near future regarding an updated District Strategic Plan, commended the Board regarding the campus solar project, and responded to Board inquiries.

Ms. Martha Griese, Red Cross, recapped services provided to residents displaced by the fire at Traveler's Inn and responded to Board inquiries.

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. Approve Timber Harvest Plan and authorize Budget Transfer in the amount of $2,405.94 from 4H Camp Trust Fund for cost of development of plan. (Five minute estimate) (443-11) Administrative Services Director Doug McCoy recapped the need for a timber harvest plan and responded to Board inquiries.

   MOTION: Move to approve            MOVED: John Nicoletti         SECOND: Mary Jane Griego
   AYES: John Nicoletti, Mary Jane Griego, Andy Vasquez, Roger Abe, Hal Stocker
   NOES: None  ABSENT: None  ABSTAIN: None

B. Board of Supervisors

1. Consider eight claims for refund of property taxes from Fellowship of Friends and take action as appropriate. (Continued from September 14, 2010 and September 27, 2011) (Fifteen minute estimate) (425-11) Ms. Katherine Lutton, Counsel on behalf of the Fellowship, recapped the request for refund based on a religious, welfare exemption.

   County Counsel Angil Morris-Jones recapped the history of the request advising the grounds submitted are not within the grounds for statutory requirements and responded to Board inquiries.

   Ms. Lutton requested a two-week postponement on the claim for refund.

   Mr. Greg Holman, Fellowship President, responded to Board inquiries.

   Public Comment: Ms. Mary Battista, Browns Valley, urged a two week postponement

   MOTION: Move to deny claims for refund
   MOVED: John Nicoletti         SECOND: Mary Jane Griego
   AYES: John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker
   NOES: Andy Vasquez  ABSENT: None  ABSTAIN: None

C. Community Development and Services
1. Authorize Budget Transfer in the amount of $45,000 from the Fifth Street Bridge Contingency Fund to Account No. 101-0101-411-23-07 for county share to install median safety barrier. (Five minute estimate) (444-11) Public Works Director Mike Lee recapped maintenance required and responded to Board inquiries.

MOTION: Move to approve MOVED: Mary Jane Griego SECOND: Hal Stocker
AYES: Mary Jane Griego, Hal Stocker, Andy Vasquez, John Nicoletti, Roger Abe
NOES: None ABSENT: None ABSTAIN: None

2. Adopt resolution approving acquisition of real property at 4667 Skyway Drive, APN 013-560-050, and designate for use as the primary corporation yard, along with adjacent County owned parcel APN 013-560-051. (Ten minute estimate) (445-11) Public Works Director Mike Lee recapped the purchase and responded to Board inquiries.

MOTION: Move to adopt MOVED: Hal Stocker SECOND: Mary Jane Griego
AYES: Hal Stocker, Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe
NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2011-88, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY (APN 013-560-050) FROM CITIZENS BANK OF NORTHERN CALIFORNIA AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE ALL DOCUMENTS REQUIRED TO FINALIZE THE PURCHASE OF THE REAL PROPERTY."

VII. CORRESPONDENCE - (446-11)

A. Letter from Yuba Sutter United Way regarding 2011-2012 Campaign. Accepted.

B. Three notices from California Fish and Game Commission regarding proposed regulatory action regarding the taking of abalone, Oroville-Thermalito Complex Regulations for take of Non-Indigenous Coho Salmon and south coast marine protected areas. (Copy provided to Fish and Game Advisory Commission) Accepted.

VIII. BOARD AND STAFF MEMBERS' REPORTS: Reports were received on the following:

Supervisor Stocker:
- Memorial Adjournment - Mrs. Cynthia Jean Newlin
- Local Government Commission First Thursday Dinner and presentation by Planning Director Wendy Hartman
- Indigenous Peoples Days held at Sycamore Ranch Park on October 7, 2011
- Increase in economic growth in Yuba County

Supervisor Griego:
- Local Government Commission First Thursday Dinner and presentation by Planning Director Wendy Hartman
- Feather River Air Quality Management District Directors meeting and air quality hearing
- LAFCO meeting held October 5, 2011
- Sacramento Area Council of Governments Directors meeting and additional meetings regarding flood control
Supervisor Nicoletti:
- Memorial Adjournment - Ms. Pam Saucier
- Homelessness of mothers and children
- Community Services Commission grant awards
- Mini grants for school supplies
- 100 year celebration for Taiwan
- Indigenous Peoples Days held at Sycamore Ranch Park on October 7, 2011
- Appointment of Charlton "Chuck" Bonham as Director of California Department of Fish and Game
- Feather River Air Quality Management District Directors meeting October 3, 2011

Supervisor Vasquez:
- Effects of marijuana on children and ordinance to regulate medical marijuana growth

Supervisor Abe:
- Tour of Naumes, Inc. held September 29, 2011
- Feather River Air Quality Management District Directors meeting October 3, 2011
- LAFCO meeting held October 5, 2011
- Indigenous Peoples Days held at Sycamore Ranch Park on October 7, 2011
- Memorial Adjournment - Mrs. Virginia Valles

County Administrator Robert Bendorf:
- Tour of Naumes, Inc. held September 29, 2011
- Upcoming agenda items regarding legislation, public defender first conflict agreement, and quarterly financial report
- Continued discussion on franchise agreement extension for collection and disposal with Recology

IX. CLOSED SESSION: The Board retired into closed session at 10:56 a.m. to discuss the following:

A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - MSA/County of Yuba

B. Personnel pursuant to Government Code §54957 - Department Head Evaluation/County Counsel

Counsel Angil Morris Jones left closed at 10:59 a.m. during discussion of evaluation.

The Board returned at 11:19 a.m. with all Board and staff present as listed above.
Chairman Abe advised direction was provided on Item A, and on item B the Board decided not to perform an evaluation at this time.

X. ADJOURN: 11:20 a.m. in memory of Mrs. Cynthia Jean Newlin, Ms. Pam Saucier, and Mrs. Virgina Vales by Chairman Abe.

__________________________
Chair

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: ____________________

10/11/11 - BOS

MINUTE BOOK NO. 68 PAGE 179
October 25, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: Approval to Execute Contract with Dokken Engineering to Provide Closeout Design Services for the Feather River Blvd/ SR 70 Interchange Project

RECOMMENDATION:

That the Board approve the contract with Dokken Engineering to provide professional services for the closeout design of the interchange at Feather River Blvd. and SR 70 and authorize the Chair to execute same pending approval by County Counsel.

BACKGROUND:

The Plumas Lakes Specific Plan (PLSP) includes significant transportation infrastructure needs which include two interchanges on SR 70. These are located at Plumas Lake Blvd and Feather River Blvd. The interchange at Plumas Lake Blvd was completed in 2009. The interchange at the southern intersection of Feather River Blvd and SR 70 could not be constructed until Caltrans completed its expressway improvement project that provided a four lane configuration on State Route 70. Caltrans completed the project in 2010.

In 2005/2006 an interim signal was constructed at the southern intersection of Feather River Blvd. and SR 70. This signal was constructed to provide short term controlled access for the increased traffic resulting from the ongoing residential development. Approval by Caltrans of the interim traffic signal was conditioned on due diligence by the County towards completion of the interchange as soon as practical after the completion of the SR 70 expressway project. Design for this interchange began in 2009 to allow the County to meet this obligation.

DISCUSSION:

The project manager of the design services contract for the Feather River Blvd/ State Route 70 Interchange project has resigned her position at David Evans and Associates (DEA) and has accepted a position at Dokken Engineering. In order to facilitate the timely completion of the project design, and maintain the continuity of having the same project manager complete the project, the Public Works Department wishes to enter into a contract with Dokken Engineering to provide closeout design services.

COMMITTEE ACTION:

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

FISCAL IMPACT:

Completion of the PS&E package will not exceed $105,420. The closeout design for this project will be funded with PLSP/NASA traffic impact fees that have been budgeted in the FY 11/12 budget.
AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT for design services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

DOKKEN ENGINEERING
"CONSULTANT"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: October 25, 2011

Termination Date: April 25, 2013

The term of this Agreement shall become effective on October 25, 2011, and shall continue in force and effect for a period of eighteen (18) month(s), unless sooner terminated in accordance with the terms of this Agreement.

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

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

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

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

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

5. **ADDITIONAL PROVISIONS.**

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

6. **GENERAL PROVISIONS.**

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

7. **DESIGNATED REPRESENTATIVES.**

Michael G. Lee, is the representative of the COUNTY and will administer this Agreement for the COUNTY. Richard Liptak is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. **ATTACHMENTS.**

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment F - Fee Proposal
9. TERMINATION.

COUNTY and CONSULTANT shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ________________________, 2011.

"COUNTY"                                      "CONSULTANT"

COUNTY OF YUBA

_________________________                        _________________________
Roger Abe, Chairman                               Richard Liptak,
Board of Supervisors                              President

_________________________
Martha K. Wilson, Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL
A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties include the following:

**Scope of Services**

**Task 1 - Project Management**

1.1 Meetings and Coordination

*PDT Meetings*: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include Dokken Engineering's PM, consultant task leads as needed, County and Caltrans staff and other stakeholders as necessary. For the remaining 18-month duration of the project, Dokken Engineering will attend and facilitate up to eight (8) PDT meetings.

*Deliverables*: Meeting notices, agendas and minutes

1.2 Project Administration

Dokken Engineering will monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system
- Prepare Subconsultant agreements
- Monitor Subconsultant progress and review/approve invoices
- Prepare monthly Progress Reports and client invoices
- Prepare, monitor and adjust CPM Schedule (MS Project)

*Deliverables*: 18 Monthly Status Reports/Invoices

*CPM Schedule (MS Project)*

**Task 2 - Mapping and Surveys**

2.1 Conform Surveys

The Dokken Engineering team will coordinate with REY Engineers to obtain the surveys needed along the recently completed Highway 70 improvements. Dokken Engineering will provide exhibits describing the work to be completed, coordinate the work with the potholing effort, and answer questions from the field associated with the data required.
Deliverables: Exhibits to REY

2.2 Evaluate Updated Survey
Based on the updated survey obtained in Task 2.1, Dokken Engineering will evaluate the following:

Ramp Conforms: Where the five proposed freeway ramps conform to Highway 70, Dokken Engineering will confirm that the existing design plans reflect the conform elevations obtained in the survey. If the elevations are different by more than 0.05-foot, Dokken Engineering will update the plans to reflect the new conform elevations.

Bridge Clearance: Dokken Engineering will evaluate the updated pavement elevations where the Feather River Boulevard bridge is proposed to cross Highway 70 to confirm that the minimum final clearance of 16.5 feet to the proposed bridge soffit and the minimum temporary clearance of 15 feet to the proposed falsework soffit (as determined from the current structure plans) is still being met.

Stockpile Volume: Dokken Engineering will calculate the volume of the dirt stockpile located along the proposed Feather River Boulevard alignment west of Chalice Creek Drive. This volume will be used to update the quantity of import borrow needed for the project to reduce the potential for claims.

Deliverables: Supplemental Survey Data Files

Task 3 – Permitting

3.1 Biological Opinion
The Biological Opinion (BO) package was completed and submitted to the Federal Highway Administration (FHWA) via Caltrans in June 2011. Remaining tasks associated with obtaining an approved BO include:

- Responding to requests for additional information (if needed)

Deliverable: Approved Biological Opinion

3.2 Section 404 Permit
A request to re-verify the wetland delineation for this Project was sent to the Corps of Engineers (COE) on July 22, 2011. Remaining tasks associated with obtaining an approved 404 permit include:

- Upon approval of the wetland delineation by the COE and approval of the environmental document by Caltrans, the Dokken Engineering team will complete and submit the 404 application to the COE.

- Responding to requests for additional information (if needed).
3.3 Section 1602 Permit

A streambed alteration agreement, in compliance with Section 1602 of the California Fish and Game Code, will be required for this project due to the activities associated with the Algodon Canal. This permit is valid for a 5 year period with the potential for only one extension (at the discretion of the Department of Fish and Game [DFG]). As a result, a permit application package will be prepared and submitted once a construction schedule is determined. The package will include:

- A description of the project features, construction period; construction methods, impacts to vegetation, fish and wildlife, and the proposed mitigation and restoration plan
- A copy of the CEQA document for this project
- The application fee, based on the cost of each activity within a lake or stream zone (to be provided by Yuba County)

A draft version of the application will be revised based on one round of comments from the County. In addition to the delivered agency copies, two (2) printed copies and a copy in PDF of the final complete application package will be provided to the County for their files.

Deliverable: Draft and Final 1602 Application

3.4 Section 401 Permit

Section 401 of the CWA requires that the discharge of dredged or fill material into waters of the U.S., including wetlands, does not violate state water quality standards. As required by Section 404, water quality certification must be obtained for permit compliance. As part of this task, a Section 401 water quality certification application will be prepared for filing with the Central Valley Regional Water Quality Control Board (RWQCB) in tandem with the 404 permit. The application will include a copy of the Corps’ PCN, the Streambed Alteration Agreement with DFG or copy of the 1602 notification package and evidence of CEQA compliance. A fee based on the acreage of fill also will be required when the application is filed (to be provided by the County).

Deliverable: Water Quality Certification Application & Attachments

3.5 Section 2081 Permit & Consistency Determination

The Feather River Interchange footprint was covered in the 2081 permit that Caltrans obtained for the Highway 70 Upgrade Project. This permit addressed take of the giant
garter snake, Swainson’s hawk, and white-tailed kites. Caltrans subsequently mitigated for the Swainson’s hawk in the project area, but not the giant garter snake (white tailed kites are not present in the Feather River interchange footprint). Mitigation for the giant garter snake will come from mitigation credits obtained by the County on another nearby project. Following are the remaining tasks necessary to obtain an extension of the existing 2081:

- Upon acceptance of the BO by the USFWS, the Dokken Engineering team will submit a consistency determination to the DFG for their review and approval.
- Submit an extension application for the Swainson’s hawk and white-tailed kite.
- Respond to requests for additional information (if needed)

**Deliverable: Extension Request Letter**

**3.6 NPDES Permit**

To fulfill the requirements of the General Construction Activity Storm Water Permit, Dokken Engineering will prepare the following Permit Registration Documents (PRDs) for filing on the State Water Board’s Stormwater Multi-Application and Report Tracking System (SMARTS) website:

**Risk Assessment:** Preparation of the Risk Assessment will involve determining the sediment risk factor for the project site as well as the receiving water risk factor and subsequently developing the combined risk level based on a specified weighting of the two.

**Storm Water Pollution Prevention Plan (SWPPP):** Preparation of the SWPPP will involve identifying the sources that could add pollutants to stormwater discharges or could result in non-stormwater discharges, selection of the Best Management Practices (BMPs) that will control each of the identified pollutants, integration of appropriate post-construction stormwater BMPs and development of a maintenance, inspection and repair program.

**Site Map:** A project site map will be prepared to show the site topography, proposed improvements, direction of storm water flow, extents of grading, location of proposed BMPs, and sampling locations.

**Notice of Intent (NOI):** Preparation of the NOI will include providing owner and contractor information as well as construction site information such as location, type of
construction, size and total disturbed area of the project site, and the risk values used in determining sediment risk.

It is assumed that all permit fees will be paid directly by the County.

*Deliverables: NOI Application and Attachments
  SWPPP*

**Task 4 – Utility Coordination**

**4.1 Potholing**

Potholing will be needed for the utilities left in place to ensure appropriate vertical clearance below the proposed box culvert. Prior work completed on this task includes preparation of a bid request fact sheet and exhibit, request for bids from 3 potholing contractors, and ongoing coordination with the successful bidder. From this point, Dokken Engineering will request an updated bid from the previous successful bidder, obtain an encroachment permit from Caltrans, and coordinate with the successful bidder to have five potholes completed. Dokken Engineering will also coordinate with REY to provide field surveys and office support for delivering data on the utility potholes.

*Deliverables: Pothole exhibit showing depths to existing utilities*

**4.2 Utility ‘C’ Plans**

Through the utility coordination performed to date, it has been determined that a PG&E gas line and an Oliverhurst Utility District (OPUD) water line will be unaffected by the project and will therefore remain in place. Utilities affected by the project and needing to be relocated include a PG&E electric line, an AT&T communications line, a Comcast cable line and an OPUD water valve/connection stub. The PG&E electric line is planned to be re-routed north of the interchange while the AT&T and Comcast lines are anticipated to be routed through the new bridge structure.

Once a construction date for the project has been determined, Dokken Engineering will re-establish contact with PG&E, Comcast, and AT&T to affirm previous relocation plans. As part of this effort, Dokken Engineering will hold one-on-one meetings with those utilities to reach consensus on the scope, level of effort and approximate cost of the required relocations. A total of four (4) meetings are anticipated. Once consensus is reached and the utility plans are updated, Dokken Engineering will send a copy of the ‘C’ Final Plans and a County-approved letter to the utility companies. The letter will include the project schedule and deadlines for completion of utility company relocation work. For utility relocations that can occur prior to project construction (PG&E electric), Dokken will monitor and report progress to the County.
Dokken Engineering understands that the County will take the lead in coordinating with OPUD to extend their existing valve/connection stub in advance of project construction. Dokken Engineering will assist the County's efforts by participating in one (1) meeting with OPUD and providing project design information as needed to allow OPUD to design/construct their improvements.

Deliverables:  Utility Letters and Plans ('C')
               Meeting minutes (5 total meetings)

Task 5 – Right of Way Engineering & Acquisition

5.1 Prepare Final Right of Way Maps

Relinquishment Map: The Relinquishment Map has been reviewed and accepted by District 3 Right of Way staff, but CTC has yet to review and comment/approve. This task provides for coordination with Caltrans to submit the maps to the CTC, and minor edits or updates, based on CTC comments, for their acceptance of the Map.

Final Right of Way Map: Right of Way Appraisal Maps have been reviewed and accepted by District 3 Right of Way staff. Upon certification of the right of way, the Dokken Engineering team will prepare the Final Right of Way Map and submit to Caltrans for review and acceptance.

Deliverables:  Final Relinquishment Map
               Final right of way map

5.2 Appraisal and Acquisition Support

Based on the right of way work performed to date, there are two property owners from which fee take, easements, and/or temporary construction easements are needed Christopher Steele and Cresleigh Homes. It is anticipated that the Caltrans will take the lead in appraising and acquiring the right of way needed from these owners for the project. Dokken Engineering will support this effort as follows:

- Prepare preliminary exhibits and meet with affected property owners to obtain their feedback on the proposed improvements and the associated impact on the owner’s property. Dokken Engineering anticipates up to two (2) meetings total with the affected property owners.
- Comment on the feasibility of owner requests.
- Discuss improvement details in the field.
- Answer technical project questions from right of way agents and appraisers.
• Provide a valuation of improvements for owners benefit at the request of the appraisers.

Task 6 – Final Design

6.1 Roadway Design

6.1.1 Street Design

Dokken Engineering will provide oversight and guidance to David Evans and Associates’ design engineer to incorporate the remaining changes into the final shelf-ready roadway plan set including improvements to the County’s Park & Ride lot and landscaping in the southwest quadrant of the interchange.

Deliverables: Final Roadway Plans

6.1.2 Utility Plans

Based on the results of the utility coordination effort, Dokken Engineering will prepare utility plans that show the utility relocations necessary for the project. Relocations to be completed by the project will be differentiated from relocations performed by others.

Deliverables: Utility Plans

6.2 Specifications

Dokken Engineering will provide oversight and guidance to David Evans and Associates’ design engineer to complete and finalize the project specifications.

Deliverables: Final specifications

6.3 Final Cross Sections

Dokken Engineering will provide oversight and guidance to David Evans and Associates’ design engineer to complete the roadway cross-sections for Feather River Boulevard and each of the proposed ramps in accordance with Caltrans guidelines.

Deliverables: Cross-section Sheets

6.4 RE File

Dokken Engineering will provide the County with pertinent project data required to administer the construction contract. The information will be compiled in a RE File including:

• Bridge calculations
• Project quantities / cost estimates
• Drainage Report
• Foundation studies and material report
• Final Environmental Document & MMP
• Permits
- Design Exceptions
- Survey data
- Preliminary construction schedule
- Cross-sections

Dokken Engineering will work with David Evans and Associates to obtain the documentation necessary to complete the file.

Deliverables: RE Pending File

Task 7 – Environmental Documentation

7.1 Complete Initial Study/Environmental Assessment

A draft Initial Study/Environmental Assessment (IS/EA) in conformance with the Caltrans Standard Environmental Reference has been prepared for the Feather River Boulevard Interchange. This environmental document has undergone three reviews by Caltrans District 3 staff. Following are the remaining tasks necessary to complete the draft IS/EA:

- Meet with Caltrans to respond to their final comments on the draft document.
- Prepare a public draft of the document and deliver the following copies for circulation:
  - Fifteen (15) hard copies to the State Clearinghouse for circulation to State agencies.
  - Twenty (20) hard copies to the County of Yuba for distribution to the appropriate local/regional agencies at the County's discretion.
  - Twenty (20) hard copies to Caltrans District 3 for distribution to the appropriate federal agencies at Caltrans' discretion.
  - One (1) electronic copy of the public notice for the County to post: 1) with the County Clerk for a period not less than 30 days, 2) with a newspaper of regional distribution, and 3) on the County’s website.

Deliverable: Draft Environmental Document

7.2 Project Consideration Package

Upon completion of document circulation, the Dokken Engineering team will prepare the following:

- Response to Comments
- Mitigation Monitoring and Reporting Program/Record
- Approving Resolutions
• Notice of Determination
• Finding of No Significant Impact for consideration of project approval

These documents will be prepared in conformance with the Caltrans Environmental Handbook and Yuba County forms/templates. DFG filing fees are not included in this scope.

Deliverable: One (1) electronic copy of the Response to Comments,
One (1) electronic copy of the Mitigation Monitoring and Reporting Program/Record,
One (1) electronic copy of the approving resolution,
One (1) electronic copy of the Notice of Determination,
One (1) electronic copy of the Finding of No Significant Impact.

A.2. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the county. Specific date(s) to be mutually agreed upon by the COUNTY and DOKKEN ENGINEERING.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

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

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed one hundred five thousand four hundred twenty dollars ($105,420); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed one hundred fifteen thousand nine hundred sixty two dollars ($115,962) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.
ATTACHMENT C

OTHER TERMS

There are no applicable provisions under this Attachment C for this Agreement.
ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.
D.1.7 As an independent Contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

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

D.8 STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT’s profession.

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

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

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

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

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

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

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

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

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

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

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

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

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

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

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

D.20.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.20.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

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

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

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

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

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

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

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

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

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

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

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.
CONSULTANT may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.32 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
   Michael G. Lee, Director of Public Works
   Department of Public Works
   County of Yuba
   915 8th Street, Suite 125
   Marysville, CA 95901

   With a copy to:
   County Counsel
   County of Yuba
   915 8th Street
   Suite 111
   Marysville, CA 95901

If to "CONSULTANT":
   Richard Liptak, President
   Dokken Engineering
   2365 Iron Point Road, Suite 200
   Folsom, CA 95630
ATTACHMENT E

INSURANCE REQUIREMENTS

E.1 MINIMUM SCOPE OF INSURANCE. CONSULTANT shall produce 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 and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

E.1.1 Coverage shall be at least as broad as:

a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

c. Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance.

d. Errors & Omissions Liability Insurance appropriate to the consultant’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.

