

BOARD OF SUPERVISORS

AGENDA

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



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

JANUARY 28, 2014

8:30 A.M. YUBA COUNTY WATER AGENCY

9:20 A.M. YUBA COUNTY IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY SPECIAL MEETING

- A. Roll Call - Directors Abe, Griego, Nicoletti, Stocker, Vasquez
- B. Election of Officers - Chairman and Vice Chairman
- C. Approve minutes of the regular meetings of October 8, and December 17, 2013.
- D. Approve second amendment to agreement with Robert J. Muszar for consulting services and authorize the Chair to execute same.
- E. Adjourn

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 Griego
- 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. Board of Supervisors
 - 1. (026-14) Approve Sutter County appointment of Stan Cleveland to Feather River Air Quality Improvement District Board of Directors.
 - 2. (027-14) Approve Board Standing Committee appointments for calendar year 2014.
 - B. Clerk of the Board of Supervisors
 - 1. (028-14) Reappoint Dennis Green as the technical representative to the Bi-County Solid Waste Independent Hearing Panel for a term ending January 28, 2018.
 - C. County Administrator
 - 1. (029-14) Approve agreement with Gallina, LLP for independent audit services for fiscal year ending June 30, 2014 and authorize Chair to execute.
 - D. Sutter-Yuba Mental Health Services
 - 1. (030-14) Approve amended agreement with Casa de Esperanza for domestic violence crises intervention and authorize the Chair to execute same.
 - 2. (031-14) Appoint Tony Hobson Mental Health Director and Drug and Alcohol Administrator for Sutter-Yuba Mental Health Services.

IV. **SPECIAL PRESENTATION**

- A. (032-14) Receive presentation from Recology on 2013 Community Benefit Report. (No background material) (Ten minute estimate)

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. **COUNTY DEPARTMENTS**

A. Administrative Services

1. (033-14) Adopt resolution acknowledging gift of goods and services from Precision Painting in the amount of \$5,300 for specific painting requirements for Yuba-Sutter Juvenile Hall. (Five minute estimate)

B. County Administrator

1. (034-14) Receive report regarding projections for Fiscal Year 2014-2015 budget. (Ten minute estimate)
2. (035-14) Consider General Fund Fiscal Policies for Reserves, Contingencies, Capital and Cash Flow and take action as appropriate. (Ten minute estimate)

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

- A. (021-14) Ordinance - Hold public hearing, waive reading, and adopt ordinance repealing and re-enacting Chapter 7.15.040 relating to smoking in and within 50 feet of any main exit, entrance or operable window of any County owned or leased building. (Second reading) (Public Facilities Committee recommends approval) (Continued from January 21, 2014) (Ten minute estimate) (Roll Call Vote required)

VIII. **CORRESPONDENCE**

- A. (036-14) Letter from Sutter-Yuba Mosquito and Vector Control District regarding Annual Statement of Facts.
- B. (037-14) Schedule of Proposed Actions from the United States Forest Service regarding Plumas National Forest for the period of January 1, 2014 through March 31, 2014.
- C. (038-14) Notice from California Fish and Game Commission regarding ocean salmon sport fishing.

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

X. **ADJOURN**

1/31/14 - 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 two full business days before the start of the meeting. To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

PUBLIC INFORMATION

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.

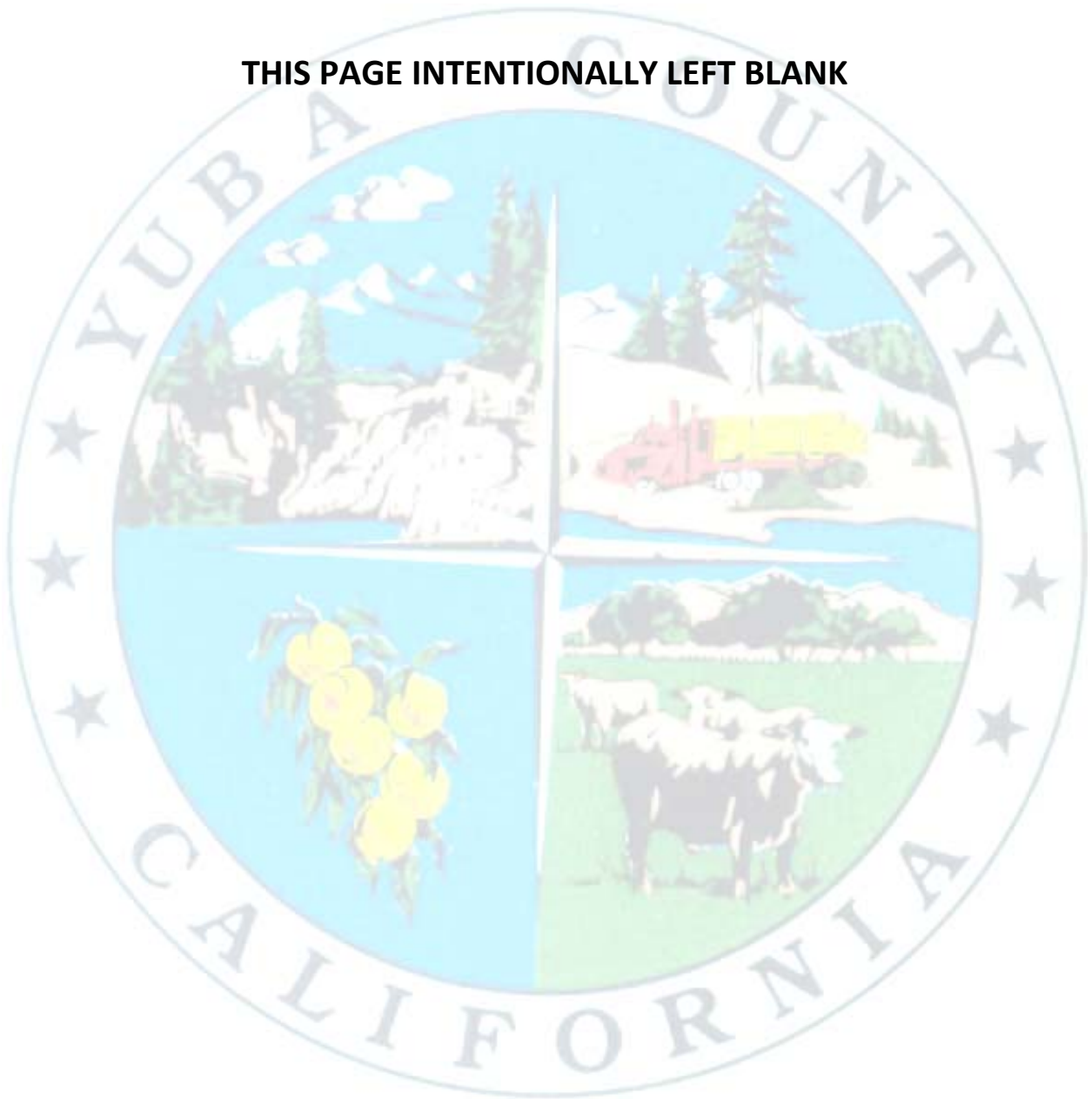
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IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY

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Yuba County In-Home Supportive Services Public Authority



MINUTES

OCTOBER 8, 2013

A meeting of the Board of Directors of the Yuba County In-Home Supportive Services (IHSS) Public Authority was held on the above date, commencing at 11:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Chairman Vasquez presided.