E.1.2 Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than:

1. General Liability: $1,000,000 Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 Per accident for bodily injury and property damage.

3. Workers’ Compensation: As required by the State of California.

Attachment E – Page 1 of 3
4. Employer’s Liability: $1,000,000  
   Each accident, $1,000,000 policy limit bodily injury by disease, $1,000,000 each employee bodily injury by disease.

5. Professional Errors and Omissions Liability: $1,000,000  
   Per occurrence

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E.1.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured’s with respect to liability arising out of automobile’s owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONSULTANT’s insurance policy, or as a separate owner’s policy.

(b) For any claims related to this project, the CONSULTANT’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day’s prior written notice has been provided to the COUNTY.
E.2 Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all worked performed by the contractor, its employees, agents and subcontractors.

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating if no less then A: VII unless otherwise acceptable to the COUNTY.

E.4. Verification of Coverage. CONSULTANT shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY’s forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

E.6 Sub-contractors. CONSULTANT shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.
October 12, 2011

To: YUBA COUNTY BOARD OF SUPERVISORS

From: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS
        RYAN MCNALLY, PARKS AND LANDSCAPE COORDINATOR

Subject: ADOPT RESOLUTION TO RECEIVE FIVE PARCELS OF LAND ALONG THE SOUTHERN BANK OF THE YUBA RIVER AT SHAD PAD FROM THE RESOURCE CONSERVATION DISTRICT AND TRANSFER ONE COUNTY OWNED PARCEL ON THE NORTHERN BANK TO THE CITY OF MARYSVILLE

Recommendation

Adopt the Resolution authorizing the Public Works Director to accept the transfer of five (5) parcels of real property along the Yuba River from the Resource Conservation District for the purpose of expanding the County’s river parkway and to transfer one (1) County owned parcel of real property to the City of Marysville for the purpose of continuity.

Background

For the past three years, the Yuba County Resource Conservation District has worked with the State of California to acquire nine (9) privately owned parcels of land along the Yuba River south of Marysville using Proposition 40 grant funds. The intent of this acquisition was to deed the parcels along the southern bank of the Yuba River to the County and the parcels along the northern bank of the river to the City of Marysville, allowing the public in each jurisdiction expanded river access.

Discussion

With the acquisition complete, the Resource Conservation District is ready to transfer the real property to each corresponding jurisdiction as follows:

<table>
<thead>
<tr>
<th>YUBA COUNTY</th>
<th>MARYSVILLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>APN: 010-320-012</td>
<td>APN: 010-320-005</td>
</tr>
<tr>
<td>APN: 010-320-007</td>
<td>APN: 010-320-006</td>
</tr>
<tr>
<td>APN: 010-320-003</td>
<td>APN: 010-300-023</td>
</tr>
<tr>
<td>APN: 010-230-029</td>
<td>APN: 010-300-049</td>
</tr>
<tr>
<td>APN: 010-230-030</td>
<td></td>
</tr>
</tbody>
</table>
In addition, the County currently owns a small parcel of land on the northern bank of the Yuba River which, after this transfer, will disrupt the continuity of Marysville’s proposed parkway. This parcel, 010-320-004, has no foreseeable use to the County and staff proposes that rather than retaining this parcel which is detached from the County’s park network, that it instead be deeded to the City of Marysville in conjunction with this transfer.

Committee Action

The Land Use and Public Works Committee was bypassed because this item is a follow up to Resolution 2008-43, dated April 8, 2008, which authorized the filing for the application and appointed the Public Works Director as the agent to conduct all negotiations.

Fiscal Impact

The acquisition of these parcels will be of minimal fiscal impact as they will be an unimproved expansion to Shad Pad Park.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

ACCEPT THE TRANSFER OF FIVE PARCELS OF
REAL PROPERTY TO THE COUNTY OF YUBA
FROM THE RESOURCES CONSERVATION DISTRICT
AND APPROVE THE TRANSFER OF ONE PARCEL
ALONG THE YUBA RIVER SOUTH OF THE
MARYSVILLE CITY LIMITS TO THE CITY OF
MARYSVILLE UNDER THE CALIFORNIA CLEAN
WATER, CLEAN AIR, SAFE NEIGHBORHOOD PARKS,
AND COASTAL PROTECTION ACT OF 2002 PROGRAM

RESOLUTION NO.____________________

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the State Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, the Yuba County Resource Conservation District has acted on behalf of the County and City using said funds to acquire nine (9) parcels along the Yuba River south of Marysville with the intent to deed five (5) parcels on the south bank of the Yuba River to Yuba County and four (4) parcels on the north bank of the Yuba River to the City of Marysville; and,

WHEREAS, Yuba County is the current owner of a small parcel of land (APN 010-320-004) on the north bank of the Yuba River in the project area which fulfills no foreseeable purpose to the County, and would provide the City of Marysville continuous ownership of land adjacent to the parcels purchased under this grant program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba

1. Approves the acceptance of ownership of APN 010-320-003, 010-320,007, 010-320-012, 018-230-029, and 018-230-030; and,

2. Approves the transfer of ownership of APN 010-320-004 to the City of Marysville for the benefit of continuous ownership on the north bank of the Yuba River; and,
3. Appoints the Public Works Director as agent to sign all documents necessary to effectuate the aforementioned real property transfer.

PASSED AND ADOPTED this ______ day of ______________________

2011, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_________________________________________, Chairman

ATTEST:

_________________________________________, Clerk of the Board

APPROVED AS TO FORM:

_________________________________________, County Counsel
October 25, 2011

To: YUBA COUNTY BOARD OF SUPERVISORS

From: MICHAEL G. LEE, PUBLIC WORKS DIRECTOR

Subject: ADOPT RESOLUTION TO APPROVE APPLICATION FOR U.S. DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE INVESTMENTS TIGER DISCRETIONARY GRANT FOR THE BEALE AFB GATEWAY COMPLETE STREET & REVITALIZATION PROJECT.

Recommendation

That the Board adopt the attached Resolution to approve application for U.S. Department of Transportation Infrastructure Investment TIGER Discretionary Grants for the Beale Air Force Base Gateway Complete Streets & Revitalization Project.

Background

In September 2009 Yuba County submitted an application to the U.S. Department of Transportation Surface Transportation Infrastructure Discretionary Grants for Capital Investment II (TIGERII) Program for this same project. The grant application was not selected in 2009.

On December 15, 2009 the Yuba County Board of Supervisors adopted the North Beale Corridor Complete Streets and Revitalization Plan. The North Beale Corridor Complete Streets and Revitalization Plan concentrates on a two-mile segment of North Beale Road between the intersections of Lindhurst Avenue to the west and Linda Avenue to the east. The plan proposed improvements to North Beale Road that will enhance all modes of travel along the corridor.

In the last few years Yuba County has been awarded $3,157,000 in federal funds from various funding programs for improvements to North Beale Road from Lindhurst Avenue to Beale AFB.

Discussion

The project will consist of improving the North Beale Road corridor from Lindhurst Avenue to the main gate at Beale AFB. Within the urban segment of North Beale Road (Lindhurst Avenue to Griffith Avenue) complete streets components of sidewalks, raised center medians, landscaping, enhanced transit stops, and enhanced lighting is proposed. Within the rural segment of North Beale Road (east of Griffith Avenue) it is proposed to complete the widening of the paved shoulders to the main gate at Beale AFB, to rehabilitate the roadway from Griffith Avenue to the Base, and to improve the intersection at Brophy Road to better accommodate turning movements of large trucks.
This application is similar to the application that was submitted to the USDOT in 2009 with the same level of funding amounts.

Adopting the resolution will authorize the submission of an application to the USDOT and authorize the Public Works Director to administer the grant if the project is selected.

Committee Action

This item bypassed the Land Use and Public Works Committee due to this application being similar to the application approved by the Board in 2009.

Fiscal Impact

The overall estimate for this project is $9,300,000. This application is requesting $3,000,000 from the TIGER Discretionary grant. With $3,157,000 already funded from other Federal programs, the remaining amount of $3,143,000 will be funded locally. The local funds will be provided from the East Linda Specific Plan developer fees and from the Countywide traffic impact fees.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

APPROVE APPLICATION FOR
U.S. DEPARTMENT OF TRANSPORTATION’S
NATIONAL INFRASTRUCTURE INVESTMENTS
TIGER DISCRETIONARY GRANTS FOR
BEALE AFB GATEWAY COMPLETE STREETS &
ECONOMIC REVITALIZATION PROJECT

RESOLUTION NO. ______________________

WHEREAS, by virtue of the federal FY 2011 Continuing Appropriations Act the United States Department of Transportation has provided funds for National Infrastructure Investments, or TIGER Discretionary Grants; and

WHEREAS, the United States Department of Transportation has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the United States Department of Transportation recommend a resolution certifying the approval of application by the applicant’s governing board before submission of said application; and

WHEREAS, the applicant, if selected, will enter into an agreement with the United States Department of Transportation, or with the California Department of Transportation, to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba

1. Approves the filing of a TIGER Discretionary Grants application for the Beale Air Force Base Gateway Complete Streets and Economic Revitalization Project on North Beale Road from Lindhurst Avenue to Beale Air Force Base’s Main Gate, a distance of 7.2 miles; and

2. Certifies that applicant understands the assurances and certification in the application guidelines; and
3. Appoints the Director of the Public Works as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, held on the ______ day of ___________________ 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____________________________
Chair
Yuba County Board of Supervisors

ATTEST:

____________________________
Donna Stottlemeyer, Clerk of the Board

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

____________________________
BY:
October 25, 2011

To: YUBA COUNTY BOARD OF SUPERVISORS

From: MICHAEL G. LEE, PUBLIC WORKS DIRECTOR

Subject: ADOPT RESOLUTION TO APPROVE APPLICATION FOR U.S. DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE INVESTMENTS TIGER DISCRETIONARY GRANT FOR THE BEALE AFB GATEWAY COMPLETE STREET & REVITALIZATION PROJECT.

Recommendation

That the Board adopt the attached Resolution to approve application for U.S. Department of Transportation Infrastructure Investment TIGER Discretionary Grants for the Beale Air Force Base Gateway Complete Streets & Revitalization Project.

Background

In September 2009 Yuba County submitted an application to the U.S. Department of Transportation Surface Transportation Infrastructure Discretionary Grants for Capital Investment II (TIGERII) Program for this same project. The grant application was not selected in 2009.

On December 15, 2009 the Yuba County Board of Supervisors adopted the North Beale Corridor Complete Streets and Revitalization Plan. The North Beale Corridor Complete Streets and Revitalization Plan concentrates on a two-mile segment of North Beale Road between the intersections of Lindhurst Avenue to the west and Linda Avenue to the east. The plan proposed improvements to North Beale Road that will enhance all modes of travel along the corridor.

In the last few years Yuba County has been awarded $3,157,000 in federal funds from various funding programs for improvements to North Beale Road from Lindhurst Avenue to Beale AFB.

Discussion

The project will consist of improving the North Beale Road corridor from Lindhurst Avenue to the main gate at Beale AFB. Within the urban segment of North Beale Road (Lindhurst Avenue to Griffith Avenue) complete streets components of sidewalks, raised center medians, landscaping, enhanced transit stops, and enhanced lighting is proposed. Within the rural segment of North Beale Road (east of Griffith Avenue) it is proposed to complete the widening of the paved shoulders to the main gate at Beale AFB, to rehabilitate the roadway from Griffith Avenue to the Base, and to improve the intersection at Brophy Road to better accommodate turning movements of large trucks.
This application is similar to the application that was submitted to the USDOT in 2009 with the same level of funding amounts.

Adopting the resolution will authorize the submission of an application to the USDOT and authorize the Public Works Director to administer the grant if the project is selected.

**Committee Action**

This item bypassed the Land Use and Public Works Committee due to this application being similar to the application approved by the Board in 2009.

**Fiscal Impact**

The overall estimate for this project is $9,300,000. This application is requesting $3,000,000 from the TIGER Discretionary grant. With $3,157,000 already funded from other Federal programs, the remaining amount of $3,143,000 will be funded locally. The local funds will be provided from the East Linda Specific Plan developer fees and from the Countywide traffic impact fees.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

APPROVE APPLICATION FOR )
U.S. DEPARTMENT OF TRANSPORTATION’S )
NATIONAL INFRASTRUCTURE INVESTMENTS )
TIGER DISCRETIONARY GRANTS FOR )
BEALE AFB GATEWAY COMPLETE STREETS & )
ECONOMIC REVITALIZATION PROJECT )

RESOLUTION NO. ________________

WHEREAS, by virtue of the federal FY 2011 Continuing Appropriations Act the United States Department of Transportation has provided funds for National Infrastructure Investments, or TIGER Discretionary Grants; and

WHEREAS, the United States Department of Transportation has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the United States Department of Transportation recommend a resolution certifying the approval of application by the applicant’s governing board before submission of said application; and

WHEREAS, the applicant, if selected, will enter into an agreement with the United States Department of Transportation, or with the California Department of Transportation, to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba

1. Approves the filing of a TIGER Discretionary Grants application for the Beale Air Force Base Gateway Complete Streets and Economic Revitalization Project on North Beale Road from Lindhurst Avenue to Beale Air Force Base’s Main Gate, a distance of 7.2 miles; and

2. Certifies that applicant understands the assurances and certification in the application guidelines; and
3. Appoints the Director of the Public Works as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, held on the _______ day of ________________________ 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Chair
Yuba County Board of Supervisors

ATTEST:

______________________________
Donna Stottlemeyer, Clerk of the Board

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

BY: ____________________________
To: Yuba County Board of Supervisors

From: Sean Powers, CDSA Finance and Administration Manager

Date: October 25, 2011

Subject: Approve Amendment #1 to the Agreement for Professional Services with Sandgren Real Estate Group – Helm Properties for the Neighborhood Stabilization Program

Recommendation:

Approve the attached amendment number one to the agreement with Sandgren Real Estate Group – Helm Properties for the Neighborhood Stabilization Program disposition for professional real estate services.

Background:

The goal of the County of Yuba Neighborhood Stabilization Program is to stabilize property values and homeownership rates in neighborhoods impacted by foreclosures. The County of Yuba has been awarded $1,709,395.00 under the Neighborhood Stabilization Program allocation per agreement 09-NSP1-6129 for acquisition, rehabilitation, and resale single family homes. The activities are to be performed in the census tract numbers 0401.00, 0402.00, 0403.00, 0404.00, 0406.00 and 0407.00, in the following areas: Marysville, Linda, Olivehurst and Plumas Lake.

Discussion:

The attached agreement is required for the continuation of the Neighborhood Stabilization Program. The services provided per the agreement include professional real estate services for the purpose of purchasing homes through Yuba County’s Neighborhood Stabilization Program. CDSA will oversee all activities involving the purchase of homes.

Committee Action:

This item was previously discussed with the Board and therefore is being presented directly to the full Board.

Fiscal Impact:

None. The amendment expands scope of services only.
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT # 1

This is the first amendment to the agreement, dated October 25, 2011, for Professional Engineering services between the County of Yuba (COUNTY) and Sandgren Real Estate Group – Helm Properties (CONSULTANT).

Pursuant to Operative Provision D.22, “Modifications,” of the basic agreement, the following changes are hereby made:

(1) None of the Operative Provisions have been changed

(2) Attachment A, Scope of Services, is changed with the additional scope of:

A.1.7 CONSULTANT shall provide professional real estate services for the purpose of acquiring additional foreclosed homes to be rehabilitated through Yuba County’s Neighborhood Stabilization Program (NSP).

A.1.8 CONSULTANT to identify foreclosed homes meeting the eligibility criteria of the NSP (vacant for at least 90 days and within the eligible census tracts in Linda, Marysville, Olivehurst and Plumas Lake) and present them to County staff for review as soon as they become eligible.

A.1.9 CONSULTANT will conduct assessment of the property and position of the bank holding the property to determine an initial offer on the properties County staff identifies as wanting to pursue.

A.1.10 CONSULTANT will be the sole representative for the County as the buyer’s agent on acquisition of homes with NSP Program Income funds.

A.1.11 CONSULTANT shall aggressively work to gain acceptance of offers submitted to banks in order to close in a timely fashion.

(3) Attachment B, Payment is changed with the addition of:

B.4 CONSULTANT shall charge no fees when properties are purchased through the Multiple Listing Service or Bank Owned Real Estate Auctions. If the COUNTY chooses to purchase properties directly from Local Banks or at Trustee sales, a case by case commission rate will be determined for the purchase of these properties subject to approval by the COUNTY.

All other terms and conditions remain unchanged.
In witness thereof, the parties hereto have executed this Amendment # 1 to the Agreement on ________________, 2011.

"COUNTY"
COUNTY OF YUBA

Chair,
Board of Supervisors

"CONSULTANT"
SANDGREN REAL ESTATE GROUP

Derek Sandgren,
Consultant

INSURANCE PROVISIONS APPROVED

Martha Wilson,
Risk Manager

APPROVED AS TO FORM

Angil Morris-Jones,
County Counsel
TO: Board of Supervisors
Yuba County

FROM: Suzanne Nobles, Director
Health & Human Services Department

DATE: October 25, 2011

SUBJECT: Agreement with Yuba College for Services for the Independent Living Program (ILP)

RECOMMENDATION: Board of Supervisors approval of the Agreement between Yuba County, on behalf of its Health and Human Services Department, and Yuba Community College for services for the ILP program in the amount of $78,713.00 for the term of July 1, 2011 through June 30, 2012 is recommended.

BACKGROUND: ILP provides services to youths in foster care between the ages of 16 years to 18 years of age and can be extended to youths up to 21 years of age who were in foster care at the time of their 18th birthday. The services, which train and assist these youths in successfully transitioning into adulthood and out of the foster care living environment, include: training in employment preparation and attainment, securing housing, money management, and instruction on computer assembly as well as use of various computer applications. Additionally, the services provide focus on increasing and supporting the self-image and self-esteem of participating youths and provides them with the opportunity to connect with activities they may not have had exposure to such as community services, the arts, and other positive avenues. Since July 2000, Yuba County has contracted with Yuba College to provide these services for ILP. This is a renewal of that Agreement.

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

COMMITTEE: The Human Services Committee recommended approval on October 18, 2011.

FISCAL IMPACT: Approval of this Agreement with Yuba Community College for services for the ILP program will not impact County General Funds. The $78,713.00 in costs for these services will be funded through the ILP Service allocation.
AGREEMENT FOR
PROFESSIONAL SERVICES

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

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

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2011

Termination Date: June 30, 2012

The term of this Agreement shall become effective on July 1, 2011, and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.
Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

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

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Insurance Provisions
Attachment F - Budget
Attachment G - Cost Justification – Weekly ILP Class Fee
Attachment H - Invoice Format
Attachment I - Monthly Statistical Report

9. TERMINATION. COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ____________, 2011.

"COUNTY"

COUNTY OF YUBA

________, Chair
Yuba County Board of Supervisors

"CONTRACTOR"

YUBA COLLEGE

President
Board of Trustees

INSURANCE PROVISIONS
APPROVED

Martha K. Wilson,
Risk Manager

Dr. Douglas B. Houston,
Chancellor

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

Suzanne Nobles, Director
Yuba County Health and
Human Services Department
ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1. CONTRACTOR shall:

A. Provide weekly training to former and current foster care youths beginning between the ages of 16 and 18 and continuing up to age 21. Trainings shall be conducted in two classroom settings with ILP youths assigned on the basis of competency areas.

B. Select, secure and schedule presenters for weekly trainings.

C. Arrange site support, including equipment, presentation materials and refreshments as appropriate for the trainings.

D. Select, secure and schedule activities.

E. Develop, print, mail, and e-mail all activity announcements to the ILP youth as well as their foster parents.

F. Register participants for the planned enrichment activities.

G. Arrange for lodging when needed for participants and/or presenters.

H. Purchase computer, printer, and other necessary equipment and provide two days of training on how to operate the computer and printer for fifteen (15) identified ILP youths during each fiscal year of the term of this Agreement.

I. Provide at least two one-day retreats for selected ILP youth which includes trainings, site support, and meals.

J. Plan, facilitate, and carry out all activities for the ILP program. Additionally, CONTRACTOR shall identify new and emerging activities, ideas, and issues surrounding the youth in regards to the ILP program which would benefit the youth and strengthen their resources.

K. CONTRACTOR shall meet and confer on a monthly basis with YCHHSD staff, Workforce Investment Act (WIA) staff and other adults who participate in the weekly trainings or activities.
L. Provide qualified American Sign Language interpreting services to hearing impaired ILP youths during ILP training, retreats, and associated activities. Additionally, the interpreters will have had adequate training, experience, and certifications or screening as necessary to interpret in a variety of settings for hearing-impaired individuals.

A.1.2. YCHHSD shall:

A. Mail and e-mail letters and flyers to promote participation in the activities.

B. Provide input on activity content.

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

D. Meet and confer regularly with CONTRACTOR staff and other interested parties.

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

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

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

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Seventy-Eight Thousand Seven Hundred Thirteen Dollars ($78,713.00), as specified in Attachment F – Independent Living Program Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Seventy-Eight Thousand Seven Hundred Thirteen Dollars ($78,713.00), without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

B.2 FISCAL PROVISIONS.

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

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

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

B.3   TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

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

ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

C.7 The Children’s Services Program Manager on behalf of COUNTY shall be the primary contact with CONTRACTOR. The CONTRACTOR’s Project Director for ILP shall be the primary contact with COUNTY.
C.8 If the regulations promulgated to the Independent Living funds are revised, CONTRACTOR shall comply with such revisions.

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

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

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

a) COUNTY may observe and monitor all conditions and activities of this Agreement.

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

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

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

e) CONTRACTOR shall ensure completion of a financial audit after the completion of this Agreement. The contractor's single audit, as prescribed in Public Law 98-502, shall fulfill the financial auditing requirement of the CDSS Manual of Policies and Procedures, Section 23-640.2. CONTRACTOR shall provide COUNTY with a copy of the final audit of this activity.
f) CONTRACTOR shall maintain daily time study reports as required by COUNTY.

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

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

C.12 STANDARD OF CONDUCT

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

b) Confidentiality  
CONTRACTOR shall safeguard all confidential information in accordance with Welfare and Institutions Code, Section 10850 and 5328. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.
D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

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

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

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

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

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

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

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

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

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

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

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

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

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or
condition herein contained or a waiver of any right or remedy of such party available
hereunder at law or in equity shall not be deemed to be a waiver of any subsequent
breach of the same or any other term, covenant or condition herein contained or of any
continued or subsequent right to the same right or remedy. No party shall be deemed
to have made any such waiver unless it is in writing and signed by the party so waiving.

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

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

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

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

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

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

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

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties
specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all
of the parties hereto, shall be binding upon and inure to the benefit of such party, its
successors and assigns.
D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

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

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

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

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

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

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

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

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

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.
D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

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

With a copy to:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

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

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

E.1.1 Coverage shall be at least as broad as:

a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
c. Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance.
d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

E.1.2 Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

1. General Liability: $1,000,000
   (including operations, products and completed operations.) Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 Per accident for bodily injury and property damage.

3. Workers’ Compensation: As required by the State of California.

4. Employer’s Liability: $1,000,000 Each accident, $1,000,000 policy limit bodily injury by disease, $1,000,000 each employee bodily injury by disease.
5. Professional Errors and Omissions Liability (if required):

$0.00 Per occurrence.