I ROLL CALL - Directors Vasquez, Nicoletti, Griego, Abe, and Stocker – All present

II CONSENT:

A. Approve minutes of September 10, 2013.

MOTION: Move to approve MOVED: John Nicoletti SECOND: Roger Abe

AYES: John Nicoletti, Roger Abe, Andy Vasquez, Mary Jane Griego, Hal Stocker

NOES: None ABSENT: None ABSTAIN: None

III CLOSED SESSION: Labor negotiations pursuant to Government Code §54957(a) – SEIU/Authority Authorization given by unanimous vote.

III ADJOURN: 11:55 a.m. by Chairman Vasquez.

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

Yuba County In-Home Supportive Services Public Authority



MINUTES

DECEMBER 17, 2013

A meeting of the Board of Directors of the Yuba County In-Home Supportive Services (IHSS) Public Authority was held on the above date, commencing at 9:04 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Andy Vasquez, John Nicoletti, Roger Abe and Hal Stocker. Director Mary Jane Griego was absent. Also present were Yuba County Administrator Robert Bendorf and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Vasquez presided.

- A. ROLL CALL - Directors Abe, Griego, Nicoletti, Stocker, Vasquez - Director Griego absent.
- B. CLOSED SESSION: The Board retired into closed session at 9:04 a.m. and returned at 9:16 a.m.
 - 1. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - SEIU/Authority Direction given.
- C. ADJOURN: 9:16 a.m.

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Interim Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 FAX: (530) 749-6281



**Michael Kinnison, M.D.,
Interim Health Officer**
Phone: (530) 749-6366

TO: Governing Board of the Public Authority
Yuba County

FROM: Jennifer Vasquez, Interim Director
Health & Human Services Department

A handwritten signature in black ink, reading "Jennifer Vasquez", is written over the "FROM:" line.

DATE: January 28, 2014

RECOMMENDATION: It is recommended that the Governing Board of the Public Authority approve the attached Second Amendment to the Agreement between the Yuba County In-Home Supportive Services (IHSS) Public Authority and Robert J. Muszar for the provision of consultant services and authorize the Chairman to execute the agreement.

BACKGROUND: The current Memorandum of Understanding (MOU) with Services Employees International Union Healthcare Workers West Local 250 (SEIU), who represents the In-Home Supportive Services providers and the IHSS Public Authority, expired December 31, 2013. SEIU has requested to meet and confer with the Public Authority due to recent changes in the federal reimbursement rate.

DISCUSSION: Robert Muszar acted as the consultant for the IHSS Public Authority for the negotiations of the 2010 and 2011 MOUs and was very successful in helping the IHSS Public Authority reach agreement with SEIU. Mr. Muszar's current contract is through December 31, 2013. Under the terms of the current Agreement, Robert Muszar will provide consultant services to the Governing Board, the Public Authority Director, and the Director of Health and Human Services in meeting and conferring in good faith with SEIU. This Second Amendment extends the contract an additional six months to June 30, 2014 and increases the maximum amount payable from \$15,000.00 to \$22,500.00. The cost of consultant services provided under the attached Agreement will remain the same rate of \$85.00 per hour.

FISCAL IMPACT: The cost of consultant services provided under the attached MOU will be funded by a combination of State, Federal, and Realignment Funds with no impact on County General Funds.

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SECOND AMENDMENT TO THE AGREEMENT

This is the Second Amendment to the Agreement between Yuba County In Home Supportive Services Public Authority hereinafter called "PUBLIC AUTHORITY", and Robert J. Muszar, hereinafter called "CONSULTANT" for the provision of consulting and advising the Governing Board, The PUBLIC AUTHORITY Director, and the Director of Yuba County Health and Human Services Department in employer-employee relation matters. The purpose of this Second Amendment is to extend the length of the Agreement and to increase the maximum amount payable under the terms of this Agreement. All other terms and conditions of the original Agreement entered into on February 5, 2013 shall remain in full force and effect.

This Second Amendment amends Provision 1. TERM to read in its entirety as follows:

1. TERM

This agreement shall be effective January 1, 2013 and shall remain in effect through June 30, 2014.

This Second Amendment amends Provision 7. FISCAL PROVISIONS, Section A, to read in its entirety as follows:

7. FISCAL PROVISIONS

A. PAYMENT. Upon receipt of proper claims, PUBLIC AUTHORITY shall pay CONSULTANT fees not to exceed \$22,500.00 (Twenty-Two Thousand Five Hundred Dollars) in accordance with the following schedule:

Consultant services, (including travel time)	\$85.00/hour
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Expenses

The PUBLIC AUTHORITY will pay the actual cost of reasonable expenses incurred, if any, including copying, lodging, meals, incidental support costs and will reimburse actual mileage at the current IRS rate.

B. CONSULTANT shall submit detailed invoices, with back-up documentation attached, on a form acceptable to PUBLIC AUTHORITY no later than the tenth (10th) day of the month following the month in which services were rendered and expenses incurred to:

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

- 1) Upon receipt of approved claims, the Yuba County Health and Human Services Department shall issue payment on behalf of the PUBLIC AUTHORITY to CONSULTANT for services rendered.

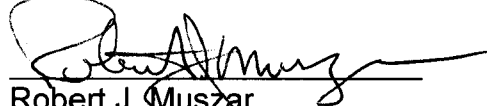
All remaining provisions of the Agreement between Yuba County In-Home Supportive Services Public Authority and Robert J. Muszar entered into on February 5, 2013 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2014.

PUBLIC AUTHORITY

Chair
Yuba County In-Home Supportive
Services Public Authority

CONSULTANT


Robert J. Muszar

APPROVED AS TO FORM:



ANGEL P. MORRIS-JONES
COUNTY COUNSEL



CONSENT
AGENDA

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Serving Sutter and Yuba Counties

1007 Live Oak Blvd., Suite B-3
Yuba City, CA 95991
(530) 634-7659
FAX (530) 634-7660
www.fraqmd.org

Christopher D. Brown, AICP
Air Pollution Control Officer

To: Yuba County Board of Supervisors

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

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

Date: January 28, 2014

Recommendation:

Approve the following appointment to the Feather River Air Quality Management District Board of Directors for 2014.

Background and Discussion:

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

Director:

Supervisor Stan Cleveland

Fiscal Impact:

None

Committee Action:

None required.

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The County of Yuba

Office of the Board of Supervisors

Donna Stottlemeyer, Clerk of the Board of Supervisors
915 Eighth Street Suite 109
Marysville, CA 95901
(530) 749-7510 Fax: (530) 749-7353



January 28, 2014

TO: Board of Supervisors
FROM: John Nicoletti, Chairman
SUBJECT: Board Standing Committee Appointments

A handwritten signature in black ink, appearing to be "John Nicoletti", is written over the "FROM:" line of the memo.

Recommendation:

Approve Board Standing Committees Appointments for calendar year 2014.

Background and Discussion:

Each year after conferring with Board members, the Chairman has recommended appointments for Board Standing Committees. Attached are those recommendations.

Committee Action:

None required.

Fiscal Impact:

None.

Ds:

Attachment

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<p><u>AGENDA SETTING</u></p> <p>Rep: Chair</p> <p>Alt: Vice Chair</p> <hr/> <p>Chair and Vice-chair as Alternate. Meets weekly on Tuesday. Time varies</p> <div style="text-align: right;">○</div>	<p><u>AREA 4 AGENCY ON AGING-GOVERNING</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: Hal Stocker</p> <hr/> <p>Meets 2nd Friday of each month at 10 a.m. at different locations within seven counties. Mileage reimbursement for out of county meetings. Phone: (916) 486-1876 (Tai) 1 Rep/1 Alt</p> <div style="text-align: right;">Form 700 Filing</div>	<p><u>ARTS COUNCIL Board of Directors</u></p> <p>Rep: John Nicoletti</p> <p>Alt: Hal Stocker</p> <hr/> <p>Meets last Monday of each month, except in Dec., at 4 p.m. at 630 "E" Street, Marysville. Telephone: 742-2787 1 Rep/1 Alt</p> <div style="text-align: right;">○</div>
<p><u>BEALE ENHANCEMENT TEAM</u></p> <p>Rep: Andy Vasquez</p> <p>Rep: Roger Abe</p> <p>Alt: John Nicoletti</p> <hr/> <p>Meets 1st Tuesday of every other month beginning April at noon. Exec. Comm. meets 3rd Friday of every other month beginning in Jan. at 10 a.m. includes Executive Comm. meeting. Brenda Stranix Contact 751-8555. Also includes Beale Military Liaison Committee (Janice Nall) and Association of Defense BealeAFB: 634-8890</p> <div style="text-align: right;">○</div>	<p><u>BI-CO. SOLID WASTE IND. HRG.</u></p> <p>Rep: John Nicoletti</p> <hr/> <p>Meets as needed. Only 1 Rep. Contact Environmental Health, 749-5450 (Deborah) 1 Rep</p> <div style="text-align: right;">○</div>	<p><u>BI-COUNTY TRANSPORTATION</u></p> <p>Rep: John Nicoletti</p> <p>Alt: Roger Abe</p> <hr/> <p>Meets as needed. Contact: Mike Lee, 749-5420 1 Rep/1 Alt</p> <div style="text-align: right;">○</div>
<p><u>CA STATE ASSN. of COUNTIES</u></p> <p>Rep: Roger Abe</p> <p>Alt: Andy Vasquez</p> <hr/> <p>Meets 2/20, 5/15, and 9/4, at 10 a.m. in Sac. 11/20 at annual conference in Anaheim. Includes Private Partnership Project. Rep/Alt appointed in October. Telephone: (916) 327-7500 (Sue/Agenda) 1 Rep/1 Alt</p> <div style="text-align: right;">○</div>	<p><u>CHAMBER of COMMERCE</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: Roger Abe</p> <hr/> <p>Govt. Affairs Committee - Meets 1st Tuesday at 7:30 a.m. of each month at 1300 Franklin Road, Yuba City. Telephone: Kristi Santucci 743-6501 1 Rep/1 Alt</p> <div style="text-align: right;">○</div>	<p><u>CMSP/Co. Medical Services Progma</u></p> <p style="text-align: center;">Group 2 Region/Elected Mark Lovelace/Humboldt Term Ends 12/31/2013</p> <hr/> <p>Yuba is a member County. Representatives are elected by the 34 member county. Meets 4th Thurs of each month except Nov and Dec at 1451 River Park Drive, Suite 213 Sacramento, CA 95815 (916) 649-2631 (Lee Kemper Exec. Dir) Mark - 707-476-2393</p> <div style="text-align: right;">Form 700 Filing</div>
<p><u>EMERGENCY MEDICAL CARE</u></p> <p>Rep: Roger Abe</p> <p>Alt: Hal Stocker</p> <hr/> <p>Meets 3rd Wednesday at 7:30 a.m. of each month at 1700 Poole Blvd., Yuba City. Telephone: 674-2780 (Ron Welch) 1 Rep/1 Alt</p> <div style="text-align: right;">Form 700 Filing</div>	<p><u>FEATHER RIVER AIR QUALITY MGMT</u></p> <p>Rep: John Nicoletti</p> <p>Rep: Mary Jane Griego</p> <p>Alt: Roger Abe</p> <hr/> <p>Meets 1st Monday at 4 p.m. every other month beginning February 5, at Government Center Conference Room 1. Stipend of \$100 per meeting including committee meetings. 2 Rep/1 Alt for 2012 Telephone: 634-7659 ext. 204 (LuAnn) ext. 203 Dave Valler</p> <div style="text-align: right;">Form 700 Filing</div>	<p><u>FINANCE & ADMINISTRATION</u></p> <p>Rep: Andy Vasquez</p> <p>Rep: John Nicoletti</p> <p>Alt: Mary Jane Griego</p> <hr/> <p>Auditor/Controller, Assessor, CAO, Clerk of the Board, Clerk/Recorder, Counsel, Human Resources, Treasurer/Tax Collector,</p> <div style="text-align: right;">○</div>