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E.1.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.

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

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all worked performed by the CONTRACTOR, its employees, agents and subcontractors.

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A: VII unless otherwise acceptable to the COUNTY.

E.4. Verification of Coverage. CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

E.6 Sub-contractors. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.
## ATTACHMENT F
Independent Living Program Budget  
7/1/2011 - 6/30/2012

### Fee Services

<table>
<thead>
<tr>
<th>Weekly Trainings</th>
<th>No. of Trainings</th>
<th>Cost per Training</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>49</td>
<td>$654.96</td>
<td>$32,093</td>
</tr>
</tbody>
</table>

### Computer Camp

<table>
<thead>
<tr>
<th></th>
<th>No. of Youth</th>
<th>Cost per Youth</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2011</td>
<td>7</td>
<td>$1,500</td>
<td>$10,500</td>
</tr>
<tr>
<td>Spring 2012</td>
<td>8</td>
<td>$1,500</td>
<td>$12,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$22,500</strong></td>
</tr>
</tbody>
</table>

### Direct Service Budget

#### Graduations/Celebrations

- **Gifts**: $4,850
- **Meals**: $2,000
- **Subtotal**: $6,850

#### Day Retreats

- **Supplies**: $300
- **Consult/Presenter**: $600
- **Conference**: $2,600
- **Subtotal**: $3,500

#### Interpreter Services

<table>
<thead>
<tr>
<th>Sign Language Interpreting</th>
<th>No. of Hours</th>
<th>Rate per Hour</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>306</td>
<td>$40.00</td>
<td>$12,240</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Travel Cost</th>
<th>No. of Days</th>
<th>Cost per Day</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>102</td>
<td>$15.00</td>
<td>$1,530</td>
</tr>
</tbody>
</table>

| **Subtotal** |             |              | **$13,770**|

#### Grand Total

<table>
<thead>
<tr>
<th><strong>Grand Total</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$78,713</td>
</tr>
</tbody>
</table>
**ATTACHMENT G**

Cost Justification - Annual Cost Of Weekly ILP Training Classes

**Personnel Expense: (Staff Performing actual service)**

<table>
<thead>
<tr>
<th>Position/Class</th>
<th>Name</th>
<th>Annual Salary</th>
<th>% of Time</th>
<th>Annual Service Cost Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prog Director</td>
<td>L. Scheuermann</td>
<td>$105,560</td>
<td>3.0%</td>
<td>$3,167</td>
</tr>
<tr>
<td>Prog Specialist</td>
<td>Diana Adams</td>
<td>$21,554</td>
<td>30.0%</td>
<td>$6,466</td>
</tr>
<tr>
<td>Prog Trainers</td>
<td>College Staff</td>
<td>N/A</td>
<td>N/A</td>
<td>$1,200</td>
</tr>
<tr>
<td>Prog Presenters</td>
<td>Non-College Staff</td>
<td>N/A</td>
<td>N/A</td>
<td>$1,000</td>
</tr>
<tr>
<td>Fiscal Technician</td>
<td>B. Jeffries</td>
<td>$48,417</td>
<td>3.5%</td>
<td>$1,695</td>
</tr>
<tr>
<td><strong>Total Cost of Service Salary</strong></td>
<td></td>
<td></td>
<td></td>
<td>$13,528</td>
</tr>
</tbody>
</table>

**Benefits (Employer Paid Benefits of staff performing actual service)**

<table>
<thead>
<tr>
<th>Position/Class</th>
<th>Name</th>
<th>Annual Benefits</th>
<th>% of Time</th>
<th>Annual Service Cost Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prog Director</td>
<td>L. Scheuermann</td>
<td>$29,796</td>
<td>3.0%</td>
<td>$894</td>
</tr>
<tr>
<td>Prog Specialist</td>
<td>Diana Adams</td>
<td>$4,310</td>
<td>30.0%</td>
<td>$1,293</td>
</tr>
<tr>
<td>Prog Trainers</td>
<td>College Staff</td>
<td>N/A</td>
<td>N/A</td>
<td>$200</td>
</tr>
<tr>
<td>Fiscal Technician</td>
<td>B. Jeffries</td>
<td>$26,688</td>
<td>3.5%</td>
<td>$934</td>
</tr>
<tr>
<td><strong>Total Cost of Service Benefits</strong></td>
<td></td>
<td></td>
<td></td>
<td>$3,321</td>
</tr>
</tbody>
</table>

**OPERATING COSTS**

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Service Cost Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meals</td>
<td>(Avg. Annual Cost)</td>
</tr>
<tr>
<td>Printing, Postage</td>
<td>(Avg. Annual Cost)</td>
</tr>
<tr>
<td>Mileage</td>
<td>(Avg. Annual Cost)</td>
</tr>
<tr>
<td>Rentals</td>
<td>(Avg. Annual Cost)</td>
</tr>
<tr>
<td>Activity Supplies</td>
<td>(Avg. Annual Cost)</td>
</tr>
<tr>
<td>Instructional Supplies</td>
<td>(Avg. Annual Cost)</td>
</tr>
<tr>
<td>Activities</td>
<td>(Avg. Annual Cost)</td>
</tr>
<tr>
<td><strong>Total Cost of Service Operating Costs</strong></td>
<td>$11,870</td>
</tr>
</tbody>
</table>

**OVERHEAD ADMIN COSTS**

(Costs not directly associated with the performance of service)

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Service Cost Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Overhead</td>
<td>4.88% of $69,145*</td>
</tr>
</tbody>
</table>

*for efficiency purposes, includes overhead for entire program services other than mentors

**Total Annual Cost** | $32,093
ATTACHMENT H
Invoice Format

Contractor Name: ____________________________  Contact Name: ____________________________
Address: ____________________________  Phone: ____________________________

Period of Service: ____________________________

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
<th># of Child or Service Rendered</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Service Fees</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Direct Service Costs

Graduations/Celebrations
- Gifts $ ____________________________
- Meals $ ____________________________

Total Graduation/Celebration Expenses $ ____________________________

Weekend Retreats
- Supplies $ ____________________________
- Consultant/Presenter $ ____________________________
- Conference $ ____________________________

Total Weekend Retreats $ ____________________________

Interpreter Services
- Sign Language Interpreting Hourly Rate $ ____________________________ # of Hours
- Travel Cost Travel Cost $ ____________________________ # of Days

Invoice Grand Total $ ____________________________

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

Authorized Signature ____________________________  Date ____________________________

Mail original and back-up documentation to:
Yuba County Health and Human Services Department
Attention: Fiscal
P.O. Box 2320
Marysville, CA 95901
ATTACHMENT I

Yuba College
Monthly Statistical Report
For
ILP Services

Report Month

1) Number of classroom trainings conducted during the report period

2) In the classroom trainings conducted:
   a) The unduplicated number of emancipated or 18-year-old youths that attended:
   b) The unduplicated number of 16 and 17-year-old youths that attended:

3) Enrichment activities were conducted and attended during the report period as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Number Attended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Camp</td>
<td>Number Attended</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
THIS PAGE INTENTIONALLY LEFT BLANK
TO: Board of Supervisors  
Yuba County

FROM: Suzanne Nobles, Director  
Health & Human Services Department

DATE: October 25, 2011

SUBJECT: Plan and Acceptance of Funding for Fraud Investigations and Program Integrity Efforts related to the In Home Supportive Services (IHSS) Program

RECOMMENDATION: Board of Supervisors approval of the plan and acceptance of state and federal funding for Fraud Investigation and Program Integrity in the IHSS program is recommended.

BACKGROUND: The State’s proposed budget for Fiscal Year 2011-2012 includes $10 million state fund appropriation for fraud prevention, detection, referral, investigation and program integrity efforts related to the IHSS program.

DISCUSSION: Yuba County, through the Health and Human Services Department, elects to participate in the IHSS Fraud Investigation program. The plan submitted for your approval has been developed with agreement from Yuba County District Attorney Pat McGrath.

The plan describes the manner in which the available funding will be utilized through June 30, 2012, in response to any suspected IHSS fraud and how the elements of any resulting investigation will be coordinated between Yuba County IHSS, the Department of Health Care Services (DHCS) Fraud Investigation Unit, and the Yuba County District Attorney. The approved plan must be submitted to California Department of Social Services (CDSS) no later than October 28, 2011.

Funding is contingent upon the state realizing projected revenues. The revenue evaluation will occur December 15, 2011. If it is determined that the conditions have been met, the funding will be implemented beginning January 2012, at which time CDSS can allocate the funding to participating counties.

COMMITTEE: The Human Services Committee recommended approval of the plan and acceptance of the funding on October 18, 2011.

FISCAL IMPACT: Combined with matching Federal and required County matching funds, the total available for this anti-fraud program is $69,955.00 for Fiscal Year 2011-2012. There will be no impact to the County General Fund.
THIS PAGE INTENTIONALLY LEFT BLANK
Yuba County
In-Home Supportive Services (IHSS)
Fraud Prevention Program Plan Proposal

MUST BE COMPLETED AND SUBMITTED TO CALIFORNIA DEPARTMENT OF SOCIAL SERVICES BY OCTOBER 28, 2011

Yuba County is requesting participation in the IHSS Fraud Prevention Program. Once the revenue trigger has been met, the completed final county plan and data will be submitted by January 15, 2012.

Board of Supervisors Approval

Approved on October 25, 2011, by the Yuba County Board of Supervisors:

Name of Approver: Roger Abe Title: Chair

____________________________
(signature)

Board of Supervisors

Name of Representative: Roger Abe Title: Chair

Telephone No: (530) 749-7510

Email Address: rabe@co.yuba.ca.us

County Welfare Department

Name of Representative: Suzanne Nobles Title: Director

Telephone No: (530) 749-6271

Email Address: snobles@co.yuba.ca.us

County District Attorney Office

Name of Representative: Pat McGrath Title: District Attorney

Telephone No: (530) 749-7770

Email: pmcgrath@co.yuba.ca.us
YUBA COUNTY

PLAN FOR FRAUD INVESTIGATIONS AND PROGRAM INTEGRITY EFFORTS RELATED TO THE IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM

Yuba County, through the Health and Human Services Department (HHSD), elects to participate in the IHSS Fraud Investigation and Program Integrity program and does submit this plan to the California Department of Social Services (CDSS). The plan has been approved by the Board of Supervisors and was developed in conjunction and agreement with the Yuba County District Attorney.

This plan describes the manner in which the available funding will be utilized in response to any suspected IHSS fraud, and how the elements of any resulting investigation will be coordinated between Yuba County's IHSS Program, the Department of Health Care Services (DHCS) Fraud Investigation Unit, and the Yuba County District Attorney. The three-point collaboration between the Yuba County IHSS, DHCS and Yuba County District Attorney provides a model to combat IHSS fraud and ensures the County's IHSS program integrity, as well as to demonstrate our commitment to utilize these funds productively in this fiscal year.

County's Current and Proposed Anti-Fraud Activities

Yuba County's current anti-fraud activities include:

A. Form YCHHSD 103, Yuba County IHSS Recipient Responsibilities and Facts You Should Know About Fraud (Attachment A), is explained to all IHSS recipients and the recipient's signature is obtained.

B. Form YCHHSD 188, Yuba County IHSS Provider Responsibilities and Facts You Should Know About Fraud (Attachment B), is explained to all IHSS providers and the provider's signature is obtained.

C. Utilization of a more formalized fraud referral process to DHCS.

D. Enhanced collaboration with DHCS, the District Attorney, as well as other law enforcement agencies.

E. Detailed tracking of all overpayments and fraud investigations.

F. Dedicated Fraud Social Worker in IHSS investigates certain suspicious activity cases before making a Fraud Referral to DHCS. Examples of suspicious activity cases include:

1) IHSS provider appears on the 300 + Hour Report and lives separately from the IHSS recipient.

2) Complaint from the public alleging misuse or fraud of the IHSS program and the source of the complaint is considered credible by IHSS staff.

3) Paid IHSS tasks do not appear to be performed, despite claims of recipient and/or provider.

4) Client/recipient appears to be exaggerating disability or need for services.

5) Time sheet anomalies, such as:
a. All hours claimed at the beginning of time period;
b. Provider out of the area;
c. Staff has information that recipient is not in his/her home when services are claimed.

G. The Fraud Social Worker attends all Provider Orientations and discusses fraud and the consequences of committing fraud.

H. Yuba County publicized the means to report IHSS fraud through the use of a 24-hour anti-fraud phone hot line – 866-999-9913.

I. Advertisements in Yuba County and the local newspaper to report IHSS fraud.

J. A brochure was developed with information on the identification and prevention of IHSS fraud. The brochure is given out at all IHSS Provider Orientations, to IHSS recipients at new assessments and reassessments, and to the public at outreach events.

K. The Fraud Social Worker attends scheduled outreach activities and events in the community and discusses IHSS fraud to enhance public awareness of IHSS fraud.

L. The Fraud Social Worker works closely and collaboratively with the DHCS Fraud Investigator. The DHCS Fraud Investigator meets regularly with Yuba County’s Fraud and IHSS staff. Fraud investigation cases and information are discussed and shared.

M. Ongoing collaboration and partnership is maintained with DHCS and the District Attorney. Thorough investigations and evidence are provided to the District Attorney for prosecutions.

N. Portable DVD players were purchased in Fiscal Year 2009/2010 for the IHSS Social Workers to show IHSS recipients the Provider Orientation DVD developed by CDSS in their homes. The CDSS DVD provides valuable information on Medi-Cal and IHSS fraud and tips for avoiding fraud.

O. Twenty six fraud referrals were investigated and overpayments in the amount of $2,461.84 were identified between July 2010 and June 2011 due to fraud detection and prevention activities.

Proposed future fraud detection and prevention activities will continue to include the items listed above with the exception of advertisements in the local newspaper.

The Fraud Social Worker will conduct several community outreach activities each year, to inform IHSS recipients and providers of the correct parameters for receiving and providing In-Home Supportive Services. In this manner, public awareness of IHSS fraud will be enhanced. Yuba County will continue to publicize the means to report IHSS fraud through the use of a 24-hour anti-fraud phone hot line – 866-999-9113.

Quality Assurance (QA) activities are separate from the IHSS fraud activities. The QA worker completes routine scheduled QA case reviews and case home visits and verifies the receipt of services. The QA worker completes targeted reviews, third party liability, data and death matches, and error rate studies. If the QA worker identifies an overpayment this information is given to the Fraud staff, who track and maintain statistics on all overpayments and underpayments. If the QA worker discovers any suspected fraud during any of the QA review activities, the QA worker makes a Fraud Referral to our IHSS Fraud Social Worker. The QA worker does not investigate suspected IHSS fraud.
Yuba County will integrate the Fraud Prevention Program Plan into ongoing program review and outcomes management within the IHSS Program. This will involve collaborative partners that include, but are not limited to QA, APS, the Public Authority, the District Attorney, and DHCS.

**Collaboration and Partnerships with District Attorney's Office**

The funding provided for fraud investigations and program integrity efforts related to the IHSS program will strengthen our continuing collaboration and partnership with the Yuba County District Attorney. More formal and complete fraud referral information will be provided to the Fraud Investigator for DHCS which will result in investigations being more thorough and able to provide the evidence to the District Attorney needed for prosecution. There will continue to be close collaboration between county IHSS staff, DHCS, and the District Attorney.

**Collaboration and Partnership with the California Department of Health Care Services (DHCS) and the California Department of Social Services (CDSS)**

The funding provided for fraud investigations and program integrity efforts related to the IHSS program will improve collaboration and partnership with the DHCS and CDSS. There will be increased interaction and investigative support from DHCS. There will be additional training available to IHSS staff as provided by DHCS.

As the result of the improved referral process, comprehensive information will be provided to the DHCS Fraud Investigator. The investigations will be more thorough and will provide more complete evidence to the District Attorney needed for prosecution. There will be closer collaboration between county IHSS staff, DHCS, and the District Attorney.

The Fraud Social Worker will conduct several community outreach activities each year, to inform IHSS recipients and providers of the correct parameters for receiving and providing In-Home Supportive Services. In this manner, public awareness of IHSS fraud will be enhanced.

Yuba County will continue to publicize the means to report IHSS fraud through the use of a 24-hour anti-fraud phone hot line – 866-999-9113.

Yuba County will collaborate with CDSS in a manner consistent with present practice. There presently exists a very positive relationship with the CDSS QA staff and this will continue. Yuba County will comply with any requests for case or program data in a timely manner.

**County Proposed Budget for Utilization of Funds**

See Enclosure E, Budget Justification for Yuba County’s Fraud Funding Plan for Fiscal Year 2011/2012

**Fraud Referrals/Outcomes**

All suspected fraud in IHSS will be recorded on Yuba County’s IHSS Referral of Suspected Fraud form, forwarded to the Fraud Supervisor for review, and will include the following information, as it relates to the suspected fraud:

A. A narrative including, but not limited to, the following:
   1) Name and contact information of reporting party;
   2) Name and contact information of the suspected abuser;
   3) When did the fraud occur and over what period of time;
4) Facts describing the nature of the suspected fraud.

B. Supporting documents:
   1) Copy of time cards;
   2) Copy of signed Fraud Form, YCHHSD 103 for IHSS recipient or YCHHSD 188 for IHSS provider;
   3) Copy of provider’s photo ID, SSN card, and enrollment form if provider is the suspect;
   4) A list of every person in the recipient’s household and if anyone has a criminal history, if known.

C. The Fraud Supervisor will review the information and determine if the situation needs to be investigated further, and will refer to:
   1) Department of Health Care Services (DHCS) – the Fraud Investigator is contacted and the Fraud Referral and all supporting documents are forwarded to DHCS for investigation.
   2) Adult Protective Services (APS) – Submit an elder or dependent adult abuse referral if the IHSS recipient’s safety or well-being is threatened.

D. Some reported situations may require further investigation at the County level prior to making a referral to the DHCS Fraud Investigator. This level of investigation will be completed by a Social Worker III (Fraud Social Worker) and assisted by the Fraud Supervisor. The Fraud Supervisor will maintain records and track all Fraud Referrals.

E. Detailed excel spreadsheets are maintained that track identified overpayments. A promissory note is obtained or IHSS payroll deduction is initiated as determined necessary.

F. IHSS Fraud investigations and identified overpayment information is shared with all IHSS staff at regular Division meetings in efforts to reduce the occurrence of overpayments.

G. Fraud Outcomes. Yuba County will commit to tracking and reporting outcomes of its efforts to CDSS. This report will identify activities, data, and outcomes associated with the county effort to mitigate, prevent, detect, investigate and prosecute IHSS fraud as specified by CDSS.

**IHSS Overpayments**

The Social Worker Supervisor for QA and the Fraud staff will investigate and track any overpayments as identified by any IHSS staff. Any overpayments identified by the Quality Assurance (QA) worker will be given to the Fraud staff for further investigation and tracking. Yuba County will identify and track all categories of overpayments and will report to CDSS when requested.

**Tracking/Reporting**

Yuba County will track and report outcomes of its fraud investigation and prevention efforts to CDSS. Yuba County will submit data for Fiscal Year 2011-2012 in a format to be provided and specified by CDSS. Yuba County understands that prosecution data must be tracked separately from other fraud activities as prosecutions are not eligible for federal financial participation.
YUBA COUNTY IHSS RECIPIENT RESPONSIBILITIES AND FACTS YOU SHOULD KNOW ABOUT FRAUD

1. Review your most recent Notice of Action or IHSS Service Delivery Plan (hours and service needs) with your Provider so the Provider is informed as to how many hours he/she is authorized to work. This is required every time you change to a different Provider as well as every time your hours change.

2. Verify that your Provider’s timesheet has been completed showing the correct hours worked under the correct days.

3. Verify that your Provider has signed his/her timesheet and sign the timesheet yourself only after it has been filled out and signed by the Provider.

4. If you have a share-of-cost, it needs to be paid directly to your Provider each month following the completion of services.

5. **Report** to your IHSS Social Worker *within Ten (10) calendar days* when any of the following changes occur:
   - You are admitted into the hospital or other care facility, go on vacation or are otherwise away from home.
   - There is a change in your condition so that you need less care or more care.
   - You start or stop receiving home delivered meals or restaurant meals.
   - Your IHSS Provider stops working for you or you hire a different Provider.
   - You move or anyone moves into or out of your home.
   - You start or stop receiving Supplemental Security Income (SSI).
   - You begin receiving the Supplemental Security (SSI) Non-Medical Out-of-Home Care (Board and Care) benefit. You are not eligible for IHSS if you are receiving this benefit payment.
   - Your income or benefits change. This includes SSI or income from any other source.
   - You receive any lump sum payment or settlement.
   - Your total personal property goes over $2000.00 if you are single or $3000.00 if you live with a spouse. Examples of personal property include, but are not limited to: savings, checking accounts, cash surrender value of life insurance, stocks, bonds or securities and cash on hand.
   - You inherit or acquire any real property such as a home, land or buildings.
   - You transfer, give away or sell any item of real or personal property.

6. A person may be guilty of committing fraud when he or she, with intent to defraud, presents for payment to any authorized person or officer of Yuba County any false or fraudulent claim.

7. All persons suspected of committing fraud will be referred to the California Department of Health Care Services Fraud Investigator. If evidence of fraud is found, a criminal case may be referred to the District Attorney for prosecution. A misdemeanor conviction could result in fines and/or up to one year in the County Jail. A felony conviction could result in fines and/or a State Prison sentence.

RECIPIENT AGREEMENT AND SIGNATURE:
I have read or have had read to me the above and understand my reporting responsibilities. I will report any changes to my IHSS Social Worker.

---

Recipient Name (please print)

Recipient Signature (or Authorized Representative)  Date  Explained in full by County Representative  Date

YCHHSD 103 (Rev. 4/04)
YUBA COUNTY IHSS PROVIDER RESPONSIBILITIES
AND
FACTS YOU SHOULD KNOW ABOUT FRAUD

- Provide only the services and hours authorized on the Recipient’s most recent Notice of Action or IHSS Service Delivery Plan. If claims are submitted for hours worked outside the services listed it could result in criminal prosecution or administrative action.

- If you are providing services for a Recipient receiving Protective Supervision services, you are responsible for assuring that the Recipient has adequate supervision at all times. Even though Protective Supervision hours do not compensate for an entire 24-hour day, the Provider is responsible to make sure the Recipient is never left unsupervised. Should this occur and the Recipient is injured as a result of being left alone, it could result in charges of criminal neglect.

- Never work in a Recipient’s home when the Recipient is not present. Do not allow Recipient to give you a key to his/her home.

- Do not allow Recipient to give you his/her bankcard or give you access to his/her bank accounts.

- Report to the IHSS office anytime that the Recipient is admitted into the hospital or other care facility. The Recipient is not eligible for IHSS care during the time he/she is out of his/her home.

- Report to the IHSS Social Worker any time the Recipient has a change in his/her health or service needs, goes on vacation, moves, or has anyone move into or out of his/her home.

- Always contact the Recipient if you are going to be late or unable to work.

- Always have the timesheet filled out with the hours worked before having the Recipient sign.

- It is unlawful to submit a timesheet for payment of hours which you have not actually worked.

- The timesheet needs to be signed and dated by you and the recipient after the work period has ended.

- Submit your timesheet promptly at the end of each work period.

- If the Recipient has a share-of-cost, you are responsible to collect this amount directly from the Recipient after the services to cover the share-of-cost have been provided.