<p>FIRST 5 YUBA COMMISSION</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets every month on the 4th Thursday beginning Jan. (except Nov. and Dec the 3rd Thursday) at 3:30 p.m. at Govt. Center, Conf. Room 1. Includes Healthy Kids Healthy Future Governing Board Telephone: 749-4877 (Claudia) 1 Rep/1 Alt -</p> <p style="text-align: right;">Form 700 Filing</p>	<p>HUMAN SERVICES</p> <p>Rep: *Andy Vasquez*</p> <p>Rep: Mary Jane Griego</p> <p>Alt: <i>Hal Stocker</i></p> <hr/> <p>Health & Human Services, Housing & Comm. Services, Library, Bi-County Mental Health. * Committee member serves on Library Advisory Commission</p> <p style="text-align: right;">Form 700 Filing</p>	<p>LAFCO/LOCAL AGENCY FORMATION CO</p> <p>Rep: Roger Abe - Term 2017</p> <p>Rep: Mary Jane Griego/2015 Term</p> <p>Alt: <i>Hal Stocker - Term 2017</i></p> <hr/> <p>Meets 1st Wednesday at 6 p.m. in the Board Chambers as needed. Terms end 1st Mond in May Telephone: 749-5467 (Paige)</p> <p style="text-align: right;">Form 700 Filing</p>
<p>LAND USE & PUBLIC WORKS</p> <p>Rep: Roger Abe</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Community Development, Building Services, Community Services, Public Works</p> <p style="text-align: right;">Form 700 Filing</p>	<p>LAW & JUSTICE</p> <p>Rep: *John Nicoletti*</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>Hal Stocker</i></p> <hr/> <p>Bi-County Juvenile Hall, Child Support Services, DA, Probation, Sheriff/Coroner * Comm. member serves as rep to Bi-County Juvenile Hall Comm/Mental Health Comm. (Frank Sorgea 741-6371)</p> <p style="text-align: right;">Form 700 Filing</p>	<p>LINDA LIAISON</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>Hal Stocker</i></p> <hr/> <p>Meets 2nd Wednesday at 5 p.m. of even numbered months (Feb., April,...) when needed. Location announced. Telephone: 749-7510 (Donna) 1 Rep/1 Alt</p> <p style="text-align: right;">Form 700 Filing</p>
<p>MARYSVILLE CITY/COUNTY LIAISON</p> <p>Rep: John Nicoletti</p> <p>Alt: <i>Mary Jane Griego</i></p> <hr/> <p>Meets as needed on 1st Thursday at 4:30 p.m. of each month at Marysville City Hall. Telephone: 749-7510 (Donna) Billie F. 749-3901 (City) 1 Rep/1 Alt</p> <p style="text-align: right;">Form 700 Filing</p>	<p>NACO/NATIONAL ASSN. OF COUNTIES</p> <p>Rep:</p> <p>Alt:</p> <hr/> <p>Membership Suspended FY 12-13 Meets four times per year in various parts of the U.S. Funds.</p> <p style="text-align: right;">Form 700 Filing</p>	<p>NO. CENTRAL COUNTIES CONSORTIUM</p> <p>Rep: Roger Abe</p> <p>Alt: <i>Andy Vasquez</i></p> <hr/> <p>Meets quarterly. Stipend of \$100 per meeting, travel reimbursed at IRS rate per mile, plus lunch expense if coming from out of area. Telephone: 822-7145 1 Rep/1 Alt -</p> <p style="text-align: right;">Form 700 Filing</p>
<p>OPUD/COUNTY LIAISON</p> <p>Rep. Mary Jane Griego</p> <p>Alt: <i>Roger Abe</i></p> <hr/> <p>Meets on the 2nd Friday of each month at 11 a.m. at OPUD Board Chambers, 1970 9th Avenue Jan - June and at the Government Center, Suite 115, July - Dec. Telephone: 749-7510 (Donna) 1 Rep/1 Alt.</p> <p style="text-align: right;">Form 700 Filing</p>	<p>PEACH TREE HEALTH CARE BOARD DIRE</p> <p>Rep: John Nicoletti</p> <p>Alt: <i>Andy Vasquez</i></p> <hr/> <p>Meets last Wednesday at 4 p.m. of each month at clinic. Greg Stone Exc. Director Telephone: 741-6245 ext. 105 (Michelle) 1 Rep/1 Alt</p> <p style="text-align: right;">Form 700 Filing</p>	<p>PROTECTIVE INSPECTION</p> <p>Rep: Andy Vasquez</p> <p>Rep: Roger Abe</p> <p>Alt: <i>Mary Jane Griego</i></p> <hr/> <p>Agricultural Commissioner, Emergency Services, Environmental Health</p> <p style="text-align: right;">Form 700 Filing</p>