- All information regarding a Recipient’s name, address, phone number, health conditions and service needs are completely confidential. This information is to be used only to assist you in providing authorized services. Any other use of this information is inappropriate and illegal. Any infringement of recipient confidentiality will be grounds for dismissal.

- Confidentiality does not end even when you stop working for a Recipient or the IHSS program.

- A person may be guilty of committing fraud when he or she, with intent to defraud, presents for payment to any authorized person or officer of Yuba County any false or fraudulent claim.

- All persons suspected of committing fraud will be referred to the California Department of Health Care Services Fraud Investigator. If evidence of fraud is found, a criminal case may be referred to the District Attorney for prosecution. A misdemeanor conviction could result in fines and/or up to one year in the County Jail. A felony conviction could result in fines and/or a State Prison sentence.

PROVIDER SIGNATURE AND AGREEMENT:
I have read, understand and agree to follow the above policies. I further understand that violation of the above policies could result in termination and criminal prosecution.

Also, if I receive any type of Public Assistance, I am aware that I must report ALL IHSS earnings. This includes reporting to my CalWORKS, Food Stamps, General Assistance and Medi-Cal worker if applicable.

Provider Signature ___________________________ Date ___________________________

County Representative ___________________________ Date ___________________________

YCHHSD 188 (Rev. 4/04)
## Budget Justification

**Yuba County's Fraud Funding Plan for FY 2011-12**

<table>
<thead>
<tr>
<th>Budget Section</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel Costs (includes employee benefits)</td>
<td>$ 56,638</td>
</tr>
<tr>
<td>B. Operating Expenses</td>
<td>$ 7,239</td>
</tr>
<tr>
<td>C. Equipment Expenses</td>
<td>$</td>
</tr>
<tr>
<td>D. Travel/Per Diem and Training</td>
<td>$</td>
</tr>
<tr>
<td>E. Subcontracts and Consultants</td>
<td>$</td>
</tr>
<tr>
<td>F. Other Costs</td>
<td>$ 1,200</td>
</tr>
<tr>
<td>G. Indirect Expenses</td>
<td>$ 4,877</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$ 69,954</strong></td>
</tr>
</tbody>
</table>

### A. Personnel Costs (including employee benefits)

- **Title:** Health & Human Services Program Manager (Adults) .05 FTE
  - **Salary Calculation:** FY Salary for 10 months @ .05FTE ($4,489)+benefits ($1,136)
  - **Duties Description:** Oversee tracking and statistics on fraud referrals, overpayments, investigations and fraud activities; meet with IHSS Fraud staff, DHCS Fraud Investigator and District Attorney as necessary; arrange for training on fraud for IHSS staff as available; meet with SW Supervisor and review required reports and fraud prevention plans for accuracy before sending to CDSS
  - **Total Budget:** $ 5,625

- **Title:** Social Worker Supervisor (Adults) .05 FTE
  - **Salary Calculation:** FY Salary for 10 months @ .05 FTE ($3,021)+benefits ($637)
  - **Duties Description:** Review and track fraud referrals; maintain statistics on overpayments, investigations and other fraud activities; complete required CDSS reports and plans; back up Fraud Social Worker
  - **Total Budget:** $ 3,658

- **Title:** Social Worker III (Bilingual) .48 FTE
  - **Salary Calculation:** FY Salary for 10 months @ .48 FTE ($23,936)+benefits ($11,816)
  - **Duties Description:** Attend all provider orientations; discuss fraud and consequences of committing fraud; community outreach activities; investigate suspicious activity cases; make referrals to fraud unit of DHCS
  - **Total Budget:** $ 35,752

- **Title:** Accounting Assistant II .236 FTE
  - **Salary Calculation:** FY Salary for 10 months @ .236 FTE ($6,964)+benefits ($4,639)
  - **Duties Description:** Provide clerical support, compute overpayments and collections activities, maintain statistics on fraud activities
  - **Total Budget:** $ 11,603

- **Title:**
  - **Salary Calculation:**
  - **Duties Description:**
Title: Salary Calculation: $ 
Duties Description: 

Total Personnel Costs: $ 56,638

<table>
<thead>
<tr>
<th>B. Operating Expenses</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Operating</td>
<td>$ 6,864</td>
</tr>
<tr>
<td>Description: Rent, Utilities, Security, Custodial, Household, Office Supplies, Insurance, and Communications.</td>
<td></td>
</tr>
<tr>
<td>Title: 800 Hot Line</td>
<td>$ 375</td>
</tr>
<tr>
<td>Description: Anti-fraud phone hot line (866-999-9113) 24 hour number and contracted answering service</td>
<td></td>
</tr>
</tbody>
</table>

| Title: |
| Description: |

Total Operating Expenses: $ 7,239

<table>
<thead>
<tr>
<th>C. Equipment Expenses</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>$</td>
</tr>
<tr>
<td>Description:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td>$</td>
</tr>
<tr>
<td>Description:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td>$</td>
</tr>
<tr>
<td>Description:</td>
<td></td>
</tr>
</tbody>
</table>

Total Equipment Expenses: $

<table>
<thead>
<tr>
<th>D. Travel/Per Diem and Training</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>$</td>
</tr>
<tr>
<td>Description:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td>$</td>
</tr>
<tr>
<td>Description:</td>
<td></td>
</tr>
</tbody>
</table>
### E. Subcontracts and Consultants

<table>
<thead>
<tr>
<th>Title</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
</table>

**Total Subcontracts and Consultants:** $

### F. Other Costs

<table>
<thead>
<tr>
<th>Title</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising</td>
<td>$1,200</td>
</tr>
</tbody>
</table>

**Description:** Brochures, Pens With Fraud 800#

<table>
<thead>
<tr>
<th>Title</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
</table>

**Total Other Costs:** $1,200

### G. Indirect Expenses

<table>
<thead>
<tr>
<th>Title</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>------------------------------</td>
</tr>
<tr>
<td><strong>Title:</strong> Indirect</td>
</tr>
<tr>
<td><strong>Description:</strong> A-87 Outside Indirect Charges</td>
</tr>
<tr>
<td><strong>Total Indirect Costs:</strong></td>
</tr>
</tbody>
</table>
TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 602, Title 14, California Code of Regulations, relating to the SHARE Program, which will be published in the California Regulatory Notice Register on October 14, 2011.

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

Ms. Victoria Barr, SHARE Program Coordinator, Department of Fish and Game, phone (916) 445-4034, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Craig Stowers
Senior Environmental Scientist
NOTICE OF PROPOSED RULEMAKING

The Department of Fish and Game (Department) proposed to adopt the proposed regulations described below after considering all comments, objections, and recommendations regarding the proposed action.

PUBLIC HEARING

The Department will hold a public hearing starting at 10:00 a.m. on November 28, 2011, in the conference room at 1812 9th Street, Sacramento, California 95811. The conference room is wheelchair accessible. At the hearing, any person may present statements or arguments orally or in writing relevant to the proposed action described in the Informative Digest. The Department requests but does not require that the persons who make oral comments at the hearing also submit a written copy of their testimony at the hearing.

WRITTEN COMMENT PERIOD

Any interested person, or his or her authorized representative, may submit written comments relevant to the proposed regulatory action to the Department. All written comments must be received by the Department at this office no later than 5:00 p.m. on November 28, 2011. All written comments must include the true name and mailing address of the commenter.

Written comments may be submitted by mail, fax, or e-mail, as follows:

Department of Fish and Game
Wildlife Branch
Victoria Barr, SHARE Program Coordinator
1812 9th Street
Sacramento, CA 95811
Fax: (916) 445-4048
Email: vbarr@dfg.ca.gov

AUTHORITY AND REFERENCE

Fish and Game Code Section 1572 (b) authorizes the Department to adopt these proposed regulations. The proposed regulations implement, interpret, and make specific Sections 1570, 1573, and 1574 of the Fish and Game Code.
INFORMATIVE DIGEST/POLICY STATEMENT OVERVIEW

The regulations proposed in this rulemaking action clarifies and makes specific the landowner enrollment process, the public application and permit issuance process, and the general operating conditions for the Shared Habitat Alliance for Recreational Enhancement (SHARE) program.

Fish and Game Code Sections 1570-1574 also authorizes DFG to: 1) enter into contracts with private landowners, nonprofit organizations, governmental entities, or any other entities to provide payment for providing wildlife-dependant recreational activities on their property; 2) establish and impose user fees in an effort to fund the program appropriately; and 3) promulgate regulations to implement the program.

Specifically:
1) Section 602(a) defines what constitutes a SHARE program property;
2) Section 602(b) describes the landowner enrollment process;
3) Section 602(c) describes permitted uses allowed on a SHARE property;
4) Section 602(d) places responsibility on the permit holders to follow all state law and regulations governing the permitted activity;
5) Section 602(e and f) describes the public application and permit issuance process;
6) Section 602(g) describes access for law enforcement purposes;
8) Section 602(h) describes agreement cancellation.

DISCLOSURES REGARDING THE PROPOSED ACTION

The department has made the following initial determinations:

Mandate on local agencies or school districts: None.

Costs or savings to any state agency: None.

Cost to any local agency or school district which must be reimbursed in accordance with Government Code sections 17500 through 17630: None.

Other nondiscretionary cost or savings imposed on local agencies: None.

Costs or savings in federal funding to the state: None.

Significant, statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states: None.

Cost impacts on a representative private person or business: The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.
Adoption of these regulations will not:

(1) create or eliminate jobs within California
(2) create new businesses or eliminate existing businesses within California; or
(3) affect the expansion of businesses currently doing business within California

Significant 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 ALTERNATIVE

In accordance with Government Code Section 11346.5, subdivisions (a)(13), the Department must determine that no reasonable alternative it considered or that has otherwise been identified and brought to the attention of the Department would be more effective in carrying out the purpose for which this action is proposed or would be as effective and less burdensome to affected private persons that the proposed action.

The Department invites interested persons to present statements or arguments with respect to alternatives to the regulations at the scheduled hearing or during the written comment period.

CONTACT PERSONS

Inquiries or comments concerning the proposed rulemaking action may be addressed to:

Name: Victoria Barr
Address: 1812 Ninth Street
Sacramento, CA 95811
Telephone No.: 916-445-4034
Fax No.: 916-445-4048
E-Mail Address: vbarr@dfg.ca.gov

The backup contact person is:

Name: Craig Stowers
Address: 1812 Ninth Street
Sacramento, CA 95811
Telephone No.: 916-445-3553
Fax No.: 916-445-4048
E-Mail Address: cstowers@dfg.ca.gov
Website Access: Materials regarding this proposal can be found at: www.dfg.ca.gov/news/pubnotice.

Please direct requests for copies of the proposed text (the “express terms”) of the regulations, the initial statement of reasons, the modified text of the regulations, if any, or other information upon which the rulemaking is based to Ms. Barr at the above address.

AVAILABILITY OF THE STATEMENT OF REASONS, TEXT OF PROPOSED REGULATIONS, AND RULEMAKING FILE

The Department will have the entire rulemaking file available for inspection and copying throughout the rulemaking process at its office at the above address. As of the date this notice is published, the rulemaking file consists of this notice, the proposed text of the regulations, and the initial statement of reasons. Copies may be obtained by contacting Ms. Barr.

AVAILABILITY OF CHANGED OR MODIFIED TEXT

After holding the hearing and considering all timely and relevant comments received, the Department may adopt the proposed regulations substantially as described in this notice. If the Department makes modifications which are sufficiently related to the originally proposed text, it will make the modified text (with the changes clearly indicated) available to the public for at least 15 days before the Department adopts the regulations as revised. Please send requests for copies of any modified regulations to the attention of Victoria Barr at the address indicated above. The Department will accept written comments on the modified regulations for 15 days after the date on which they are made available.

AVAILABILITY OF THE FINAL STATEMENT OF REASONS

Upon its completion, copies of the Final Statement of Reasons may be obtained by contacting Ms. Barr at the above address.

AVAILABILITY OF DOCUMENTS ON THE INTERNET

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulations in underline and strikethrough can be accessed through our website at: www.dfg.ca.gov/news/pubnotice.
THIS PAGE INTENTIONALLY LEFT BLANK
October 14, 2011

Roger Abe, Chairman
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, California 95901

Dear Chairman Abe:

It has come to the attention of the Linda Fire Protection District that Yuba County Supervisor Andy Vasquez intends to mail a questionnaire/survey to the residents of the Olivehurst Fire Department service area. His stated intent in doing so is to inquire if those residents would like to have fire and emergency services provided by the Linda Fire Protection District.

Despite attempts by Linda Fire Chief Richard Webb to explain to Supervisor Vasquez that this is a much more complex issue than simply asking this question of the area residents, it appears that Supervisor Vasquez is determined to proceed with this course of action.

The Linda Fire Protection District Board of Directors took action at its October 13, 2011 meeting to oppose the actions of Supervisor Vasquez in sending this questionnaire/survey. The District Board is troubled by the fact that they were not informed or consulted in this matter, which has the potential to affect our ability to provide services, we are also unclear as to how the results might be utilized. The District Board also feels that this questionnaire/survey has the potential to portray the Linda Fire Protection District in a poor light and may very well lead to misunderstandings and/or misinformation in the community.

The District has a long and proud history of partnering with Yuba County. We believe this independent action by Supervisor Vasquez creates distrust between the agencies and can lead to a strain on our longstanding relationship.

Finally, the District Board feels this issue is much more appropriately a question for the Local Agency Formation Commission (LAFCO) and the district Boards.

Sincerely,

Robert Shinn
Chairman

CC: Each Yuba County Board of Supervisors Member
    Robert Bendorf, County Administrator

BOS CORRESPONDENCE
October 13, 2011

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 550, 550.5, 551, 552, 553, 630, and 703, Title 14, California Code of Regulations, relating to Public Use of Department of Fish and Game Lands, which will be published in the California Regulatory Notice Register on October 14, 2011.

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

Dr. Eric Loft, Chief, Wildlife Branch, Department of Fish and Game, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sheri Tiemann
Staff Services 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 sections 200, 202, 203, 355, 710, 710.5, 710.7, 713, 1002, 1050, 1053, 1526, 1528, 1530, 1570, 1571, 1572, 1580, 1581, 1583, 1585, 1761, 1764, 1765, 1907, 2118, 2120, 2122, 2150, 2150.2, 2157, 2190, and 10504 of the Fish and Game Code and to implement, interpret or make specific sections 355, 711, 713, 1050, 1053, 1055.3, 1526, 1528, 1530, 1570, 1571, 1572, 1580, 1581, 1583, 1584, 1585, 1590, 1591, 1764, 1765, 2006, 2116, 2116.5, 2117, 2118, 2120, 2125, 2150, 2150.2, 2151, 2157, 2190, 2193, 2271, 10504, 12000, and 12002 of the Fish and Game Code, and Section 14998, Government Code, proposes to amend sections 550, 551, 552, 630 and 703, add Section 550.5 and repeal Section 553, Title 14, California Code of Regulations, relating to Public Use of Department of Fish and Game Lands.

Informative Digest/Policy Statement Overview

The majority of acreage administered by the Department of Fish and Game is included in either wildlife areas or ecological reserves. Wildlife areas are acquired primarily for wildlife conservation and providing opportunities for compatible recreational uses (Fish and Game Code 1525 -1530). There are currently 110 wildlife areas that encompass approximately 707,071 acres. Ecological reserves are acquired primarily for the purpose of protecting rare and/or endangered native plant and animal species and specialized habitat types (Fish and Game Code 1580). Other purposes for the establishment of ecological reserves are the observation of native plants and animals by the general public and scientific research (Fish and Game Code 1584). The ecological reserves currently include 130 properties, encompassing approximately 204,585 acres. The Department also administers public access lands and properties which are not yet designated. These are typically properties that have been recently acquired but have not yet been designated as either wildlife areas or ecological reserves by the Fish and Game Commission.

The regulations that govern public uses of lands administered by the Department are in Sections 550, 551, 552, 553, and 630 of Title 14 of the California Code of Regulations (CCR). Currently, Sections 550, 551, and 553 pertain to wildlife areas that are owned or managed by the Department. Section 552 pertains to National Wildlife Refuges where the Department manages hunting programs, and Section 630 pertains to the Department's ecological reserves.

If approved, these proposed regulation changes would:

1) Consolidate and improve the consistency and clarity of the regulations that govern public use of lands owned and/or managed by the Department of Fish and Game, and remove existing regulations that are duplicative or unnecessary. The sections of Title 14, CCR that would be “cleaned-up” include 550, 551, 552, 553, and 630. Section 553, Heenan Lake Wildlife Area, is being moved to Section 551.

2) Standardize the process used to issue special use permits for activities or group events on Department lands that are outside of compatible activities defined in the proposed general regulations in Section 550 (b)(2), Title 14. Fees associated with Special Use Permits are proposed in Section 703.
3) Designate seven properties that have been acquired relatively recently by the Department as wildlife areas or ecological reserves (Sections 551(b) and 630(b) respectively of Title 14).

4) Change site-specific regulations for the Magnesia Springs Ecological Reserve, Riverside County (currently Section 630(b)(73), Title 14) to correct the names of trails that have been rerouted per the Coachella Valley Multiple Species Habitat Conservation Plan and Natural Communities Conservation Plan.

5) Change site-specific regulations for the Palo Verde Ecological Reserve, Riverside County (currently Section 630(b)(87), Title 14) with respect to method-of-take and species that are hunted on the property. These changes are proposed to promote visitor safety.

Background information is provided below to explain the need for the proposed regulation changes. The consolidation and clarification of the regulations and standardizing the procedures for addressing requests for special events or uses on Department lands will not result in any new uses of the Department’s land and will not remove existing uses. Because these proposed changes are meant to clarify existing regulations (and designate recently acquired lands) rather than change on-the-ground uses, the proposed regulation changes will not have an adverse effect on the environment and are not subject to a separate review process under the California Environmental Quality Act (CEQA). This is consistent with the substitution of regulatory documents of certified programs for Environmental Impact Reports or Negative Declarations provided for in Section 15252 of the California Code of Regulations.

Consolidate and Clarify Land Regulations

These sections include many subsections that are unnecessary because they duplicate other regulations or information in statutes, or because they address management issues that are more appropriate to address in individual land management plans (e.g. vegetation management by Department staff). The manner in which the regulations are organized makes it difficult for the public to find information on specific uses and know what is allowed or prohibited on Department lands. Inconsistencies throughout the regulations make it difficult for staff to interpret what is allowable resulting in potential enforcement issues. The quantity, lack of clarity and inconsistencies in the existing regulations make it difficult to assess whether new proposed regulations are consistent and non-duplicative.

Examples of Current Regulation Shortcomings:

Inconsistent:

1) Recently acquired lands not yet designated as wildlife areas or ecological reserves are referred to as “undesignated lands.” They are not regulated by Sections 550, 551, and 552, Title 14 which cover designated wildlife areas and the federal refuges with hunt programs managed by the Department. Undesignated lands are also not covered by Section 630, Title 14 which regulates the use of ecological reserves. Even though the lands have been acquired for conservation purposes, undesignated lands do not currently receive the same level of legal protection as designated properties. General regulations need to cover undesignated Department lands as well as the lands that are designated.
2) Section 630(a)(7) requires that visitors stay on designated trails in parts of ecological reserves that are designated as being especially environmentally sensitive. There are no comparable regulations for wildlife areas although they may include areas where it is important for visitors to stay on designated trails.

3) In Section 630(b), there are over twenty nearly identical regulations for research permits on individual ecological reserves. Research permits are not mentioned in the sections that govern wildlife areas (Sections 550 and 551) or the general regulations for ecological reserves (Section 630(a)). In practice, the Department oversees research conducted on all of its properties, however this should be clearly stated in the regulations. Existing regulations regarding research on Department lands contain problems of both duplication and inconsistency.

4) Section 550(b)(5) requires obtaining written authorization from the Regional Manager to hold an organized event on a wildlife area. There is no general or site-specific regulation in Section 630 that requires obtaining written authorization or a permit to conduct a special use or hold an event on an ecological reserve. In practice, the Department requires written permission for special uses or events on ecological reserves, but this should be clarified in the regulations.

5) Several regulations prohibit the application of pesticides on Department lands with varying exceptions made for applications conducted by public agency employees. Section 550(b)(15) specifies that pesticides can only be used in accordance with a Department-approved program. Section 630(a)(13) requires that pesticide use be authorized by either the Department or the Commission for management or public safety, and Sections 630(b)(24) and (25) require authorization from the Commission for pesticide applications on two ecological reserves. Although the common intent is to prohibit members of the general public from applying pesticides on Department lands, the existing regulations are inconsistent with regard to the Department's use of pesticides. It should be noted that pesticide use is analyzed in the land management plans for each property, which undergo public review through the CEQA process and that pesticide use by the Department is conducted in compliance with local, state and federal laws.

Confusing:

6) Multiple subsections of Sections 550, 551 and 630, Title 14 address the inter-related topics of research, educational activities and collecting. Differences in wording among these sections can be confusing to the public and Department staff. For example

- Section 550 does not contain a regulation that addresses collecting animals outside of hunting or fishing (e.g. for educational or scientific purposes).
- Section 550(b)(10)(A) states that plants can only be collected under the direction of the area manager or to build hunting blinds.
- Section 630 has one subsection (a)(3) that explains that collecting anything on an ecological reserve requires a scientific collecting permit obtained per Section 650, Title 14.
- Section 630(b) includes multiple site specific regulations that allow collecting for research or educational purposes under written authorization, but those subsections do not provide any specific directions. Examples of these subsections include 630(b)(29) and 630(b)(30).
7) Bicycles are currently allowed on “designated access” roads on ecological reserves (Sec 630(a)(4), Title 14). Currently nine out of the 130 ecological reserves have site specific regulations that allow bicycles on “designated trails” and five of those specifically describe the trails in the regulation. The vast majority of ecological reserves do not have maps, signs or regulations that designate particular roads or trails as access roads or bicycle trails. A similar state of confusion exists for bicycles on wildlife areas. Based on guidance about the purpose of the Department’s lands in Sections 1525 et. seq. and 1580 et. seq., Fish and Game Code and the acquisition documents and management plans written for these properties, one can reasonably conclude that bicycle riding does not align with the purposes for which lands are acquired by the Department, though it may not be incompatible on some areas under certain conditions. Under the proposed general regulations that apply to all Department lands (proposed Section 550(bb), Title 14) bicycles are only allowed on properties that have currently have site specific regulations allowing them (proposed Sections 551(l), (552), and 630(g)). Going forward, the use of bicycles will need to be evaluated under CEQA prior to adding them or removing them as a public use on specific Wildlife Areas and Ecological Reserves.

Unnecessary:

8) Duplication among regulations:

a. There are general regulations for fires on both ecological reserves (Section 630(a)(19)) and wildlife areas (Section 550 (b)(13)) There are 15 site specific regulations about fires in Sections 551(q) and 630(b). All of these regulations share the same intent of preventing wildfires on Department lands.

b. The general regulations in Sections 630(a) and 550(b) have many nearly identical regulations regarding destructive activities such as littering, dumping trash, destruction of habitat, archeological artifacts, vandalism, etc. It would be more clear and efficient to have a single set of regulations that apply to all Department lands that prohibit these activities.

9) Site Specific Regulations for Generally Incompatible Uses

b. Some site-specific regulations that prohibit specific activities are unnecessary because the activity is incompatible with the purpose of an ecological reserve. Incompatible uses are prohibited in general regulations and legislative statute. An example is current Section 630(b)(9)(l), Title 14 which prohibits the use of motorized model rockets and aircraft on the Ballona Wetlands Ecological Reserve. The preamble of Section 630 states that “public entry and use of ecological reserves shall be compatible with the primary purposes of such reserves.” Also, Regional Manager’s have the authority to prohibit incompatible uses (current Section 630(a)(22)). A specific regulation should not be necessary to prohibit the use of motorized model rockets and aircraft on the ecological reserve because it is incompatible with the primary purpose of the reserve.

10) Explicitly covered in statute and land management plans

Regulations that address an activity that is already very explicitly addressed in statute are not necessary. An example is a regulation authorizing the Department to construct facilities on the Rancho Jamul Ecological Reserve (Section 630(b)(99)(C), Title 14). Section 1584 of the Fish and Game Code clearly authorizes the Department to construct
such facilities, where appropriate on ecological reserves. Beyond the statute, the 
construction of such facilities is addressed in each property’s land management plan, 
and associated environmental documents, which undergo public review in accordance 
with CEQA.

11) Activities better addressed on a site specific basis in land management plans:

a. Some existing regulations address management activities conducted by the 
Department that must also be analyzed in land management plans and associated 
environmental documents prepared for each property. Some of these management 
activities are also regulated by other agencies. An example of this is language in the 
existing regulations that addresses the use of pesticides by the department (Sections 
550(b)(15), 630(a)(13), 630(b)(24), and 630(b)(25)). Pesticide use is analyzed in the 
land management plans for each property, which undergo public review through the 
CEQA process and pesticide use by the Department is conducted in compliance with 
local, state and federal laws.

Approach to Consolidate and Clarify the Regulations:

The regulatory language in this proposal consolidates the general regulations for wildlife areas 
and ecological reserves (currently Sections 550(b), 551(b) through 551(p), and 630(a), Title 14). 
The intent is to provide a single set of general regulations in Section 550, Title 14 that apply to 
all properties owned or managed by the Department of Fish and Game.

In addition to eliminating duplication among the general regulations, site specific regulations in 
the current Sections 551(q), 552, 553, and 630(b) that are duplicated for many individual 
properties are consolidated into the proposed general regulations in Section 550. For example, 
instead of the 24 site-specific regulations currently addressing research permits in Section 
630(b), there will be one regulation that addresses research permits for all Department lands in 
Section 550(f).

Regulations pertaining only to wildlife areas will remain in Section 551, and regulations 
pertaining only to ecological reserves will remain in Section 630. Site specific regulations will be 
retained if they address a unique need for a particular property. New tables are included to 
assist users with finding regulations on specific uses or properties.

The consolidation described above reduces the overall length of the regulations, but that 
reduction is somewhat offset by providing more definitions and specific direction on issues such as 
research permits and special use permits. Overall, these changes should facilitate 
responsible use and management of the Department’s lands. It is anticipated that the public and 
staff will find the proposed regulations easier to use and understand. It is important to note that 
this proposed “clean-up” of the regulations does not remove any existing public uses or add any 
new uses. Because no changes in existing environmental conditions are proposed with these 
changes, they do not require separate review under CEQA.

Standardize Processing and Recover Costs for Special Use Permits

Individuals and organizations may desire to conduct events on Department lands which are 
outside of the routine uses of the property or involve large groups of people or domestic animals. 
Examples of these types of uses or events include field dog trials, organized horseback trail
rides, mountain bike access, running events (e.g. 10K runs), weddings and commercial filming. These special uses may conflict with routine uses and the conservation purposes of Department lands. However, in many cases, under specified conditions, these activities could be conducted in a manner that is consistent with the overall management of the properties. It should be noted that review of these requests, and the development and implementation of these conditions may require additional work by Department staff whose time is often fully committed under their existing workload. Lack of sufficient Department staff can be a limiting factor for authorizing these activities.

There currently are no statewide procedures for making or processing these requests. Fish and Game Code Sections 1528 and 1580 authorize the Department to operate wildlife areas and ecological reserves, respectively, for the purposes described in those sections. Conservation of natural resources is a primary purpose of both wildlife areas and ecological reserves. Current Section 550(b)(2), Title 14 authorizes the Department to restrict entry into wildlife areas for safety and management purposes and similar language exists for ecological reserves in Section 630(a)(10). Section 550(b)(5) for wildlife areas currently requires prior written authorization from the Regional Manager for special events, but it does not provide guidance on how this authorization should be issued. The regulation does state that the activity must be compatible with the management objectives of the property. Section 550(b)(14) states that "special permits" are required for field dog trials on wildlife areas, but it provides no information about what these permits are or how to obtain them. Special uses or events are not addressed in the current regulations for ecological reserves (Section 630), although the Department does receive and respond to requests for special uses of these properties.

In order for the Department to meet its public trust responsibilities with regard to lands management, it is necessary for the regulations in Title 14 to provide a consistent method for authorizing special uses of all Department lands.

Proposed Sections 550(d) and 550.5(d), Title 14 clarify when a special use permit is necessary and standardize how special use permits are applied for, evaluated and processed. A definition of special uses is provided in proposed Section 550(b)(7). This does not introduce a new use because, as discussed above, the Department has authorization to administer entry and uses of its lands, and existing regulations specifically direct the public to apply for permits or written authorization for group activities and other special uses on wildlife areas. In practice, individuals and groups request authorization to conduct special use activities on ecological reserves, although this is not specifically addressed in the current general regulations for ecological reserves (Section 630, Title 14). There is a lack of direction in the existing regulations for both the public and staff in how to handle these requests for all types of Department lands.

There is also no mechanism at present for the Department to recover the costs of reviewing special use requests, meeting with applicants, writing conditions and conducting on-site work required for special uses (e.g. posting and removing signs, assisting with or monitoring the special use, clean up or repairs). Section 710 of the Fish and Game Code discusses the need to develop funding sources to cover the Department's costs. Section 1050 of the Fish and Game Code authorizes the Commission to set fees to cover reasonable costs incurred by the Department to implement and administer permitting activities. Fish and Game Code Section 1528 authorizes the Commission to set fees for any use privileges on wildlife areas and for the Department to collect fees. Section 1585 states that the Department can collect fees for selected ecological reserves.

The proposed regulations introduce an application fee and a special use permit fee to cover the
Department's costs for reviewing and processing an application to conduct special uses on Department lands. The proposed fees would be added to Section 703, Title 14. The tasks involved are listed below ("TASKS PERFORMED BY DEPARTMENT STAFF"). The applicant would submit a filing fee ($58.71, per Sections 699 and 704, Title 14), with a permit application to the appropriate Regional office. A Special Use Permit fee would only be paid if the applicant receives notice from the Regional office that the Department intends to approve the permit and allow the special use. The proposed application form, standard permit conditions and related attachments that would be provided to the applicant are attached to this Initial Statement of Reasons.

If the Department intends to issue a special use permit, the Department's Regional staff will send a draft permit to the applicant that will include all terms and conditions, including any that are special or unique to that use or that site, and notification of the permit fee and any other costs or deposits that are due prior to the permit being issued. If the applicant accepts the terms and conditions of the permit, he or she signs the acceptance statement on Attachment C and returns it to the Regional office with the draft permit. Once Attachment C is signed and any fees, costs and/or deposits are paid, the Regional Manager or authorized representative will sign and issue the final approved permit. It should be noted that educational activities are listed as a compatible use in proposed Section 550(b)(2) and will not require a special use permit, though written authorization from the Regional Manager or designee will be required per proposed Section 550(e), Title 14.

If the Department denies a special use permit, the Regional Manager or designee will send notification to the applicant explaining the reason that the permit was denied. The criteria for approving a special use permit application are included in proposed Section 550.5(d)(3)(A).

Proposed regulations (Section 550.5(d)) include by reference a special use permit application form, a supplementary form for special uses that are expected to provide a profit to the applicant, and three additional attachments:

Attachment A: Explains the process for obtaining a special use permit and the Permit's standard terms and conditions.

Attachment B: Instructs the applicant on determining which Regional office special use permit applications should be sent to, and provides the addresses for the Regional offices.

Attachment C: Applicant's acceptance of the terms, conditions, fees and any other costs for the special use permit. This form is not signed and submitted until after the applicant receives a draft permit from the Department with all of the special use permit conditions and costs included.

The permit application and many of the standard terms and conditions were adapted from similar processes and programs elsewhere in the State.

The permit fee calculations below assume typical costs for uncomplicated reviews, setting of conditions, and projects that do not require staff time beyond the tasks listed below ("TASKS PERFORMED BY DEPARTMENT STAFF"). The proposed regulations in Section 550.5(d) allow the Department to recover additional costs that might be incurred and also to collect a refundable cleaning/damage deposit. Information fields for Department staff to fill out are
provided in the permit section of the proposed special use permit application form for the purpose of explaining any additional cost or deposit to the applicant. Examples of additional costs are site preparation (e.g. posting and subsequently removing signs), monitoring the special use, cleaning up or conducting repairs afterwards as a result of the special use. On properties that require a per person day use fee, the special use permit and any additional charges are in addition to the per person day use fee. There are two types of special use permits proposed:

Special Use Type 1 – Permit Fee $51.00

A “Type 1” special use meets all of the following criteria:

- 30 or fewer visitors on-site,
- ten or fewer (0-10) animals (such as dogs or horses) or bicycles (or other pedaled vehicle) in total,
- does not require the use of animals, bicycles, vehicles, or large equipment outside of designated parking areas, roads, trails, or areas authorized for visitor use, and
- does not require use of the site for more than one calendar day during regular operating hours for the subject property. Visitor is defined in Section 550(a)(5), Title 14.

Special Use Type 2 – Permit Fee $386.50

“Type 2” special uses involve any of the following:

- over 30 visitors on-site,
- over ten bicycles or animals in total,
- requires the use of animals, bicycles, vehicles, or large equipment outside of designated parking areas, roads, trails, or areas authorized for visitor use, and
- use of the site for more than one calendar day.

The fee calculations are presented below:

TASKS PERFORMED BY DEPARTMENT STAFF:

- Application Review
- Site visit, phone conversations, e-mails with Applicant
- Notify other Department staff (law enforcement, other land management staff)
- Evaluate any policy issues and consult with Department staff as needed
- Write any special conditions of permit
- Prepare written notification to applicant
- Review and approval of permit by management staff
- Distribution and filing of paperwork
- Fee processing

Assume lead staff person for processing special use permit applications will be a Habitat Supervisor II, Interpreter II, Associate Biologist, Environmental Scientist Range B, Environmental Scientist Range C, Senior Biologist, or Staff Environmental Scientist.
<table>
<thead>
<tr>
<th>Special Use Permit Cost - Special Use Permit Fee: Type 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lead Staff Person (Interpreter II, Associate Biologist, Senior Biologist, Environmental Scientist, Staff E.S., or Habitat Supervisor II)</strong></td>
</tr>
<tr>
<td>Environmental Program Manager</td>
</tr>
<tr>
<td>Regional Manager</td>
</tr>
<tr>
<td>Office Technician</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
</tr>
<tr>
<td>Overhead</td>
</tr>
<tr>
<td>Application Fee Surcharge</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
</tr>
<tr>
<td>Application Fee + Surcharge</td>
</tr>
<tr>
<td><strong>Permit Fee</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Use Permit Cost - Special Use Permit Fee: Type 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interpreter II, Associate Biologist, Senior Biologist, Environmental Scientist, Staff E.S., or Habitat Supervisor II</td>
</tr>
<tr>
<td>Environmental Program Manager</td>
</tr>
<tr>
<td>Regional Manager</td>
</tr>
<tr>
<td>Office Technician</td>
</tr>
<tr>
<td>Vehicle expenses</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
</tr>
<tr>
<td>Overhead</td>
</tr>
<tr>
<td>Application Fee Surcharge</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
</tr>
<tr>
<td>Application Fee + Surcharge</td>
</tr>
<tr>
<td><strong>Permit Fee</strong></td>
</tr>
</tbody>
</table>

1 Hourly rate = Monthly salary + 174 hours/month x 1.33% (benefits)  
$30/hr = median salary for classifications listed for “lead staff person”  
$40/hr = median salary for Environmental Program Manager 1  
$43/hr = median salary for Regional Managers (Classification = CEA)  
$17/hr = median salary for Office Technician  
Salaries for civil service classifications accessed at www.sbp.ca.gov on April 29, 2011  
2009 salaries for current Regional Managers: www.sacbee.com on April 29, 2011  
2Estimated Department overhead rate = 20%  
3$57 of the permit cost is recovered by a non-refundable application fee, based on Title 14, Section 699. This fee will be processed through the Department’s Automated License Data System and a $1.71 surcharge will be added to the application fee per Section 704, Title 14.
Designation of Properties

The Department proposes designations of the recently acquired lands described below as wildlife areas per Fish and Game Code Sections 1525 and 1526 or ecological reserves per Fish and Game Code Section 1580. Wildlife areas are currently designated by addition to Section 550(a), Title 14. The list of designated wildlife areas is proposed for inclusion in Section 551(b) under the proposed regulation changes. Ecological reserves will continue to be designated through addition to Section 630(b) under the proposed regulations. A compilation of Land Management Summaries and maps for the properties that are proposed for designation is included as an attachment to this document.

Wildlife Areas (Proposed Section 551b)

1) Designate the Burcham and Wheeler Flats Wildlife Area, Mono County (Type C).

The proposed Burcham and Wheeler Flats Wildlife Area (BFWA) is approximately 1,160 acres of sagebrush scrub and meadow habitat located north of the town of Bridgeport in Mono County. The primary management objective for the proposed BFWA is to conserve and enhance essential wildlife habitat for greater sage grouse (Centrocercus urophasianus), pygmy rabbit (Brachylagus idahoensis), and other sagebrush obligate species; and, to retain dispersal corridors for migratory mule deer and large carnivores. The area once supported six historical sage grouse strutting grounds, of which two are currently active. BFWA still supports nesting and brood rearing habitat (mostly wet meadows) as well as winter habitat for this species. An estimated 3,500-4,500 deer (Odocoileus hemionus) from the East and West Walker deer herds migrate through the area. In addition, the area functions as a portion of the spring and fall holding area for these herds, as well as summer range fawning habitat.

The property is surrounded by U.S. Forest Service and/or private land and has been used by the general public in an uncontrolled manner (e.g., illegal grazing, destruction of signs and fencing, off-road vehicle use). Designation as a wildlife area under the proposed Section 551, Title 14 will bring the property under the protection of the general regulations in Sections 550 and 551. This will assist the Department in controlling destructive activities on-site and better protect federal and state listed species, and the habitat necessary to ensure their continued existence.

Ecological Reserves (proposed Section 630(b))

1) Designate the Bakersfield Cactus Ecological Reserve, Kern County

The primary management objective for the proposed 658 acre Bakersfield Cactus Ecological Reserve is the protection and long-term preservation of the Bakersfield cactus (Opuntia basilaris var. treleasei), which is both state and federally listed as Endangered. Additional objectives include preserving San Joaquin Valley upland habitat features, protecting other special status species and wildlife corridors, and allowing appropriate public access and use. The land is currently undesignated Department-owned property located near a high density urban setting and used by the general public in an uncontrolled manner (e.g., illegal dumping, horseback riding, dogs off leash, destruction of signs and fencing, off-road vehicle use). The property's designation as an ecological reserve in Section 630(b), Title 14 will bring it under the protection of the general regulations for Department lands (proposed Section 550), and other pertinent regulations in Section 630. This will help to alleviate damaging activities and better protect federal and state listed species and their habitats.
2) Designate the Cambria Pines Ecological Reserve, San Luis Obispo County

The primary management objective for the proposed 106 acre Cambria Pines Ecological Reserve is the protection and long-term preservation of a native stand of Monterey pines (Pinus radiata) and associated botanical resources. Native Monterey pine forests occupy a small portion of their historical range and are currently restricted to five coastal locations. A secondary objective is to directly and indirectly protect the resources of Santa Rosa Creek through watershed protection and by not utilizing the existing wells on site so that water in this aquifer will be available for the creek. Protection and enhancement of Santa Rosa Creek will provide direct benefits to a number of creek and riparian dependent species including southern steelhead (Oncorhynchus mykiss irideus), California red-legged frog (Rana draytonii), western pond turtle (Emys marmorata), two-striped garter snake (Thamnophis hammondii), and yellow warbler (Dendroica petechia). The land is currently undesignated Department-owned property located near a high density urban setting and used by the general public in an uncontrolled manner (e.g., illegal dumping, horseback riding, dogs off leash, destruction of signs and fencing, off-road vehicle use). The property’s designation as an ecological reserve in Section 630(b), Title 14 will bring it under the protection of the general regulations for Department lands (proposed Section 550), and other pertinent regulations in Section 630. This will help to alleviate damaging activities and better protect sensitive species and their habitats.

3) Designate the Liberty Island Ecological Reserve, Solano County.

Liberty Island is a 5,209 acre inundated island at the southern end of the Yolo Bypass (Bypass) in the northern Sacramento-San Joaquin Delta. The portion of the island owned by the Department is 4,308 acres in Solano County. The area lies approximately twelve miles south-southeast of the town of Dixon, ten miles north of Rio Vista. It is accessible via county roads that intersect State Route 113 in Solano County. The property is bound by Liberty Cut, Prospect Slough, Little Holland Tract, and the western levee of the Sacramento Deep Water Ship Channel (which is now the eastern Yolo Bypass levee) to the east. Shag Slough and the Western Bypass Levee bound Liberty Island on the west. The Yolo Bypass Wildlife Area, owned by the Department, lies to the north with agriculture and conservation properties lying directly between Liberty Island and Yolo Bypass Wildlife Area. The southern region of Liberty Island is predominately open water and stands at tidal and subtidal elevations. The area of the Island within Solano County is open to full tidal excursion.

The primary purpose for accepting transfer of the Liberty Island from the Trust for Public Lands was to protect the developing wetland for special status fish species. The U.S. Fish and Wildlife Service has classified lands including and near Liberty Island as "critical habitat" for the Central Valley fall-run chinook salmon (Oncorhynchus tshawytscha) and the Delta smelt (Hypomesus transpacificus). The National Oceanic and Atmospheric Administration has listed as threatened the Southern Distinct Population Segment of North American Green Sturgeon (Acipenser mediocris) and designated Yolo Bypass lands as critical habitat for the species.

Positioned at the downstream end of the Yolo Bypass, Liberty Island is within the statutorily defined flood easement protecting urban Sacramento. The Department recognizes the importance of flood control and acknowledges Liberty Island habitat management constraints may be impacted by flood flow accommodation. Flooding is an important ecosystem process that shapes habitat structure and benefits fish and wildlife. The Department anticipates managing Liberty Island in a manner that is consistent with both flood protection and wildlife
needs.

Liberty Island currently supports significant existing wildlife and has outstanding potential for restoration, floodplain management, and endangered species recovery. Seven primary management concerns pertain to the Liberty Island Ecological Reserve (LIER):

- **Endangered Species/ Critical Habitats**: To protect, restore, and enhance native habitats, aid the recovery of federally and state listed endangered and threatened species.
- **Biodiversity**: To protect, manage, and restore the riparian woodlands, tidally-influenced wetlands, tidal open water, and non-tidal open water habitats representative of the biological diversity of the Sacramento/San Joaquin River Delta.
- **Connectivity**: Provide habitat linkages and migration corridors for wildlife in the Yolo Bypass and Cache Slough Complex to adjacent habitats.
- **Cooperative Management**: To coordinate land management activities with Federal, State, and local governments and agencies, private conservation organizations and citizens in support of fish and wildlife resource protection at the LIER.
- **Wildlife**: To provide breeding, migration, and wintering habitat for migratory and resident birds; aquatic habitat for spawning, rearing and refugia for endangered or threatened native fish, such as longfin smelt (*Spirinchus thaleichthys*), delta smelt, Sacramento splittail (*Pogonichthys macrolepidotus*) and salmon; and, provide habitat for mammals such as otters, beaver, muskrat, and others.
- **Public Use**: To provide limited, safe, and high quality opportunities for compatible educational and recreational activities that foster public appreciation of the unique natural heritage of the Bay/Delta Ecoregion.
  - Hunting at such times and in specific areas as designated by the Department is proposed for this reserve in Section 630(d)(23).
- **Flood Flow Conveyance**: To facilitate flood flow conveyance and the transportation of additional flows through the LIER in a manner that benefits wildlife by managing on-site conveyance features through nonstructural improvements such as vegetation management.

The property is currently undesignated land owned by the Department, located near an urban area. It is used by the general public in an uncontrolled manner (e.g. illegal dumping, destruction of signs, unregulated hunting, overnight camping, unauthorized structures built on property). The property's designation as an ecological reserve in Section 630(b), Title 14 will bring it under the protection of the general regulations for Department lands (proposed Section 550), and other pertinent regulations in Section 630. This will help to alleviate damaging activities and better protect federal and state listed species and their habitats.

4) Designate the San Antonio Valley Ecological Reserve, Santa Clara County.

The primary management objective of the 2,899 acre proposed San Antonio Valley Ecological Reserve is protection of native habitat types, wildlife and plant species that are present on the property. The site has historically been used for hunting, and limited hunting as part of special opportunities at such times and in specific areas as designated by the Department is proposed in Section 630(d)(36).

The native habitat types on proposed reserve include Valley Oak Woodland, Blue Oak-Foothill Pine Woodland, Mixed Chaparral, and Vernal Pool. The property contains a high abundance and diversity of native flowering plants including five sensitive species. Hospital Canyon larkspur (*Delphinium californicum* subsp. *interius*) and chaparral hairbell (*Campanula exigua*) have not
been proposed for state or federal listing as threatened or endangered, but are considered very rare and vulnerable by the California Native Plant Society (CNPS List 1B.2). Santa Clara thornmint (Acanthomintha lanceolata), spring lessingia (Lessingia tenuis), Michael's rein orchid (Piperia michaelii) are California Native Plant Society List 4 plants, which are of limited distribution or infrequent throughout a broader area in California. Special status wildlife species possibly occurring on-site include California tiger salamander (Ambystoma tigrinum californiense), red-legged frog (Rana aurora) and foothill yellow-legged frogs (Rana boylii). Tule elk (Cervus elaphus), which were re-introduced into their historical habitat in the 1970s, have been observed on the property.

Cattle grazing and other unauthorized uses have occurred on the property. The property is adjacent to Henry Coe State Park and private ranches. The property's designation as an ecological reserve in Section 630(b), Title 14 will bring it under the protection of the general regulations for Department lands (proposed Section 550), and other pertinent regulations in Section 630. This will provide the level of protection appropriate for the sensitive habitats and species known or anticipated to be on-site.

5) Designate the Sands Meadow Ecological Reserve, Tuolumne County.