<p><u>PUBLIC FACILITIES</u></p> <p>Rep: Mary Jane Griego</p> <p>Rep: Andy Vasquez</p> <p>Alt: John Nicoletti</p> <hr/> <p>Administrative Services</p> <div style="text-align: right;">○</div>	<p><u>RCRC/REGIONAL COUNC.of RURAL CO</u></p> <p>Rep: Roger Abe</p> <p>Alt: Andy Vasquez</p> <hr/> <p>Meets 01/16&17, 3/20, 4/17&18, 6/19, 8/21, 9/25&-27, 12/4 @ 9 a.m. Lunch provided. Mileage reimbursed (Includes Nat'l Forest & Schools Coalition (Forest Receipts) and Ca. Rural Home Mortgage Finance Authority. (916) 447-4806 1 Rep/1 Alt -</p> <div style="text-align: right;">Form 700 Filing</div>	<p><u>REGIONAL WASTE MGMT AUTHORITY</u></p> <p>Rep: John Nicoletti</p> <p>Alt: Mary Jane Griego</p> <hr/> <p>Meets 3rd Thursday at 4:30 p.m. of each month at Yuba County Government Center Board Chambers. Stipend of \$50 per meeting. Telephone: 634-6890 (Sandra) 1 Rep/1 Alt</p> <div style="text-align: right;">Form 700 Filing</div>
<p><u>SAC MOTHERLODE REG. ASSN. of CO.</u></p> <hr/> <p>Suspend Membership since FY 04/05 - Full Name: Sacramento Motherlode Regional Association of County Supervisors. Meets in conjunction with CSAC & RCRC Annual conferences. Maximum of 3 mtgs per year. Placer County Supervisor Jim Holmes Telephone: 885-3695</p> <div style="text-align: right;">○</div>	<p><u>SACOG/SAC AREA COUNCIL of GOVMTS.</u></p> <p>Rep: Mary Jane Griego</p> <p>Alt: John Nicoletti</p> <hr/> <p>Meets 3rd Thursday at 9 a.m. of each month. Involves at least 1 additional committee meeting. Stipend of \$100 per meeting, plus mileage at IRS rate. Includes Capitol Valley Regional SAFE Telephone: (916) 321-9000 - Rochelle 1 Rep/1 Alt -</p> <div style="text-align: right;">Form 700 Filing</div>	<p><u>SACTO AREA COMMERCE & TRADE</u></p> <p>Rep:</p> <p>Alt:</p> <hr/> <p>Membership Suspended 09/10 Meets 3rd Wednesday every other month (odd numbered) at 12 p.m. (location varies) Telephone: (916) 441-2144 (Kim) 1 Rep/1 Alt</p> <div style="text-align: right;">○</div>
<p><u>SIERRA NEVADA CONSERVANCY</u></p> <p>Liaison Andy Vasquez</p> <hr/> <p>Meetings are held Jun 5&6, Sept 4&5, and Dec 4&5 at various locations within the region. Currently we are a County Liaison for the Central Region (Nevada, El Dorado, Placer, Yuba). Stipend \$100 per meeting as representative. Contact Theresa 530 823-4672</p> <div style="text-align: right;">Form 700 Filing</div>	<p><u>SIERRA-SACTO VALLEY EMS</u></p> <p>Rep: Roger Abe</p> <p>Alt: Hal Stocker</p> <hr/> <p>Meets 2nd Friday at 1 p.m. of even numbered months at 5995 Pacific St., Rocklin. Stipend of \$50 per meeting, plus travel at IRS rate. Telephone: (916) 625-1701 1 Rep/1 Alt -</p> <div style="text-align: right;">Form 700 Filing</div>	<p><u>SUBSTANCE ABUSE ADVISORY BOARD</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: Mary Jane Griego</p> <hr/> <p>Meets 3rd Tuesday at 3:00 p.m. except Aug. and Dec. at 1965 Live Oak Blvd., Yuba City. Telephone 822-7200 ext. 2275 (Nancy) Fax 822-7627 1 Rep/1 Alt.</p> <div style="text-align: right;">Form 700 Filing</div>
<p><u>SUTTER YUBA MENTAL HEALTH</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: John Nicoletti</p> <hr/> <p>Meets 1st Thursday at 5:30 p.m. except Aug. and Dec. at 1965 Live Oak Blvd., Yuba City Telephone 822-7200 ext. 2275 (Nancy Fontinel) Fax 822-7627 1 Rep/1 Alt</p> <div style="text-align: right;">Form 700 Filing</div>	<p><u>TRLIA DISPLACED PERSONS APPEALS BR</u></p> <p>Rep. Roger Abe</p> <hr/> <p>Meets as needed. Representative serves as an alternate in the event a member is unable to attend meetings. TRLIA Executive Director Paul Brunner 749-5679 1 Rep.</p> <div style="text-align: right;">○</div>	<p><u>WHEATLAND CITY/COUNTY LIAISON</u></p> <p>Rep: Roger Abe</p> <p>Alt: Hal Stocker</p> <hr/> <p>Meets as needed on 2nd Tuesday at 5:00 p.m. of each month at Wheatland City Hall, 111 C Street Wheatland. Telephone: 749-7510 (Donna) City Administrator Steve Wright 633-2761 1 Rep/1 Alt</p> <div style="text-align: right;">○</div>

<p><u>Y-S ECONOMIC DEVELOPMENT CORP.</u></p> <p>Rep: *John Nicoletti*</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>Hal Stocker</i></p> <hr/> <p>Meets at 7:30 a.m on Aug 3, Nov 2, Feb 1, May 3 for FY 12-13* Committee member serves on the Comprehensive Economic Development Strategy Committee.</p> <p>Telephone: 751-8555 (Brynda Stranix)</p> <p>Form 700 Filing</p>	<p><u>YUBA CO. CHILDREN'S CO.</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets 1st Wednesday at 8:00 a.m. at Yuba One Stop Beckworth Room. *Member also sits on Juvenile Justice Coordinating Council and Child Abuse Prevention Council (Dr. Brad Luz 822-7200)</p> <p>Nancy 822-7200 ext 2275</p> <p>1 Rep/1 Alt</p>	<p><u>YUBA COUNTY YOUTH COMMISSION</u></p> <p>Rep:</p> <hr/> <p>Currently not active due to lack of representatives. Meets 2nd and 4th Monday at 5:30 p.m. of each month at the Yuba County Government Center Board Chambers.</p> <p>Telephone: (530) 749-7510</p>
<p><u>YUBA SUTTER TRANSIT AUTHORITY</u></p> <p>Rep: Mary Jane Griego</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets 3rd Thursday at 4:00 p.m. of each month at Yuba County Government Center Board Chambers. Stipend of \$50 per meeting.</p> <p>Telephone: Sandra 634-6880</p> <p>Form 700 Filing</p>		

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: **Bi County Solid Waste Independent Hearing Panel**

Date: January 28, 2014

Recommendation

Reappoint Dennis Green as the technical representative to the Bi-County Solid Waste Independent Hearing Panel for a term ending January 28, 2018.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Mr. Green's term who has been serving on the Panel since 2011 and wishes to continue serving.

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

Fiscal Impact

None

Committee Action

None required.

Attachments

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The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator
 John Fleming, Economic Development Coordinator
 Russ Brown, Communications & Legislative Affairs Coordinator
 Grace M Mull, Management Analyst
 Teena L. Carlquist, Executive Assistant to the County Administrator
 Yuba County Government Center
 915 8th Street, Suite 115
 Marysville, CA 95901

Phone: (530) 749-7575
 Fax: (530) 749-7312
 Email: rbendorf@co.yuba.ca.us
 jfleming@co.yuba.ca.us
 rbrown@co.yuba.ca.us
 gmull@co.yuba.ca.us
 tcarlquist@co.yuba.ca.us

Date: February 4, 2014
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB/gm*
By: Grace Mull, Management Analyst
Re: Agreement for Independent Audit Services

Recommendation

Consider agreement with Gallina, LLP to perform the County's independent audit for fiscal year ending June 30, 2014 and authorize Chairman to execute agreement.

Background

The County has an independent audit of its financial statements each year to provide reasonable assurance that its basic financial statements are free from material misstatement. The audit includes the examination on a test basis, the evidence supporting the amounts, and disclosures in the basic financial statements. The audit also includes examining on a test basis, evidence on the County's compliance with laws, regulations, contracts, and grants, as well as assessing the accounting principles used and significant estimate made by management.

Discussion

This will be the third engagement agreement with Gallina, LLP for the County's annual independent audit. Gallina, LLP is an experienced government sector accounting firm. The firm has been auditing cities, counties and special districts since 1957 and has audited 38 of the 58 counties in California. The firm provides experienced auditors who can provide valuable insight based on their experience with other counties and governmental agencies.

Committee

Due to the routine nature of this request, this item did not go to Committee.

Fiscal Impact

The cost for auditing services for the period specified is a "not to exceed" annual amount of \$83,000 and will be included in the budget for fiscal year 2014/15.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for audit 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 ("COUNTY"), and

Gallina LLP
("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 OF ENGAGEMENT.

This Agreement shall be for the audit year ending June 30, 2014.

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.

County Administrator is the representative of the COUNTY and will administer this Agreement for the COUNTY. Gallina LLP is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Insurance Provisions

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

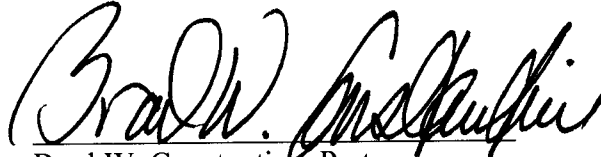
_____, 2014.

"COUNTY"

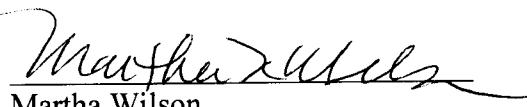
"CONSULTANT"

COUNTY OF YUBA

John Nicoletti, Chairman
Board of Supervisors



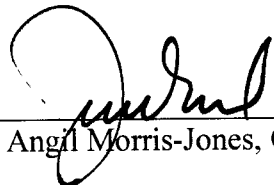
Brad W. Constantine, Partner
Gallina, LLP



Martha Wilson,
Human Resources Risk Manager

Approved As to Form:

By:



Angil Morris-Jones, County Counsel

Donna Stottlemeyer, Clerk of the Board

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1. Scope of Services Audit financial statements of the government activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining information, which collective comprise the basic financial statements of the COUNTY, as of and for the year's ending June 30, 2014. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to accompany the COUNTY's basic financial statements.

As part of the engagement, CONSULTANT will apply certain limited procedures to the COUNTY's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to CONSULTANT in its representation letter. Unless problems are encountered with the presentation of the RSI or with procedures relating to it, CONSULTANT will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's discussion and analysis
- Budgetary comparison schedules
- Schedules of funding progress

Supplementary information other than the RSI, such as combining and individual fund statements, also accompanies the COUNTY's basic financial statements. The following supplementary information to the auditing procedures applied in CONSULTANT's audit of the basic financial statements will provide an opinion on it relation to the basic financial statements:

- Schedule of expenditures of federal awards
- Combining and individual fund statements

A.1.2. Audit Objectives The objective of the audit is the expression of opinions as to whether the basic financial statements are fairly presented, in all material aspects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the scope of services when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of the contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provision of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

The audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provision of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures considered necessary to enable CONSULTANT to express such opinions and to render the required reports. If opinions by CONSULTANT on the financial statements or the Single Audit compliance opinions are other than unqualified, CONSULTANT will fully discuss the reasons with COUNTY in advance. If, for any reason, CONSULTANT is unable to complete the audit or unable to form or not have formed opinions, CONSULTANT may decline to express opinions or to issue a report as a result of this engagement.

The audit will also include the following for which separate reports will be issued:

- A report on the Yuba Housing Authority
- A report on procedures performed pursuant to Article XIII-B of the California Constitution (Gann Report)

A.1.3. Management Responsibilities Management is responsible for maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. Management is also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the COUNTY and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles;

and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. COUNTY is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. COUNTY is also responsible for preparation of the schedule of expenditures of federal awards in accordance with requirements of OMB Circular A-133.

COUNTY is responsible for making all financial records and related information available to CONSULTANT and for ensuring that management and financial information is reliable and properly recorded. Responsibilities include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. COUNTY's responsibilities include adjusting the financial statements to correct material misstatements and confirming to CONSULTANT in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

COUNTY is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. COUNTY's responsibilities include informing CONSULTANT of COUNTY's knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, COUNTY is responsible for identifying and ensuring that the COUNTY complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is the COUNTY's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary of prior audit findings and a corrective action plan.

COUNTY is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. COUNTY is also responsible for identifying for CONSULTANT previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to CONSULTANT any corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing COUNTY's views on CONSULTANT's current findings, conclusions, and recommendations, as well as COUNTY's planned corrective actions, for the report, and for the timing and format for providing that information.

COUNTY is responsible for the preparation of the Management's Discussion and Analysis section of the financial report. This section is not a required part of the basic

financial statements, but is additional information required by accounting principles generally accepted in the United States of America.

A.1.4. Audit Procedures – General An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, CONSULTANT's audit will involve judgment about the number of transactions to be examined and the areas to be tested. CONSULTANT will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assts, or violations of laws or governmental regulations that are attributable to the COUNTY or to acts by management or employees acting on behalf of the COUNTY. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because CONSULTANT will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by CONSULTANT. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, CONSULTANT will inform COUNTY of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to CONSULTANT's attention. CONSULTANT will inform COUNTY of any violations of laws or governmental regulations that come to CONSULTANT's attention, unless clearly inconsequential. CONSULTANT will include such matters in the reports required for a Single Audit. CONSULTANT's responsibility as auditors is limited to the period covered by CONSULTANT's audit and does not extend to any later periods for which CONSULTANT is not engaged as auditors.

CONSULTANT's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. CONSULTANT will request written representations from COUNTY's attorneys as part of the engagement, and they may bill COUNTY for responding to this inquiry. At the conclusion of the audit, CONSULTANT will also require certain written representations from COUNTY about the financial statements and related matters.

A.1.5. Audit Procedures – Internal Controls CONSULTANT's audit will include obtaining an understanding of the COUNTY and its environment, including internal control, sufficient to assess the risk of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that CONSULTANT considers relevant to preventing and detecting errors and fraud that are material to the

financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. CONSULTANT's tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, CONSULTANT will perform tests of controls to evaluate the effectiveness of the design and operation of controls that CONSULTANT considers relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, CONSULTANT's tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in CONSULTANT's report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, CONSULTANT will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

A.1.6. Audit Procedures – Compliance As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, CONSULTANT will perform tests of the COUNTY's compliance with applicable laws and regulations and the provision of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and CONSULTANT will not express such an opinion in CONSULTANT'S report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that CONSULTANT plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations the provisions of contracts and grant agreements applicable to major programs. CONSULTANT's procedures will consist of tests of transactions and other applicable procedures described in *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the COUNTY's major programs. The purpose of these procedures will be to express an opinion on the COUNTY's compliance with requirements applicable to each of its major programs in CONSULTANT's report on compliance issued pursuant to OMB Circular A-133.