The primary management objective for the proposed 120 acre Sands Meadow Ecological Reserve (SMER) is the protection of montane meadow, stream and forest habitats in the central Sierra Nevada. Management objectives would be to survey and manage for special status species including great gray owl (Strix nebulosa) and willow flycatcher (Empidonax traillii), both of which are State-listed as Endangered, known from this general area and utilize the type of habitats available on-site. Other focus species include a suite of mesocarnivores (animals that are mostly carnivorous) including Sierra Nevada red fox (Vulpes vulpes nacator, State-listed as Threatened), wolverine (Gulo gulo, State-listed as Threatened), fisher (Martes pennanti) and marten (Martes americana). Management of this property as an ecological reserve would also facilitate protection of an adjacent 40 acre property with a conservation easement held by the Department. The 40 acre parcel is bordered on three sides by the SMER. The two properties combined are surrounded by the Stanislaus National Forest and are wholly contained within a designated State Game Refuge. The designation of the Department’s parcel as an ecological reserve in Section 630(b), Title 14 will bring it under the protection of the general regulations for Department lands (proposed Section 550), and other pertinent regulations in Section 630. This designation will provide the level of protection appropriate for the sensitive habitats on-site and the listed species they support.

6) Designate the Vernalis Ecological Reserve, San Joaquin County.

The proposed Vernalis Ecological Reserve (VER) is approximately 136 acres of seasonal emergent wetland and riparian habitat, located along the San Joaquin River, south of Manteca in San Joaquin County. It consists of two separate units, Vernalis and Dredger Island, located on opposite sides of the mouth of a deep oxbow. The Vernalis unit is 115 acres in size and consists primarily of seasonal emergent wetland vegetation, along with a few small scattered cottonwoods. The Dredger Island unit is 21 acres in size and is a remnant stand of riparian habitat dominated by large cottonwoods and valley oaks (Quercus lobata), with some willows, elderberry (Sambucus mexicana), and other native shrubs in the understory. Both parcels are within the floodplain of the San Joaquin River. Because the habitat value to native species on this property is high and the potential for recreational use is relatively low due to its small size and lack of land-based public access, the Department proposes that this property should be designated as an ecological reserve.
The primary management objective for the proposed VER is to conserve the property's seasonal wetland and riparian habitat and provide limited public recreational opportunities in the form of fishing and hunting. Other than permitted access across private farms that borders both properties, the only access is by boat from the San Joaquin River, or by walking one to two miles along a levee from a public road. Most anglers access the properties by boat.

Recreational use of the properties is low, but illegal activities such as off-highway vehicle (OHV) use, trash dumping, target shooting, and campfires are fairly common. Department law enforcement personnel regularly patrol the property and eject individuals engaged in these activities. Designation of the property as an ecological reserve under proposed Section 630(b), Title 14 will provide the level of protection appropriate for the site and allow for more effective law enforcement.

The Vernalis unit was acquired in 1990 by the Department in fee title at no cost from the Federal Farmers Home Loan Administration, under the Federal Agricultural Credit Act of 1987 that donated surplus farmland with significant wildlife values to state wildlife agencies. The transaction also included a conservation easement retained by the U.S. Fish and Wildlife Service (USFWS) that requires that the property be perpetually managed for the maintenance of wildlife habitat, the conservation of soil and water, and maintenance of the natural plant species and ecology of the area. The conservation easement also allows for public use and recreation consistent with the dominant uses for fish and wildlife, and the conservation of the natural environment of the area. Fishing and hunting are compatible uses of this property, but the only feasible hunting opportunities occur during the pheasant season when birds fly to the property, over the levee from adjacent alfalfa fields. The Stockton Sportsman's Club leases the alfalfa fields every fall to conduct public pay-for-access hunts with pen-raised pheasants. Upland game hunting at such times and in specific areas as designated by the Department is proposed for this unit in Section 630(d)(41).

The Vernalis unit may benefit from some habitat improvement activities, but a plan describing the existing vegetation and proposed actions to benefit and/or increase native vegetation would need to be developed by the Department, and likely approved by the USFWS. Currently, no management plan exists for the Vernalis unit, but it is anticipated to be completed (along with updating the current plan for the Dredger Island unit) by the end of 2011.

The Dredger Island unit is owned by the Central Valley Flood Protection Board (Board) (formerly known as the State Reclamation Board) and managed by the Department under a 50-year lease acquired in 1977. The lease expires on April 1, 2027, but staff at the Board stated that it is common for these leases to be renewed for another 50-year term. The lease was obtained by the Department to preserve the property's wildlife habitat value and provide public recreational use. The Department has on file a signed photocopy of the lease, including a legal description of the boundaries as required under Title 14 for ecological reserve designations (confirmed by Department HQ Lands Staff.)

The Board reserves the right to use Dredger Island "for the purpose of maintaining, constructing and operating flood control works," and "may suspend...this agreement for any period or periods of time for levee reclamation or flood control purposes..." However, to date, the riparian habitat on the property appears to be quite healthy and intact, therefore, it appears that few, if any, impacts from flood control maintenance have actually occurred. The Board will need to approve the designation of the property as an Ecological Reserve by amending the lease, and that action will be completed prior to the scheduled adoption date for these proposed regulations. The
Department's wildlife management biologist for San Joaquin County (North Central Region) is currently working with the Board's Staff Environmental Scientist to amend the lease. This process includes updating the current Department management plan for Dredger Island, written in 1990.

The primary management objective for the Dredger Island unit is to conserve the property's riparian wildlife habitat and to provide public recreational opportunity in the form of fishing. At only 21 acres, the parcel is too small to sustain an upland game (primarily quail, dove, or rabbits) hunting program. The property is also approximately one mile north of a San Joaquin County school, so safety issues further preclude use of the property for hunting.

Dredger Island is remnant San Joaquin River riparian habitat that occurs within an area known to be used by nesting Swainson's hawks (*Buteo swainsonii*). Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) may also exist on the property, along with small populations of birds and small mammals that are typical of Central Valley riparian habitat. Neighboring properties along the east side of the parcel are large farms that grow alfalfa and row crops.

The designation of these lands as units of the Vernalis Ecological Reserve in the proposed Section 630(b), Title 14 will provide protection for the property through the general regulations proposed under Section 550 and other pertinent regulations in Section 630. Protection under Title 14 will help to prevent damaging activities and better protect the habitats, while still allowing continued use by the public for fishing and hunting on the respective units.

**Site Specific Regulations for Palo Verde Ecological Reserve and the Magnesia Springs Ecological Reserve, Riverside County**

**Palo Verde Ecological Reserve**

Hunting rabbit, doves and quail and waterfowl in accordance with general hunting regulations is currently allowed at the Palo Verde Ecological Reserve (current Section 630(b)(87)(B)). The Reserve is adjacent to a Riverside County park that allows overnight and long-term camping. Many people who stay at the park regularly visit the ecological reserve. The Department proposes to limit methods of take for hunting on the reserve for the safety of adjacent park users. The proposed regulations (Section 630(d)(28)), state that hunting with a firearm on the ecological reserve will be limited to hunting rabbits, doves, quail and waterfowl with a shotgun. Archery deer hunting is also proposed as an allowable use.

**Magnesia Springs Ecological Reserve**

Trails that cross the Magnesia Springs Ecological Reserve were rerouted and renamed as part of implementation of Section 7.3.3.2 of the Coachella Valley Multiple Species Habitat Conservation Plan and Natural Communities Conservation Plan. This section addresses public use and trails management on reserve lands within the Santa Rosa and San Jacinto Mountains Conservation Area, which includes Magnesia Springs Ecological Reserve. These changes necessitate updating the names of trails currently referred to by name in Section 630(b)(73). The new names appear in the corresponding sections in the proposed regulations: Sections 630(g)(7) and 630(h)(16).
NOTICE IS GIVEN that any person interested may present statements, orally or in writing, on all options relevant to this action at a hearing to be held at the Veteran's Memorial Building, 112 West Cabrillo Boulevard, Santa Barbara, California, on Thursday, November 17, 2011 at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, on all actions relevant to this action at a hearing to be held at the State of California, Resources Agency Building Auditorium, 1416 Ninth Street, Sacramento, California, on Thursday, February 2, 2012 at 8:30 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before January 26, 2012, at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on January 31, 2012. All comments must be received no later than February 2, 2012, at the hearing in Sacramento, CA. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, 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 Sheri Tiemann at the preceding address or phone number. Dr. Eric Loft, Chief, Wildlife Branch, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations. Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at http://www.fgc.ca.gov.

Availability of Modified Text

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

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

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

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

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

None.

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

Per proposed regulation Section 550.5(d), persons or organizations that apply for a special use permit would pay a nonrefundable application fee of $58.71. If the applicant is notified that the Department intends to approve the permit, the applicant would pay a permit fee prior to the permit being issued. The proposed permit fee is $51.00 for a Type 1 Special Use Permit or $386.50 for a Type 2 Special Use Permit. The permit fee recovers the Department's cost to review and issue the permit. An additional amount of money may be charged or a deposit may be required to recover other Department costs associated with a special use (e.g. site preparation, monitoring during the special use, clean up). Definitions of Type 1 and 2 special uses are in proposed Section 550.5(d)(1).

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

The reduction of duplication within the lands regulations would reduce the number of pages in the regulation booklets which are published each year ("Hunting and Other Public Uses on State and Federal Areas"). This would save the state money in publishing costs. The state would recover the cost of regulating special uses or events on Department lands through the special use permit fee.

(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.

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 or would be as effective and less burdensome to affected private persons than the proposed action.

FISH AND GAME COMMISSION

Dated: October 4, 2011

Jon K. Fischer
Deputy Executive Director
Land Use and Public Works Committee
October 25, 2011

TO:  LAND USE & PUBLIC WORKS COMMITTEE

FROM:  MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT:  VACATION OF PORTION OF MURPHY ROAD (#403)

RECOMMENDATION:  Recommend that the Board of Supervisors vacate that portion of Murphy Road (#403) from Feather River Boulevard westerly to the easterly boundary of the Feather River Setback Levee right of way line, reserving there from a Public Services Easement. Instruct the Clerk of the Board of Supervisors to set a hearing before the Board of Supervisors by fixing the date, hour, and place of the hearing and cause the required publishing and posting of the notices of such hearing as required by Section 8320 of Streets and Highways Code.

BACKGROUND:  Murphy Road was created as a 40-foot wide easement by the Plat of Farm Land Colony No. 1 filed November 10, 1908, in book 1 of Maps, page 23, and a portion later upgraded to 60 feet wide by deed recorded January 12, 1982, as a condition of approval relating to Parcel Map 80-65 filed in book 36 of Maps, page 28. In January of 2009, the County processed several road abandonments on behalf of the Three Rivers Levee Improvement Authority (TRLIA) to accommodate construction of the Feather River setback levee, including a portion of Murphy Road from the easterly boundary of the new levee right of way to its westerly end.

DISCUSSION:  Reclamation District 784 has requested the County vacate the portion of Murphy Road from Feather River Boulevard westerly to the easterly levee right of way. The reason for the request is because public access to the road has resulted in property damage to the orchards, farm roads, and more importantly, the levee. Additionally, there has been an ongoing problem with people dumping trash and debris along Murphy Road and the abutting private property.

That portion of Murphy Road remaining between Feather River Boulevard and the levee, dead ends at the levee and provides access only to the private property (orchard) on either side of Murphy Road, currently under single ownership. The right of way appears unnecessary for present or prospective public use and the Public Works Department is in favor of the proposed vacation.
APNs 013-010-053, 054 will no longer have legal access to a County road. Currently, this is not a problem because the adjacent parcels to the east are owned by the same entity, thereby providing access to Feather River Boulevard for APNs 013-010-053, 054. However, if parcels 53 and 54 are sold separately, they will no longer have legal access to a County road. To resolve this concern, the resolution was written to require the owner to provide legal access to parcels 53 and 54 prior to sale or conveyance of said parcels.

PG & E and AT&T have indicated that there are existing utility facilities located within the portion of the road easement proposed to be vacated, and therefore a Public Services Easement will be reserved from the road vacation.

After Committee consideration, this matter will be presented to the Clerk of the Board of Supervisors to set a date, hour, and place of the hearing before the Board of Supervisors and to cause the required publishing and posting of the notices of such hearing in compliance with section 8320 of the Streets and Highways Code.

**FISCAL IMPACT:** Slight savings due to decrease in the length of roads to be maintained.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE: ____________________________________________

RESOLUTION NO. ____________

RESOLUTION ADOPTING ORDER OF ( )
VACATION OF THAT PORTION OF ( )
MURPHY ROAD LYING BETWEEN ( )
FEATHER RIVER BOULEVARD AND ( )
FEATHER RIVER SET BACK LEVEE ( )

WHEREAS, Streets and Highways Code Section 8300 et seq. provides a procedure for
the County to vacate streets and highways, and

WHEREAS, a petition has been presented by Reclamation District 784 requesting the
vacation of a portion of Murphy Road (#403) lying between Feather River Boulevard and the
easterly right of way line of the Feather River Setback Levee as described in Exhibit "A",
attached hereto and made a part hereof; and

WHEREAS, the proposed road to be vacated is located within the area of the adopted
General Plan; and

WHEREAS, the Yuba County Planning Department has determined, based upon the
Land Use and Circulation Elements, that vacation of the proposed road would be consistent
with the adopted General Plan; and

WHEREAS, that portion of Murphy Road proposed to be vacated is not designated as a
bikeway in the adopted Yuba-Sutter Bikeway Master Plan, and is not useful as a non-
motorized transportation facility; and

WHEREAS, public services easements are being reserved to provide for the existing
public utility facilities along that portion of Murphy Road, as described in Exhibit "A"; and
WHEREAS, Assessor’s Parcel Numbers 013-010-053, 054 will no longer have legal access to a County road upon vacating this portion of Murphy Road, currently not a problem because the adjacent parcels to the east are owned by the same entity, thereby providing access to Feather River Boulevard for APNs 013-010-053, 054; and

WHEREAS, if APNs 013-010-053, 054 are sold or transferred to another party, the parcels will no longer have legal access to a County road.

NOW, THEREFORE, the Board of Supervisors hereby finds, declares and orders:

1. Pursuant to and in accordance with the procedures contained in the aforesaid Streets and Highways Code Section 8300 et seq., notice was duly published in the Appeal Democrat, a newspaper of general circulation published in Yuba County, for two successive weeks prior to the date fixed for hearing, and notice of said public hearing was conspicuously posted along the lines of said road proposed to be vacated for a period of two weeks prior to the date fixed for said hearing.

2. A public hearing was held as published by the Board of Supervisors to hear any protests or objections to the intention to vacate said road at the noticed time and place.

3. At said public hearing all persons present were given an opportunity to hear and be heard with respect to any matter relative to this proposed vacation.

4. The sale or transfer of APN 013-010-053, separate from APN 013-010-030 or 031 will require recordation of an easement providing legal access to Feather River Boulevard.

5. The sale or transfer of APN 013-010-054, separate from APN 013-010-032 or 033 will require recordation of an easement providing legal access to Feather River Boulevard.

6. The County has received written acknowledgement from the owner of APNs 013-010-030, 031, 032, 033, 053, 054 of the requirements established in the above described items 4 and 5.

7. The Board finds from all of the evidence submitted that the road described above is unnecessary for present or prospective public use, and the Board hereby orders that the road described above be and the same hereby is vacated, reserving and excepting from such vacation, public services easements for existing public utility facilities.
PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the ________________, by the following vote:

AYES: 
NOES: 
ABSENT: 

__________________________
Chairman of the Board of Supervisors

ATTEST:    Donna Stottlemeier  APPROVED AS TO FORM
            Clerk of the Board of Supervisors

Angil Morris-Jones  
County Counsel

By: _______________________

By: _______________________

Page 3
Exhibit A

Abandonment Portion of Murphy Road

All that certain real property situate in the unincorporated area of the County of Yuba, State of California, being a portion of Section 12, Township 14 North, Range 3 East, M.D.B.M. as projected into the New Helvetia Rancho, more particularly described as follows:

Being a portion of a 40 foot wide easement for highway purposes as shown on the Plat of Farm Land Colony No. 1 filed November 10, 1908, in the office of the Recorder of Yuba County in Book 1 of Maps, Page 23, and also a portion of a 60 foot wide easement for public street and utility purposes described in deed to County of Yuba recorded January 12, 1982, in book 769 Yuba County Official Records, page 267, and shown on Parcel Map 80-65 filed January 29, 1982, in the office of the Recorder of Yuba County in Book 36 of Maps at page 28, more particularly described as follows:

Being a strip of land having parallel sides and a uniform width of 60 feet, the centerline of which is more particularly described as follows;

Beginning at the Northeast corner of parcel 3 of said Parcel Map 80-65; thence; North 89° 59' 34" West along the line between parcels 2, 3, 5, and 6 of said Parcel Map a distance of 2414.18 feet to the easterly right of way line of the Feather River set back levee. The sidelines of said strip shall be shortened or extended so as to end at the easterly right of way line of the Feather River set back levee.

RESERVING AND EXCEPTING there from, pursuant to the provisions of Section 8340 of the Streets and Highways Code, the permanent easement and the right at any time and from time to time to construct, reconstruct, maintain, operate, replace, remove, repair, renew, and enlarge lines, pipes, conduits, cables, wires, poles, electrical conductors, and other equipment, fixtures and appurtenances for the operation of electric, gas, telegraph, telephone, cable and communications facilities, including access to and the right to trim and cut down trees and brush that might be a hazard to the facilities; said area shall be kept open and free of buildings, structures and wells of any kind.
Human Services Committee
TO: Human Services Committee
Yuba County

FROM: Suzanne Nobles, Director
Health and Human Services Department

DATE: October 25, 2011

SUBJECT: Memorandum of Understanding between the County of Yuba and the State of California Department of Public Health to transfer medical surge assets.

RECOMMENDATION: Board of Supervisors approval of the Memorandum of Understanding between the County of Yuba, on behalf of its Health and Human Services Department, and the State of California Department of Public Health to transfer medical surge assets is recommended.

BACKGROUND: In 2007, medical surge assets, such as antivirals, N95 respirators, and ventilators were purchased to strengthen California's health care surge capacity. As of June 30, 2011 the State is no longer responsible for the maintenance and storage of the medical surge assets. The State is in the process of transitioning the assets to the Local Health Departments.

DISCUSSION: On June 30, 2011, California Department of Public Health sent out a memo regarding State Stockpiled Assets. The funding for storage of the State Stockpiled assets has been cut. The State has investigated several options of transitioning the assets to alternate locations. One option, and the State's first priority, is to distribute the assets to the local health departments. By distributing the assets to the local health department the State is placing the assets with the organization for which they are intended, thereby maintaining them for quick deployment in response to an emergency.

FISCAL IMPACT: Approval of this Memorandum of Understanding will not impact County General Funds.
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
AND
THE COUNTY OF YUBA

Purpose

The purpose of this Memorandum of Understanding (MOU) is to delineate the conditions under which the California Department of Public Health (CDPH) will transfer medical surge assets to the County of Yuba Health and Human Services Department. These assets include Alternate Care Site (ACS) caches, antivirals, N95 respirators, and ventilators that were purchased on behalf of the Health Department and are collectively referred to as "medical surge assets" in this MOU. Separate Appendix lists the specific items to be transferred to this LHD.

Parties

The parties to this MOU are the State of California Department of Public Health (CDPH) and Yuba County Health and Human Services Department, herein referred to as the LHD.

CDPH Responsibilities

- Coordinate the transport and delivery of medical surge assets to the LHD.
- Delineate the conditions for use of the medical surge assets.
- Delineate the storage and maintenance requirements of the medical surge assets.
- Provide suggested language for an MOU between the LHD and medical facilities that agree to store the medical surge assets.

LHD Responsibilities

- Receive the medical surge assets from CDPH.

Store the medical surge assets per requirements detailed below:

- Antivirals. Shall be stored in an area that meets the California State Board of Pharmacy's site requirements as to lighting, ventilation, temperature
control (59 – 86 degrees Fahrenheit), sanitation, humidity, security conditions, etc. Relenza 5mg pallets may be stacked three high and Tamiflu 75mg, 45mg, and 30mg may be stacked two high without racking systems.

- N95 Respirators. Shall be stored in a clean, well ventilated area under the following conditions: temperatures between -4 degrees to 86 degrees Fahrenheit and relative humidity of 80 percent or less. Pallets should not be stacked over two high.

- ACS Caches. Stored per separate product chart requirements

- Ventilators. Stored at normal room temperature

- Provide a California State Board of Pharmacy wholesale drug permit license number or a DEA registrant who will be responsible for acceptance, storage, security and chain-of-custody issues for the antivirals.

- Agree not to dispense the antivirals unless authorized to do so by CDPH as the result of a declared pandemic.

- Develop and maintain an Operational Plan that includes 24/7 access and rapid distribution of the medical surge assets for emergency use.

- Ensure that the medical surge assets are used only during declared emergency situations per guidance provided by CDPH for each specific event.

- Make available the medical surge assets to any requesting entity following the guidelines of the Standardized Emergency Management System (SEMS) and work with requesting entity to determine payment of costs associated with transfer of such material.

- Agree not to sell, donate for non-emergency use or trade the medical surge assets.

- Appropriately dispose of the medical surge assets when they reach the shelf life expiration date at no cost to CDPH.

- Monitor product recalls of medical surge assets and follow manufacturer instructions for such recalls.

- Should the antivirals become eligible for participation in a FDA Shelf Life Extension Program (SLEP), determine the feasibility and cost justification for participation.
COSTS

- CDPH agrees to pay for the transport and delivery of the medical surge assets at no cost to the LHD.

- The LHD agrees to pay for all costs associated with storage and maintenance of the medical surge assets.

- The LHD agrees to pay for any costs associated with SLEP if the LHD opts to participate in such a program.

- The LHD agrees to pay for all costs associated with disposal of the medical surge assets.

- There will be no costs to the LHD associated with the damage, destruction, or loss of material transferred to the LHD and covered in this agreement.

LHD Option to Forward Deploy Assets to Health Care Facilities

If the LHD desires to forward deploy the medical surge assets to health care facilities (herein referred to as FACILITY) in the LHD’s jurisdiction, the LHD shall enact a LHD-to-FACILITY MOU which delineates how all of the provisions stipulated in this document will apply among CDPH, the LHD, and the FACILITY, including how the responsibilities and costs will be distributed. The provisions of the LHD-to-FACILITY MOU will include Liabilities, Effect on Procedures and Laws, Settling of Disputes, etc. as seen in this document.

Liability

Each party to this agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. Neither party to this MOU agrees to release, hold harmless, or indemnify the other party from any liability that may arise from or relate to this MOU. No party to this agreement shall be responsible for the acts or omissions of entities not a party to this agreement.

Effect on Procedures and Laws

The parties to this MOU agree to comply with all applicable federal and state laws and regulations.

No Private Right Created

This document is an internal agreement between CDPH and the LHD and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement is intended to restrict the authority of either signatory to act as
provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

**Settlement of Disputes**

The parties agree to consult with one another in good faith to resolve any disagreements that may arise from or relate to this MOU, before referring the matter to any other person or entity for settlement.

**Effective Date and Modification**

This agreement shall become effective when agreed upon and signed by both parties. The terms of this agreement may be modified in writing upon the consent and signature agreement of both parties.