A.1.7. Responsibility for Non-Audit Services CONSULTANT will prepare a general ledger trial balance for use during the audit. CONSULTANT's preparation of the trial balance will be limited to formatting information in the COUNTY's general ledger into a

working trial balance. Also, as part of the audit, CONSULTANT will assist with the preparation of the COUNTY's financial statements, schedule of expenditures of federal awards, and related notes. COUNTY is responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. COUNTY will be required to acknowledge in the management representation letter CONSULTANT's assistance with preparation of the financial statements and schedule of expenditures of federal awards, and that COUNTY has reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, COUNTY is required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services CONSULTANT provides and for evaluating the adequacy and results of those services and accepting responsibility for them.

As a result of CONSULTANT's audit, CONSULTANT may propose adjusting journal entries, both those considered material and immaterial. The preparation of adjusting journal entries is considered a non-attest service. Consequently, *Government Auditing Standards*, require COUNTY to designate an individual with suitable skill, knowledge, or experience to review these entries and to be responsible and accountable for any adjusting journal entries CONSULTANT has proposed and whether or not they will be posted to the COUNTY's accounts. CONSULTANT will also confirm with COUNTY that unrecorded adjusting journal entries, both individually and in the aggregate, are immaterial to the financial statements taken as a whole.

A.1.8. Audit Administration and Other CONSULTANT understands that COUNTY's employees will prepare all cash, accounts receivable, or other confirmations CONSULTANT requests and will locate any documents selected by CONSULTANT for testing. CONSULTANT's estimate of fees is prepared with the understanding that COUNTY staff will provide schedules of transactions and accounts balances supporting the amounts to be reported in the COUNTY's financial statements and notes.

Brad Constantine is the engagement partner and is responsible for supervising the audit and signing the report.

At the conclusion of the engagement, CONSULTANT will complete appropriate sections of the Data Collection Form that summarizes the audit findings. CONSULTANT will provide three (3) copies of audit reports to the COUNTY. However, it is COUNTY's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearing house. CONSULTANT will coordinate with COUNTY the electronic submission and certification. If applicable, CONSULTANT will provide copies of audit report for COUNTY to include with the reporting package COUNTY will

submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency of audits.

CONSULTANT will also communicate to the COUNTY's governing board the following significant findings from the audit:

- COUNSULTANT's view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management , if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of COUNTY as a result of our audit procedures;
- Representations CONSULTANT requested from COUNTY;
- COUNTY's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of GALLINA LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, CONSULTANT may be requested to make certain audit documentation available to the State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. CONSULTANT will notify COUNTY of any such request. If requested, access to such audit documentation will be provided under the supervision of GALLINA LLP personnel. Furthermore, upon request, CONSULTANT may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If CONSULTANT is aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, CONSULTANT will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The CONSULTANT and COUNTY agree that any controversy or claim arising out of

or relating to the services provided pursuant to this engagement agreement shall be determined by arbitration in accordance with the applicable Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association; and judgment on the award rendered by the arbitrator(s) may be rendered in any court of competent jurisdiction.

The CONSULTANT from time to time, and depending on the circumstances, uses third-party service providers in serving the engagement. CONSULTANT may share confidential information about COUNTY with these service providers, but remain committed to maintaining confidentiality and security of the COUNTY's information. In addition, CONSULTANT will secure confidentiality agreements with all service providers to maintain the confidentiality of COUNTY's information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent unauthorized release of COUNTY's information to others. In the event CONSULTANT is unable to secure an appropriate confidentiality agreement, COUNTY will be asked to provide consent prior to sharing the confidential information with the third-party service provider. Furthermore, CONSULTANT will remain responsible for the work provided by any such third-party service providers.

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 CONSULTANT.

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 COMPENSATION. COUNTY shall pay CONSULTANT a contract fee not to exceed Eighty Three Thousand (\$83,000) for the audit period ending June 30, 2014. 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. However, COUNTY and CONSULTANT agree that COUNTY shall pay such billing less 10 percent (10%), in which 10 percent (10%) shall be retained until the CONSULTANT's audit report is accepted. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed Eighty Three Thousand (\$83,000) 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 CONSULTANT 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, photo stating, 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.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 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.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":

County Administrator
County of Yuba
915 8th Street, Suite 115
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Gallina, LLP
Attn: Brad Constantine
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678

ATTACHMENT E

INSURANCE PROVISIONS

Insurance Requirements for Professional Services

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

Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage (CG 00 01)
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Worker's Compensation insurance as required the State of California and Employer's Liability Insurance.
4. Errors Et Omissions Liability insurance appropriate to the CONSULTANT'S profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

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. Worker's Compensation: | As required by the State of California | |
| 4. Employer's Liability: | \$1,000,000 | Each accident, \$1,000,000 policy limit bodily by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Errors & Omissions: | \$1,000,000 | Per Occurrence. |

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.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased or borrowed by the CONSULTANT.
2. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officer, 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.
3. 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.

If General Liability, Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors Et Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the COUNTY for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the COUNTY or on other than the COUNTY's forms provided those endorsements conform to county 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.

Waiver of Subrogation

CONSULTANT hereby agrees to waive subrogation which any insurer of contractor may require from vendor 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 Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the consultant, its employees, agents and subcontractors.



SUTTER-YUBA MENTAL HEALTH SERVICES

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



Tom Sherry, MFT
Director of Human Services
Director of Mental Health/Alcohol & Drug Program Administrator

Administration Services
(530) 822-7200
FAX (530) 822-7627

STAFF REPORT

DATE: January 28, 2014

TO: Yuba County Board of Supervisors

FROM: Steve Marshall, MPA, Deputy Director of Mental Health-Administrative Services *AM*

SUBJECT: Approval of ^{Amended} Agreement with Casa De Esperanza for Services to Victims of Domestic Violence and Their Children

Recommendation: It is the recommendation of the Deputy Director of Mental Health – Administrative Services that the Board of Supervisors approve the contract between County of Yuba, operating through its joint powers agency, Sutter-Yuba Mental Health Services, and Casa de Esperanza, a shelter for domestic violence, and authorize the Chairman of the Board to sign the contract. The Health and Human Services Committee was bypassed as this is an ongoing five year contract.