**Capacity to Enter into Agreement**

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

---

Elisabeth H. Lyman, Deputy Director  
Public Health Emergency Preparedness  

Signing on Behalf of the County of Yuba  
Chair

---

APPROVED AS TO FORM:  
COUNTY COUNSEL

Angil P. Morris-Jones  
County Counsel
APPENDIX

This appendix documents the specific quantities of each of the asset categories from CDPH to the LHD

CDPH will transfer to Yuba County Health and Human Services Department the following medical surge assets:

**Antivirals:**

- 0 cases Tamiflu 75 mg  
- 0 cases Tamiflu 45 mg  
- 0 cases Tamiflu 30 mg  
- 0 cases Relenza

**N95 Respirators:**

- 4 pallets State Consolidated N95s  
- 0 cases 3M 1860  
- 0 cases 3M 1860s  
- 0 cases 3M 1870

**ACS Caches:**

- 0 ACS cache(s) (20 pallets per cache)

**Ventilators:**

- 5 LTV 1200 Ventilators
TO: Human Services Committee  
Yuba County Board of Supervisors

FROM: Suzanne Nobles, Director  
Health and Human Services Department

DATE: October 25, 2011

SUBJECT: Execute Agreement with GraceSource, Inc. for Differential  
Response Services under the Child Abuse Prevention, Intervention  
and Treatment (CAPIT), Community Based Child Abuse Prevention  
(CBCAP), and County Children's Trust Fund (CCTF) Programs

RECOMMENDATION: Board of Supervisors approval of the Agreement between Health  
and Human Services and GraceSource Inc. for the period of November 1, 2011 through  
June 30, 2013 to provide Differential Response Services under the combined CAPIT,  
CBCAP and CCTF programs is recommended.

BACKGROUND: The Health and Human Services Department is the public agency  
designated to administer the CAPIT, CBCAP and the CCTF. These state and federal  
funds are designated to be used to support community-based efforts to develop,  
operate, expand, enhance programs and activities to prevent child abuse and neglect as  
well as strengthen and support families to reduce the likelihood of child abuse and  
neglect.

DISCUSSION: A Request for Proposals (RFP) was released by the Health and Human  
Services Department inviting qualified public or private non-profit agencies and  
organizations with recognized expertise in child welfare to submit proposals for the  
provision of child abuse and neglect prevention, intervention services and activities; two  
proposals were received. These proposals were carefully reviewed and scored by a  
Funding Committee created by the Children’s Council. The applications were scored  
based on a variety of factors, including: actual services to be delivered; potential impact  
on the problem of child abuse; qualifications of both agency and staff; as well as the  
effective use of funds for the purpose of prevention and/or intervention of child abuse.  
The Funding Committee recommended GraceSource Inc. to be funded at 100 percent of  
their requested funds and the Children’s Council approved the recommendation on May  
4, 2011.

FISCAL IMPACT: Approval of this Agreement will not impact the County General Fund.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for child abuse prevention services for the "Child Abuse Prevention, Intervention and Treatment" (CAPIT) and "Community Based Child Abuse Prevention" (CBCAP) Programs, and "Children's Trust Funds" (CTF) for Differential Response (DR) services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and GraceSource Inc. ("CONTRACTOR").

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: November 1, 2011

Termination Date: June 30, 2013

The term of this Agreement shall become effective on October 1, 2011, and shall continue in force and effect for a period of 1 year and nine months, unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-5.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

Director of Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Roy Martin, Executive Director of GraceSource, Inc. is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.
8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:
Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Insurance Provisions
Attachment F - Confidentiality Provisions Statements
Attachment G - Invoice Format
Attachment H - Cost Justification
Attachment I - Differential Response Monthly Reporting Form
Attachment J - CAPIT/CBCAP Service Goals and Outcomes Plan Summary
Attachment K - Annual Reporting for Community-Based Child Abuse Prevention (CBCAP) Service Array
9. TERMINATION

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ________________________, 2011.

"COUNTY"                                      "CONTRACTOR"

COUNTY OF YUBA

________________________
Board of Supervisors

ATTEST:                                        APPROVED:

________________________
Donna Stottlemeye, Clerk of the Board of Supervisors

INSURANCE PROVISIONS...

RECOMMENDED FOR APPROVAL:

________________________
Martha K. Wilson, Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

________________________
Angil P. Mofris-Jones, County Counsel

________________________
Suzanne Nobles, Director
Yuba County Health and Human Services Department
ATTACHMENT A

SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1. With the intent to reduce child abuse and situations of risk to help keep children safely in their homes, CONTRACTOR shall provide Differential Response services to families referred to CONTRACTOR by the Children's Services Division of the Health and Human Services Department (hereinafter "Children's Services"). The Differential Response services shall be provided through home visitation/case management services consisting of:

A. A safety assessment to be conducted on the first visit to determine whether such a risk to the child(ren) exists that the case shall be referred back to Children's Services. The assessment may also include the determination of: primary language, safety and cleanliness of home environment, the assets and strengths of the family; as well as its goals and barriers to achieving those goals;

B. The development of a strength-based, family-centered case plan with the family's participation to address the risk factors and/or reason(s) for the referral, as well as the identified problems, and provide solutions to the barriers the family faces. Each case plan shall be designed to continue for up to three (3) consecutive months unless an additional three-month extension is specifically approved by COUNTY through a Family Team Conference; and

C. Neighborhood-centered supportive services that prevent child abuse and/or neglect and assist the family in achieving their identified goal. Such supportive services may include but not be limited to: home visiting, supporting father involvement, parenting, life skills, strengthening families, referral/linkage to treatment of substance abuse, parenting, co-dependency and anger management classes, and transportation as needed to attend classes. Families being served under this Agreement will be invited by the CONTRACTOR to participate in after-school activities held on the CONTRACTOR's premises or at a local park, in addition to
field trips and community events.

A.1.2. CONTRACTOR agrees to conduct and chair monthly Multidisciplinary Team (MDT) meetings with Children's Services staff, which may include case review, case consultation, and information regarding available training. CONTRACTOR shall invite relevant participants and family for case consultation to said MDT meetings, as appropriate. CONTRACTOR further agrees to compile meeting notes and attendance sheets of these meetings, as well as develop a short questionnaire at the approval of COUNTY to be distributed after each monthly meeting for the purpose of collecting information on the effectiveness of the meeting. CONTRACTOR shall review the information gathered by these questionnaires to make suggestions for improved communication. In addition, CONTRACTOR shall make its Differential Response staff available to attend additional meetings with Children's Services staff as needed.

A.1.3. CONTRACTOR agrees to attend all Family Team Conferences related to their cases and scheduled by Children's Services Staff for case planning purposes. CONTRACTOR shall be prepared to report on client's progress and participation at the Family Team Conference.

A.1.4. CONTRACTOR agrees to attend all Children's Council Social Services Functional Group/Child Abuse Prevention Council meetings monthly and attend Children's Council meetings as needed, to share information and progress reports on CAPIT/CBCAP program services and work toward improving the coordination of child abuse prevention activities and services in Yuba County.

A.1.4. REPORTING. CONTRACTOR agrees to conduct the following reporting activities and provide following statistical reports as specified below:

A. **Client Satisfaction.** CONTRACTOR shall develop client surveys in a format to be approved by COUNTY to be administered at the end of each activity in which the family participates to assess whether or not the services provided were appropriate and met their needs. CONTRACTOR further agrees to develop at the approval of COUNTY an open-ended questionnaire to be completed by each family served at the end of their three-month service period to assess the services provided. CONTRACTOR shall maintain the information gathered for inclusion in its final Evaluation Report.

B. **Progress Reports.** CONTRACTOR agrees to chart the goals and date each goal is met in the case plan for each family served under this Agreement. CONTRACTOR shall compile the information
gathered and submit a summary Progress Report of this information at the monthly meeting with Children’s Services staff.

C. Differential Response Monthly Report CONTRACTOR shall complete Attachment "I" - Differential Response Monthly Reporting Form to evaluate the CAPIT/CBCAP program for the families served. On a monthly basis, CONTRACTOR will submit this report during the month for which payment is requested and submit one copy electronically to the Children’s Services Program Manager, as well as submit a hard copy as an attachment to the monthly invoice submitted to the COUNTY.

D. CAPIT/CBCAP Service Goals and Outcomes Plan Summary. CONTRACTOR shall complete Attachment "J" - Service Goals and Outcomes Plan Summary to evaluate the CAPIT/CBCAP program for client centered services and client characteristics. On a monthly basis, CONTRACTOR will submit this report for which payment is requested and submit one copy electronically to the Children’s Services Program Manager, as well as submit a hard copy as an attachment to the monthly invoice submitted to the COUNTY.

E. Annual Reporting for Community-Based Child Abuse Prevention (CABCP) Service Array. CONTRACTOR shall complete Attachment "K"- Annual Reporting for Community-Based Child Abuse Prevention (CABCP) Service Array. CONTRACTOR shall complete and submit the Final Report to the Children's Services Program Manager no later than 30 days following the end of the term of this Agreement.

F. Final Report CONTRACTOR shall compile all data collected from client surveys, progress reports, staff surveys and participation records in a Final Report in a format to be approved by COUNTY. CONTRACTOR shall complete and submit the Final Report to the Children’s Services Program Manager no later than 30 days following the end of the term of this Agreement.

A.2 SCOPE OF DUTIES OF COUNTY

A.2.1 COUNTY shall:

A. Refer families who meet the Differential Response criteria to CONTRACTOR.
B. Provide case consultation and technical assistance as needed and available.

C. Make available training on the Signs of Safety model and the Structured Decision Making risk assessment tool to CONTRACTOR's Differential Response staff, as appropriate.

D. Provide at least one Social Worker Supervisor with experience in either Emergency Response or supervising out-stationed staff to participate regularly in the monthly meetings with CONTRACTOR.

A.3. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.4. MANNER SERVICES ARE TO BE PERFORMED.

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

A.5. FACILITIES FURNISHED BY COUNTY.

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

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a monthly contract fee per family not to exceed Nine Hundred Seventy-One Dollars and Forty Four Cents ($971.44) for the time period of 10/1/2011 – 6/30/2012 and Nine Hundred Fifty-Three Dollars and Ninety Four Cents ($953.94) for the time period of 7/1/2012-6/30/2013 in accordance with the rate specified below, based upon the cost justification specified in Attachment "H" – Cost Justification:

<table>
<thead>
<tr>
<th>Differential Response Services</th>
<th>Monthly Cost per Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/1/11 through 06/30/12</td>
<td>$971.44</td>
</tr>
<tr>
<td>07/1/12 through 06/30/13</td>
<td>$953.94</td>
</tr>
</tbody>
</table>

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Two Hundred Forty Thousand Two Hundred and Forty-Six Dollars ($240,246.00) without a formal written amendment to this Agreement approved by the COUNTY.

<table>
<thead>
<tr>
<th>Yearly Allocated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/1/11 through 06/30/12</td>
</tr>
<tr>
<td>07/1/12 through 06/30/13</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>

B.2 CONTRACTOR understands that payment for services rendered pursuant to this Agreement must be paid by COUNTY no later than June 10, 2013. For services rendered during the months of October, 2011 through May, 2013, CONTRACTOR shall submit a monthly invoice in the format as specified in Attachment "G" – Invoice Format after the completion of services but no later than the tenth (10th) day of the month following the provision of services. COUNTY shall issue payment in accordance with the terms of this Agreement no later than 30 days after the receipt of a complete and accurate invoice.
In the month of June, 2012 and June, 2013, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment “G” – Invoice Format based upon the estimated cost of services to be rendered no later than June 10, 2012 and June 10, 2013. CONTRACTOR shall submit a final invoice based upon the actual cost of services rendered no later than July 10, 2012 and July 10, 2013. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

B.2.1 CONTRACTOR understands and agrees that payment will not be paid unless and until any overdue reports specified by this Agreement are provided by CONTRACTOR.

B.3 FULL COMPENSATION. Both parties understand that each invoice approved and paid shall constitute full and complete compensation to CONTRACTOR for the period of service covered by the invoice.

B.4 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.5 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

B.6 FISCAL RECORDKEEPING. CONTRACTOR shall establish, maintain, and keep adequate, consistent and accurate fiscal documentation to ensure and demonstrate that the costs of services submitted for payment by CONTRACTOR under this Agreement are unduplicated and applicable solely to the services rendered pursuant to this Agreement (i.e. books, records, documents, and other evidence supporting consistent and established accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of services under this Agreement.

B.7 AUDIT PROVISION. In the event CONTRACTOR claims and receives payment for services rendered under this Agreement and reimbursement is later disallowed by the county, state and/or federal governments, CONTRACTOR shall promptly refund the amount disallowed from any payment due or to become due to the CONTRACTOR.
under this Agreement and any other agreement. COUNTY will assure CONTRACTOR is advised of potential disallowed costs and given the opportunity to provide any evidence and argument to the auditing agency prior to publication of a final audit.
ATTACHMENT C

ADDITIONAL PROVISIONS

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

C.2 CHILD ABUSE/ADULT ABUSE (for Social Services contracts). CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

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

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

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: http://www.cdss.ca.gov/civilrights/ and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.
ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR’s profession.

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

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

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

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

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

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

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

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

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

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

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

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

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

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

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

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

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.
D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
Suzanne Nobles
Director
Yuba County Health and Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":
Roy A. Martin,
Executive Director
GraceSource, Inc.
P.O. Box 877
Yuba City, CA 95992
ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

E.1.1 Coverage shall be at least as broad as:

   a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
   b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
   c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
   d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

E.1.2 Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

   1. General Liability: $1,000,000 Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

   2. Automobile Liability: $1,000,000 Per accident for bodily injury and property damage.
3. Workers’ Compensation: As required by the State of California.

4. Employer’s Liability: $1,000,000 Each accident, $1,000,000 policy limit bodily injury by disease, $1,000,000 each employee bodily injury by disease.

5. Professional Errors and Omissions Liability (if required): $N/A Per occurrence.

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E.1.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR’s insurance policy, or as a separate owner’s policy.

b. For any claims related to this project, the CONTRACTOR’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its
officers, officials, employees, or volunteers shall be excess of the CONTRACTOR’s insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day’s prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all worked performed by the CONTRACTOR, its employees, agents and subcontractors.

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating if no less then A: VII unless otherwise acceptable to the COUNTY.

E.4. Verification of Coverage. CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY’s forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

E.5 Sub-contractors. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.
ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1. INTRODUCTION.

For the purposes of carrying out a contract for differential response services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and GraceSource Inc. (hereinafter “CONTRACTOR”), the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statement sets forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2. DEFINITIONS.

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

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

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

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

F.3. BACKGROUND.

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

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

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

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

F.4. PROVISIONS.

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

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

F.4.2.1 Securing all areas where Confidential Information is maintained and/or stored;

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

F.4.2.3 Limiting the removal of Confidential Information from the CONTRACTOR’S premises except for those purposes as designated in the underlying Agreement;
F.4.2.4 Ensuring only the minimum necessary amount of Confidential Information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

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

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

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

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

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

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

F.4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the Confidential Information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.
F.4.8 NOTIFICATION OF BREACH.

F.4.8.1. Upon the suspicion or discovery of a Breach, Security Incident, intrusion, or unauthorized use or disclosure of Confidential Information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

F.4.8.2. Notification of any Breach, Security Incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Yuba County Privacy Officer
Phone: (530) 749-6311
E-Mail: securityincidents_hhsd@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected Breach, Security Incident, or unauthorized access of Confidential Information. Within seventy two (72) hours of the discovery, if an actual Breach has occurred, the CONTRACTOR shall notify the individual identified in section F.4.8.2 of the following:

(a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data);

(b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or Confidential Information;

(c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized;

(d) A description of the probable causes of the improper use or disclosure; and

(e) Whether any state or federal laws requiring individual notifications of breaches are triggered.
F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the Breach, which may include notification to the individual or other authorities.

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

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

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

F.5. ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: ___________  CONTRACTOR

____________________________
Signature

____________________________
Roy Martin, Executive Director
ATTACHMENT G

INVOICE FORMAT

Contractor's Name: GraceSource, Inc.

Contractor's Address: P.O. Box 877, Yuba City, CA 95992

Contact Name: Terri Gentile
Phone Number and Email: 530-740-7766, T.Gentile@gracesoureinc.org

Period of Service: MONTH, YEAR

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate Basis</th>
<th># of Families</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Differential Response</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Invoice Grand Total

Certificate:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the contract; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

_______________________________________________  ________________
Authorized Signature                           Date

Mail original invoice and monthly reporting forms to:
Yuba County Health and Human Services Department
Attention: Fiscal
P.O. Box 2320
Marysville, CA 95901
### ATTACHMENT H
### COST JUSTIFICATION WORKSHEET 2011-2012

#### PERSONNEL EXPENSE

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>% of Time to Service</th>
<th>Salary per month</th>
<th>Annual Amount to Service</th>
<th>In-kind</th>
</tr>
</thead>
<tbody>
<tr>
<td>DR Coordinator</td>
<td>Terri Gentile</td>
<td>25.0%</td>
<td>$3,294</td>
<td>$9,882</td>
<td></td>
</tr>
<tr>
<td>DR Administrative Assistant</td>
<td>Julie Van Arstsdalen</td>
<td>12.5%</td>
<td>$1,777</td>
<td>$2,666</td>
<td></td>
</tr>
<tr>
<td>DR Child Care Provider</td>
<td>To be hired</td>
<td>25.0%</td>
<td>$1,820</td>
<td>$5,460</td>
<td></td>
</tr>
<tr>
<td>AmeriCorps Members, Four (4)</td>
<td>To be hired</td>
<td>100.0%</td>
<td>n/a</td>
<td>$42,000</td>
<td></td>
</tr>
<tr>
<td>GraceSource Case Manager</td>
<td>Sandra Tenorio</td>
<td>25.0%</td>
<td>$2,302</td>
<td>$6,906</td>
<td></td>
</tr>
<tr>
<td>GraceSource Case Manager</td>
<td>Santiago Magana</td>
<td>25.0%</td>
<td>$1,820</td>
<td>$5,460</td>
<td></td>
</tr>
<tr>
<td><strong>Total Salaries</strong></td>
<td></td>
<td></td>
<td></td>
<td>$60,008</td>
<td>$12,366</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Position</th>
<th>Type</th>
<th>% of Time to Service</th>
<th>Rate per month</th>
<th>Annual Amount to Service</th>
<th>In-kind</th>
</tr>
</thead>
<tbody>
<tr>
<td>DR Coordinator</td>
<td>FICA/MediCare</td>
<td>25.0%</td>
<td>$275</td>
<td>$825</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUI</td>
<td>25.0%</td>
<td>$37</td>
<td>$111</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker's Comp</td>
<td>25.0%</td>
<td>$108</td>
<td>$324</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Ins.</td>
<td>25.0%</td>
<td>$300</td>
<td>$900</td>
<td></td>
</tr>
<tr>
<td>DR Administrative Assistant</td>
<td>FICA/MediCare</td>
<td>12.5%</td>
<td>$136</td>
<td>$204</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUI</td>
<td>12.5%</td>
<td>$37</td>
<td>$56</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker's Comp</td>
<td>12.5%</td>
<td>$54</td>
<td>$81</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Ins.</td>
<td>12.5%</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>DR Child Care Provider</td>
<td>FICA/MediCare</td>
<td>25.0%</td>
<td>$140</td>
<td>$420</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUI</td>
<td>25.0%</td>
<td>$37</td>
<td>$111</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker's Comp</td>
<td>25.0%</td>
<td>$55</td>
<td>$164</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Ins.</td>
<td>25.0%</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>AmeriCorps Members, Four (4)</td>
<td>FICA/MediCare</td>
<td>100.0%</td>
<td>n/a</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUI</td>
<td>100.0%</td>
<td>n/a</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker's Comp</td>
<td>100.0%</td>
<td>n/a</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Ins.</td>
<td>100.0%</td>
<td>n/a</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>GraceSource Case Manager</td>
<td>FICA/MediCare</td>
<td>25.0%</td>
<td>$200</td>
<td>$600</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUI</td>
<td>25.0%</td>
<td>$37</td>
<td>$111</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker's Comp</td>
<td>25.0%</td>
<td>$79</td>
<td>$237</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Ins.</td>
<td>25.0%</td>
<td>$300</td>
<td>$900</td>
<td></td>
</tr>
<tr>
<td>GraceSource Case Manager</td>
<td>FICA/MediCare</td>
<td>25.0%</td>
<td>$163</td>
<td>$489</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUI</td>
<td>25.0%</td>
<td>$37</td>
<td>$111</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker's Comp</td>
<td>25.0%</td>
<td>$64</td>
<td>$191</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Ins.</td>
<td>25.0%</td>
<td>$300</td>
<td>$900</td>
<td></td>
</tr>
<tr>
<td><strong>Total Benefits</strong></td>
<td></td>
<td></td>
<td></td>
<td>$3,195</td>
<td>$3,539</td>
</tr>
<tr>
<td><strong>Total Personnel Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td>$63,202</td>
<td>$15,905</td>
</tr>
</tbody>
</table>

GraceSource Inc., CAPIT/CBCAP/CCTF, FY 11/12-12/13

Page 30 of 43
<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bookkeeping</td>
<td>Program cost based on estimate supplied by the provider for issuing monthly payroll and expense checks, providing payroll and profit and loss reports, tax completion, and state and federal filings.</td>
<td>$900</td>
</tr>
<tr>
<td>Communications</td>
<td>Program cost based on historical usage of telephone and internet and costs of telephone equipment. Proration of 25% based on FTE.</td>
<td>$2,600</td>
</tr>
<tr>
<td>Duplicating/Publishing</td>
<td>Program cost based on providing marketing materials and duplication of project materials for similar projects. Proration of 25% based on FTE.</td>
<td>$1,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Program cost based on maintenance of equipment and facilities for similar projects. Proration of 25% based on FTE.</td>
<td>$150</td>
</tr>
<tr>
<td>Facilities</td>
<td>Program cost based on historical costs of providing space and equipment usage for similar projects. Costs include but are not limited to copier, alarm, cleaning, utilities, building repairs, insurance, etc. Proration of 25% based on FTE.</td>
<td>$2,800</td>
</tr>
<tr>
<td>Group Activities</td>
<td>Program cost based on historical costs of providing groups for similar projects. Costs include but are not limited to group materials, incentives for group participation, food and beverages for attendees, etc. Proration of 25% based on FTE.</td>
<td>$2,000</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>Program cost based on historical costs of providing office materials for similar projects. Costs include but are not limited to paper, pens, forms, ink cartridges, water, educational materials, postage, small office equipment, etc. Proration of 25% based on FTE.</td>
<td>$3,000</td>
</tr>
<tr>
<td>Office Equipment</td>
<td>Estimated cost for four desktop computers to be used for program related services including but not limited to email, case notes, marketing materials, research, etc.</td>
<td>$2,400</td>
</tr>
<tr>
<td>Training</td>
<td>Program cost based on costs of providing employment, estimated number of required trainings and on-going employee development, etc.</td>
<td>$4,000</td>
</tr>
<tr>
<td>Travel/Lodging/Per Diem</td>
<td>Program cost based on estimated number of required trainings, historical costs of providing on-going employee development, and mileage for providing quality home visitation services to families enrolled in the project.</td>
<td>$4,200</td>
</tr>
<tr>
<td>Rent</td>
<td>100 sq. ft. x $1.00/sq. ft. x 100% FTE x 12 mos. X 4 AC members 100 sq. ft. x $1.00/sq. ft. x 20% FTE x 12 mos. DR Coord 100 sq. ft. x $1.00/sq. ft. x .125% FTE x 12 mos. X DR Admin Asst.</td>
<td>$5,190</td>
</tr>
</tbody>
</table>

**Total Operating Expense** $23,050 $5,190

**SUBCONTRACTORS**

<table>
<thead>
<tr>
<th>Service</th>
<th>Methodology</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mental Health Specialist</td>
<td>$30/hour x 200 hours</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

**INDIRECT**

| Methodology       | $6,320 |

**DIRECT**

- including transportation assistance (bus passes/gas cards), temporary food assistance, housing (cleaning supplies/dumpster rental), furniture (beds), clothing, materials to implement case plan activities, and limited past-due bill support. Estimated at $150/family x 120 families annually. $18,000

**TOTAL ANNUAL AMOUNT TO SERVICE** $116,572 $21,095

**COST PER SERVICE UNIT**

| Methodology       | Total /12 mos./10 families/month | $971.44 |

GraceSource Inc., CAPIT/CBCAP/CCTF, FY 11/12-12/13
## COST JUSTIFICATION WORKSHEET 2012-2013

### PERSONNEL EXPENSE

#### SALARY

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>% of Time to Service</th>
<th>Salary per month</th>
<th>Annual Amount to Service</th>
<th>In-kind</th>
</tr>
</thead>
<tbody>
<tr>
<td>DR Coordinator</td>
<td>Terri Gentile</td>
<td>25.0%</td>
<td>$3,294</td>
<td>$9,882</td>
<td></td>
</tr>
<tr>
<td>DR Administrative Assistant</td>
<td>Julie Van Arstsdalen</td>
<td>12.5%</td>
<td>$1,867</td>
<td>$2,801</td>
<td></td>
</tr>
<tr>
<td>DR Child Care Provider</td>
<td>To be hired</td>
<td>25.0%</td>
<td>$1,907</td>
<td>$5,460</td>
<td></td>
</tr>
<tr>
<td>AmeriCorps Members, Four (4)</td>
<td>To be hired</td>
<td>100.0%</td>
<td>n/a</td>
<td>$42,000</td>
<td></td>
</tr>
<tr>
<td>GraceSource Case Manager</td>
<td>Sandra Tenorio</td>
<td>25.0%</td>
<td>$2,427</td>
<td>$7,281</td>
<td></td>
</tr>
<tr>
<td>GraceSource Case Manager</td>
<td>Santiago Magana</td>
<td>25.0%</td>
<td>$1,907</td>
<td>$5,721</td>
<td></td>
</tr>
</tbody>
</table>

**Total Salaries**

$60,143 $13,002

#### BENEFITS

<table>
<thead>
<tr>
<th>Position</th>
<th>Type</th>
<th>% of Time to Service</th>
<th>Rate per month</th>
<th>Annual Amount to Service</th>
<th>In-kind</th>
</tr>
</thead>
<tbody>
<tr>
<td>DR Coordinator</td>
<td>FICA/MediCare</td>
<td>25.0%</td>
<td>$275</td>
<td>$825</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUI</td>
<td>25.0%</td>
<td>$37</td>
<td>$111</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker’s Comp</td>
<td>25.0%</td>
<td>$126</td>
<td>$378</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Ins.</td>
<td>25.0%</td>
<td>$300</td>
<td>$900</td>
<td></td>
</tr>
<tr>
<td>DR Administrative Assistant</td>
<td>FICA/MediCare</td>
<td>12.5%</td>
<td>$143</td>
<td>$215</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUI</td>
<td>12.5%</td>
<td>$37</td>
<td>$56</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker’s Comp</td>
<td>12.5%</td>
<td>$66</td>
<td>$99</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Ins.</td>
<td>12.5%</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>DR Child Care Provider</td>
<td>FICA/MediCare</td>
<td>25.0%</td>
<td>$146</td>
<td>$438</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUI</td>
<td>25.0%</td>
<td>$37</td>
<td>$111</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker’s Comp</td>
<td>25.0%</td>
<td>$67</td>
<td>$201</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Ins.</td>
<td>25.0%</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>AmeriCorps Members, Four (4)</td>
<td>FICA/MediCare</td>
<td>100.0%</td>
<td>n/a</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUI</td>
<td>100.0%</td>
<td>n/a</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker’s Comp</td>
<td>100.0%</td>
<td>n/a</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Ins.</td>
<td>100.0%</td>
<td>n/a</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>GraceSource Case Manager</td>
<td>FICA/MediCare</td>
<td>25.0%</td>
<td>$209</td>
<td>$627</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUI</td>
<td>25.0%</td>
<td>$37</td>
<td>$111</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker’s Comp</td>
<td>25.0%</td>
<td>$96</td>
<td>$288</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Ins.</td>
<td>25.0%</td>
<td>$300</td>
<td>$900</td>
<td></td>
</tr>
<tr>
<td>GraceSource Case Manager</td>
<td>FICA/MediCare</td>
<td>25.0%</td>
<td>$169</td>
<td>$507</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUI</td>
<td>25.0%</td>
<td>$37</td>
<td>$111</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker’s Comp</td>
<td>25.0%</td>
<td>$78</td>
<td>$234</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Ins.</td>
<td>25.0%</td>
<td>$300</td>
<td>$900</td>
<td></td>
</tr>
</tbody>
</table>

**Total Benefits**

$3,333 $3,678

**Total Personnel Expense**

$63,475 $16,680
### COST JUSTIFICATION WORKSHEET 2012-2013

<table>
<thead>
<tr>
<th>OPERATING EXPENSE</th>
<th>Methodology</th>
<th>Service</th>
<th>In-kind</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bookkeeping</td>
<td>Program cost based on estimate supplied by the provider for issuing monthly payroll and expense checks, providing payroll and profit and loss reports, tax completion, and state and federal filings.</td>
<td>$ 900</td>
<td></td>
</tr>
<tr>
<td>Communications</td>
<td>Program cost based on historical usage of telephone and internet and costs of telephone equipment. Proration of 25% based on FTE.</td>
<td>$ 2,600</td>
<td></td>
</tr>
<tr>
<td>Duplicating/Publishing</td>
<td>Program cost based on providing marketing materials and duplication of project materials for similar projects. Proration of 25% based on FTE.</td>
<td>$ 1,000</td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>Program cost based on maintenance of equipment and facilities for similar projects. Proration of 25% based on FTE.</td>
<td>$ 150</td>
<td></td>
</tr>
<tr>
<td>Facilities</td>
<td>Program cost based on historical costs of providing space and equipment usage for similar projects. Costs include but are not limited to copier, alarm, cleaning, utilities, building repairs, insurance, etc. Proration of 25% based on FTE.</td>
<td>$ 2,800</td>
<td></td>
</tr>
<tr>
<td>Group Activities</td>
<td>Program cost based on historical costs of providing groups for similar projects. Costs include but are not limited to group materials, incentives for group participation, food and beverages for attendees, etc. Proration of 25% based on FTE.</td>
<td>$ 2,000</td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td>Program cost based on historical costs of providing office materials for similar projects. Costs include but are not limited to paper, pens, forms, ink cartridges, water, educational materials, postage, small office equipment, etc. Proration of 25% based</td>
<td>$ 3,000</td>
<td></td>
</tr>
<tr>
<td>Office Equipment</td>
<td>Estimated cost for four desktop computers to be used for program related services including but not limited to email, case notes, marketing materials, research, etc.</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>Program cost based on costs of providing employment, estimated number of required trainings and on-going employee development, etc.</td>
<td>$ 4,000</td>
<td></td>
</tr>
<tr>
<td>Travel/Lodging/Per Diem</td>
<td>Program cost based on estimated number of required trainings, historical costs of providing on-going employee development, and mileage for providing quality home visitation services to families enrolled in the project.</td>
<td>$ 4,200</td>
<td></td>
</tr>
<tr>
<td>Rent</td>
<td>100 sq. ft. x $1.00/sq. ft. x 100% FTE x 12 mos. X 4 AC members 100 sq. ft. x $1.00/sq. ft. x 20% FTE x 12 mos. DR Coord. 100 sq. ft. x $1.00/sq. ft. x 125% FTE x 12 mos. X DR Admin Asst.</td>
<td>$ 5,190</td>
<td></td>
</tr>
</tbody>
</table>

**Total Operating Expense** $ 20,650  $ 5,190

### SUBCONTRACTORS

| Mental Health Specialist  | Methodology | $ 6,000 | $ - |

### INDIRECT

<table>
<thead>
<tr>
<th>Methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 6,348</td>
</tr>
</tbody>
</table>

### DIRECT

- families including transportation assistance (bus passes/gas cards), temporary food assistance, housing (cleaning supplies/ dumpster rental), furniture (beds), clothing, materials to implement case plan activities, and limited past-due bill support. Estimated at $150/family x 120 families

### TOTAL ANNUAL AMOUNT TO SERVICE

<table>
<thead>
<tr>
<th>Methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 114,473</td>
</tr>
</tbody>
</table>

### COST PER SERVICE UNIT

<table>
<thead>
<tr>
<th>Methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 953.94</td>
</tr>
</tbody>
</table>

GraceSource Inc., CAPIT/CBCAP/CCTF, FY 11/12-12/13
ATTACHMENT I

DIFFERENTIAL RESPONSE MONTHLY REPORTING FORM

Agency: ___________________________ Month __________________

1. Total active DR cases at beginning of month: ____________________________

2. DR cases closed this month: ____________________________

3. # of families referred for DR this month: ____________________________

4. # of families accepting DR services this month: ____________________________

5. # of cases where DR was declined this month: ____________________________

6. # of DR case plans developed and signed this month: ____________________________

7. Total DR cases at end of month: ____________________________

Services / Outcomes

Identified Service Needs: areas that parents have identified for themselves or for their children. Multiple needs may be counted for each family

Safety in community: ____________________________
Safety issues in the home (e.g. domestic violence): ____________________________
Health Care: ____________________________
Mental Health: ____________________________
Social Isolation: ____________________________
Employment: ____________________________

Food Security: ____________________________
Drug/alcohol abuse: ____________________________
Relationship issues: ____________________________
Parenting education: ____________________________
Child development: ____________________________
School/ pre-school related: ____________________________
Daycare: ____________________________

Service Outcomes: areas that parents have identified as having improved as a result of services being offered. Multiple areas of improvement may be counted for each family

Safety in community: ____________________________
Safety issues in the home (e.g. domestic violence): ____________________________
Health Care: ____________________________
Mental Health: ____________________________
Social Isolation: ____________________________
Employment: ____________________________

Food Security: ____________________________
Drug/alcohol abuse: ____________________________
Relationship issues: ____________________________
Parenting education: ____________________________
Child development: ____________________________
School/ pre-school related: ____________________________
Daycare: ____________________________

Case example of service needs/outcomes during this period:

________________________________________________________________________

________________________________________________________________________

Signature of person responsible for filling out report ____________________________

Page 34 of 43

GraceSource Inc., CAPIT/CBCAP/CCTF, FY 11/12-12/13
## ATTACHMENT J

### CAPIT/CBCAP SERVICE GOALS AND OUTCOME PLAN SUMMARY

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Goal 1</th>
<th>Goal 2</th>
<th>Goal 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Counseling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Violence Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health and Wellness</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mental Health Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Education and Employment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employment and Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Substance Abuse Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Assistance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**INSTRUCTIONS:** Please indicate information as requested. Check boxes to indicate if service is provided in the reporting period. Count numbers only when services are provided to the same family unit.

**CAPIT**

**CBCAP**

---

**Page 35 of 43**

GraceSource Inc., CAPIT/CBCAP/CCTF, FY 11/12-12/13
ATTACHMENT K

Annual Reporting for Community-Based Child Abuse Prevention (CBCAP) Service Array

1. CBCAP SERVICES AND ACTIVITIES

A. Interdisciplinary/Innovative Services and Funding
CBCAP funding is intended to promote innovation and collaboration between disciplines to maximize the use of the various federal, state, local and private funds to enhance child abuse prevention programs. The following sample illustrates how the template should be completed.

Sample:

<table>
<thead>
<tr>
<th>Name of the program:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Resource Centers (FRC) Network</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the service provider:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bedrock Community Foundation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of the program:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FRC Network is a comprehensive, countywide integrated service delivery system composed of 7 FRCs. The network provides peer support, training, evaluation and quality assurance, technical assistance and seeks resources to sustain the FRC's.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>List the services this program provides:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parenting education and support, public awareness/education, individual and family counseling, respite care, and information and referral.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Identify the agencies who collaborated to develop and implement this program:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The FRCs utilize a multidisciplinary approach supported through a commitment from child welfare, public health, mental health, developmental health services, CalWORKs and public and private agencies who are committed to the prevention of child abuse and neglect.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>In addition to CBCAP funds, list other funds used to support this program:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following funding streams were used in the development, implementation and maintenance of this network and its FRC members: County Children's Trust Fund, Healthy Families, CBCAP, CAPIT, PSSF, Child Welfare Services Outcome Improvement Project, First Five, Health Services Targeted Case Management, Mental Health Services Act, private donations and Stuart Foundation Grant.</td>
</tr>
</tbody>
</table>

Enter an "X" to indicate the program's service delivery system:

| X | Family Resource Center |

| X | Family Resource Center Network |
|-----------------------------|
| In-Home Visiting Program |

<table>
<thead>
<tr>
<th>Linkages</th>
</tr>
</thead>
</table>

| Respite Care |

<table>
<thead>
<tr>
<th>Parent Support Program</th>
<th>Target Population:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Parenting Program</th>
<th>Target Population:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Community-based response, i.e. Differential Response, Path I</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Web-based – Explain:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Other:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>None</th>
</tr>
</thead>
</table>
Utilizing the template below identify and describe a community-based and prevention-focused program developed, implemented or operating in the county that was a result of innovative funding and interdisciplinary collaboration. The program selected must be supported with CBCAP funds.

Name of the program:

Name of the service provider:

Description of the program:

List the services this program provides:

Parent education and support, early child development and screening, and improving family access to formal and informal resources.

Identify the agencies who collaborated to develop and implement this program:

First5Yuba.

In addition to CBCAP funds, list other funds used to support this program:

Camptonville Community Partnership applied for and received a grant funding from First5Yuba to start and run the 1, 2, 3, Grow program through June 2012.

Enter an "X" to indicate the program’s service delivery system:

<table>
<thead>
<tr>
<th>Family Resource Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Resource Center Network</td>
</tr>
<tr>
<td>In-Home Visiting Program</td>
</tr>
<tr>
<td>Linkages</td>
</tr>
<tr>
<td>Respite Care</td>
</tr>
<tr>
<td>Parent Support Program</td>
</tr>
<tr>
<td>Parenting Program</td>
</tr>
<tr>
<td>Community-based response, i.e. Differential Response, Path I</td>
</tr>
<tr>
<td>Web-based – Explain:</td>
</tr>
<tr>
<td>Other:</td>
</tr>
<tr>
<td>None</td>
</tr>
</tbody>
</table>

B. Prevention Direct Services that Meet Community Needs

Provide an example of a direct service activity that addresses an unmet need identified in the community. An unmet need is when the data points to a particular need where a service or resource is unavailable.

Sample:

Describe the unmet need as determined/identified in the county’s current OCAP Plan or integrated CSA:

The Integrated CSA indicates a 5% increase in teen pregnancy in the county. Child Welfare referral rates show a prevalence of child neglect among teen parents. A focus group of teen parents indicated the need for training in parenting skills.

Describe/identify/list a direct service activity that was implemented or in operation to meet the above unmet need during this reporting period:

The County implemented the Project SafeCare, an In-home Intervention Program. The program provides teen parents with training in three aspects of child care: treating illnesses and maximizing their health-care skills (health), positive and effective parent-child interaction skills (bonding), and maintaining hazard-free homes (safety) for their children.

In addition to CBCAP funds, list the funds used to support this program and/or activity:

Stuart Foundation & Maternal, Child and Adolescent Health (MCAH) funds.
Below report on one CBCAP funded direct service activity that was implemented during the reporting period. Do not use the same program reported in question 1.A., “Interdisciplinary/Innovative Services and Funding.”

Enter an “x” if there are no other direct service programs or this question does not apply.

Describe the unmet need as determined/identified in the county’s current OCAP Plan or CSA:

Describe/identify/list a direct service activity that was implemented or in operation to meet the above unmet need during this reporting period:

In addition to CBCAP funds, list the funds used to support this program and/or activity:

C. Prevention Network Activity
How has the county supported (through contracts, interagency agreement and/or other means) the effective development, operation and expansion of community-based and prevention focused programs and activities.

Enter an “x” if no prevention network activities were conducted during this reporting period.

Describe the activities conducted during the reporting period?

What was the need that was identified in the county’s OCAP Plan or integrated CSA that was addressed by these activities?

What is the expected outcome?

1. CBCAP EVALUATION

A. CBCAP Peer Review
Peer Review is a form of quality assurance that uses a process of self-assessment and external review by two or more similar CBCAP programs. The CBCAP Peer Review process is in addition to the Peer Quality Case Review (PQCR) used in the California Children and Families Services Review. The PQCR cannot supplant the CBCAP Peer Review process as they are two separate requirements. For more information regarding the CBCAP Peer Review visit: http://www.friendsnrc.org/outcome/review.htm

Below enter an “x” to select one of the following two options to report on peer review activities:

If option “I” is selected, enter an “x” to indicate all CBCAP Peer Review activities that were conducted during this reporting period. Provide a brief description of one of the activities selected.

Local CBCAP peer review activities included:

- CBCAP peer review training
- On-site visit by peers that included observation and discussion
B. Client Satisfaction

i. Below provide a case specific example of a parent/consumer who benefited from CBCAP services during the reporting period. Include the services the parent/consumer received and the change in the parent/consumer's behavior that demonstrated how the parent/consumer benefited from the service. Include the name of the CBCAP program.

Description of case, service received and change in parent/consumer's beliefs, attitude and/or behavior:

Provide the name of the CBCAP program:

ii. Below enter an "x" to select the tool used to assess the parent/consumer's satisfaction in the services received from the program identified in B.i., above.

   | Telephone Survey |
   | In-person Interview |
   | On-line Survey |
   | In person pre and post test |
   | Focus Group |

Other, explain: 

iii. Below describe changes, if any, the service provider will implement as a result of the feedback received from parent/consumers of the CBCAP program indicated in section B.i.

Although no new programs were implemented because of consumer feedback the issue of transportation for consumers has become a problem. Many of the Spanish speaking only families are afraid of the local bus system and refuse to use it. In an effort to assist families in accessing public transportation home visitors take the time to show families how to use the local bus system to gain confidence and overcome their fears.

C. Evaluating and Reporting on CBCAP Outcomes

Outcomes can be:
- **Short-term outcomes** that may result in changes in attitude, beliefs and knowledge;
- **Intermediate outcomes** that may result in the development and practice of new skills;
- **Long term outcomes** that may result in permanent changes at an individual level or changes that create an impact on larger social structures.

Select one of the CBCAP funded programs in your county and using one of the CBCAP outcomes (listed above) demonstrate how this outcome is used to measure the effectiveness of this program.

**Sample:**

<table>
<thead>
<tr>
<th>Name of CBCAP Program, Public Awareness or Prevention Network Activity</th>
<th>Regional Intervention Program (RIP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services or activity:</td>
<td>Program/Services</td>
</tr>
<tr>
<td>Purpose:</td>
<td>x</td>
</tr>
<tr>
<td>Description:</td>
<td>To teach parents methods for interacting with children that will maximize positive, developmentally appropriate behavior, while minimizing noncompliant and negative behaviors.</td>
</tr>
<tr>
<td>Description:</td>
<td>The parent training has three modules:</td>
</tr>
<tr>
<td></td>
<td>• Behavioral Skills Training</td>
</tr>
<tr>
<td></td>
<td>• Social Skills Training</td>
</tr>
<tr>
<td></td>
<td>• Preschool Classroom</td>
</tr>
<tr>
<td>Description:</td>
<td>Each segment of the training takes place in the context of a variety of structured adult-child interaction sessions on-site as well as daily-living programs at home.</td>
</tr>
<tr>
<td>Enter an &quot;x&quot; to select one of the outcomes below:</td>
<td>Intermediate Outcomes that were achieved for RIP parents and children:</td>
</tr>
<tr>
<td></td>
<td>• Parents demonstrated improved child behavior management skills.</td>
</tr>
<tr>
<td></td>
<td>• Children demonstrated increased compliant behavior in the school setting and at home.</td>
</tr>
<tr>
<td></td>
<td>• Children demonstrated more appropriate and positive social interaction.</td>
</tr>
<tr>
<td>How was the outcome measured:</td>
<td>Pre and post 30 minute observation sessions at home and school.</td>
</tr>
</tbody>
</table>

Below provide the name, purpose, description of a CBCAP funded program, public awareness, or prevention network activity. Select one outcome and describe how the outcome was achieved and how the outcome was measured.

| Name of CBCAP Program, Public Awareness, or Prevention Network Activity | |
|------------------------------------------------------------------------| |
| Services or activity:                                                  | Program/Services | Public Awareness Activity | Prevention Network Activity |
| Purpose:                                                               | |
| Description:                                                          | |
3. PARENTS/CONSUMERS

A. PARENT LEADERSHIP AND FAMILY INVOLVEMENT
The OCAP maintains a commitment to strengthen parent leadership and parent involvement throughout the State. Meaningful parent involvement can occur when parents are viewed as effective leaders in shaping the direction of their families, programs and communities. Parent leaders assist counties with their efforts to improve service delivery and outcomes.

i. Below enter an "x" to indicate which activities were provided to enhance parent participation and leadership in the prevention of child abuse and neglect:

<table>
<thead>
<tr>
<th>Skill Development Training</th>
<th>Invitation to staff meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Orientation</td>
<td>Stipend</td>
</tr>
<tr>
<td>Conference (sponsored attendance)</td>
<td>Child Care</td>
</tr>
<tr>
<td>Convenient time and location for meetings</td>
<td>Transportation</td>
</tr>
<tr>
<td>Awards, Recognition or Scholarship</td>
<td>Other:</td>
</tr>
<tr>
<td>Provision of ongoing training</td>
<td>Other:</td>
</tr>
</tbody>
</table>

Enter an "x" if no activities were provided to enhance parent participation and leadership in the prevention of child abuse and neglect during this reporting period.

ii. Choose one of the activities that was selected in question 3.A.i. Provide details on the efforts to enhance parent participation and leadership.

Activity selected:

Description of the efforts to enhance parent participation and leadership:

iii. Enter an "x" to indicate the activities where parents were active participants:

| Grant making board or committee | Served as a mentor for other families |
| Agency advisory board or council | Recruitment of volunteers |
| State or local board or council | Participated in the hiring process |
| Development of the County Self Assessment | Developed educational material |
| Development of the County System Improvement Plan | Participated in fund raising activities |
| Program monitoring and evaluation | Other: |
| Review and selection of grant proposals | Other: |
| Training staff and volunteers | Other: |
iv. Describe the challenges or technical assistance needs regarding the recruitment and retention of parent leaders:

v. From the above in 5.A.iii, provide details of one of the activities where the parent was an active participant in the planning, implementing and evaluating child abuse prevention programs. Include strengths and challenges.

<table>
<thead>
<tr>
<th>Activity selected:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of the project, role and activities the parent performed as an active participant:</td>
</tr>
</tbody>
</table>

vi. Enter an "x" to identify the funding source that supported the activities indicated above, 3.A.i and 3.A.iii:

<table>
<thead>
<tr>
<th>CBCAP</th>
<th>CAPIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PSSF</td>
<td>Other</td>
</tr>
</tbody>
</table>