Background & Discussion: This is an ongoing contract that provides a crisis intervention community service facility primarily for the use of victims of domestic violence and their children. Casa de Esperanza operates a shelter for up to 30 individuals on a 24-hour per day seven day a week basis. Casa de Esperanza provides direct services to residents of the shelter including referrals for medical assistance, peer counseling assistance and any other services required immediately by the victims of domestic violence or their children. The contract is for the period of July 1, 2011 to June 30, 2016.

The funding for this contract is derived from an additional fee placed on marriage licenses pursuant to Government Code Section 26840 *et seq.* and Welfare and Institutions Section 18290 *et seq.* The maximum reimbursement to Casa de Esperanza shall not exceed the current amount set by the state, less eight percent (8%) for the administrative cost of identifying and disbursing the fees, which is currently \$21.16 per marriage license issued in Yuba County. Reimbursement to Casa de Esperanza is limited to the actual number of marriage licenses issued in the County of Yuba and paid for in the County of Yuba during the period of July 1, 2011 through June 30, 2016.

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

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

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

Children's System of Care: 822-7478
Youth Services: 822-7513
Prevention Services: 822-1885

This item was considered at the November 12, 2013 Board meeting but had an error in the calculation of the amount paid to Casa de Esperanza. That is why we are bringing it back to the Board for re-consideration.

Past Consideration of the Board: A similar contract was approved by the Board at the June 27, 2006 meeting.

Alternatives: None

Other Department or Agency Involvement: The County Clerk will collect the funds and the Auditor's Office will disperse the money.

Action Following Approval: Chairman will sign the agreement.

Fiscal Impact: There is no impact on County General Fund.

Attachments or Document Enclosures:

Agreement

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AGREEMENT WITH CASA DE ESPERANZA

THIS AGREEMENT IS MADE AND ENTERED INTO this 1st day of July 2011 at Marysville, County of Yuba, California, by and between the COUNTY OF YUBA, operating through its joint powers agency, SUTTER-YUBA MENTAL HEALTH SERVICES as an entity, and hereinafter referred to as "COUNTY" and CASA DE ESPERANZA, a shelter for domestic violence, hereinafter referred to as "CASA".

WITNESSETH:

WHEREAS, within the COUNTY of Yuba there are a number of individuals who are currently being physically abused by persons with whom they reside; and,

WHEREAS, the California Legislature through its Senate Bill 1246 of 1980 determined that shelters for domestic violence should be reimbursed through a fee on marriage licenses; and,

WHEREAS, California Penal Code 1203.097 determined that shelters for domestic violence should be reimbursed through a fine assessed and collected by the Superior Court for a defendant who was placed on probation for a domestic violence crime; and,

WHEREAS, Yuba COUNTY needs crisis intervention shelter care services for persons who are victims of domestic violence and who meet all the requirements of Chapter 146 of the Statutes of 1980 (the Domestic Violence Center Act, Welfare and Institutions Code, Section 18290, et seq); and,

WHEREAS, CASA has the facility, expertise and experience to provide crisis intervention shelter services for victims of domestic violence;

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

1. **Duration of agreement:** The term of this Agreement shall cover the period of July 1, 2011, through June 30, 2016; provided however, if CASA ceases to operate its program in substantially the same manner as it is currently operated, this Agreement shall immediately terminate.
2. **Scope of Services:**
 - A. CASA shall operate a crisis intervention community service facility primarily for the use of victims of domestic violence and their children.
 - B. CASA agrees to operate a shelter for up to 30 individuals (victims of domestic violence and their children) on 24-hour per day, seven day a week basis.

- C. CASA will provide direct services to residents of the shelter, including referral from medical assistance, peer counseling assistance and any other services required immediately by the victims of domestic violence or their children.
- D. CASA will provide supportive services to residents of the shelter, including referral for legal information and any other type of advocacy and services required by the unique circumstances of the particular residents and/or their children.
- E. CASA will provide a rescue (transportation) service to victims of domestic violence and their children who are unable to reach the shelter on their own.
- F. In addition to the above identified items, CASA will provide or cause to be provided, the following:
 - 1. Referral for medical services, both emergency and follow-up in those cases where the victims of domestic violence and/or their children require assistance relative to the physical trauma associated with physical abuse.
 - 2. Financial assistance to provide the victims of domestic violence and/or their children with incidentals and other items required to remain away from home for the period required.
 - 3. Referral for legal information for the physical safety of the victims of domestic violence and their children.
- G. CASA agrees to maintain the following specific services on a 24-hour, seven day a week basis:
 - 1. Shelter.
 - 2. Switchboard for crisis calls.
 - 3. Temporary housing and food facilities.
 - 4. Psychological support and peer counseling
 - 5. Referrals to existing services in the community and follow-up on the outcome of the referrals.
 - 6. A drop-in center to assist victims of domestic violence who have not yet made the decision to leave their homes or who have found other shelter but who have need for support services.
 - 7. Arrangements for school age children to continue their education during their stay at the shelter.

8. Emergency transportation to the shelter and, when appropriate, arrangements with local law enforcement for assistance in providing such transportation.
- H. In addition to all services identified in this Agreement to the extent possible and in conjunction with already existing services, CASA will provide a method of obtaining the following services for victims of domestic violence:
 1. Medical Care.
 2. Legal Assistance.
 3. Psychological support and counseling.
 4. Information regarding re-education, marriage and family counseling, job counseling and training programs, housing referrals and other available social services.
3. **SUPERVISION OF SERVICES:** All services offered by CASA shall be under the general supervision and control of the Director of CASA and the Board of Directors of CASA, and shall permit such director to supervise and specify the kind, quality, amount of service, and criteria for determining the persons to be served.
4. **ELIGIBILITY FOR SERVICES:** All residents of Yuba COUNTY who feel that they need or desire the services of CASA are eligible for said services at the discretion of the Director of CASA and the Board of Directors of CASA. CASA agrees to furnish said services to all clients accepted by CASA and further agrees:
 - A. To have available to the public a written statement of admission policies which shall include a provision that persons are accepted for services without discrimination on the basis of race, color, religion, national origin, ancestry, age, sex, or handicap.
 - B. Not to employ discriminatory practices in admissions of clients, employment of personnel, or in any other aspect on the basis of race, color, religion, national origin, ancestry, age, sex, or handicap.
5. **COST OF SERVICES:** COUNTY shall pay to CASA on a quarterly basis those funds derived from an additional fee placed on marriage licenses pursuant to Government Code sections 26840 et seq. and Welfare and Institutions sections 18290 et seq and a portion of fees collected by the Superior Court pursuant to California Penal Code 1203.097. The total additional fee from marriage licenses shall not exceed the current amount set by the state, less eight percent (8%) for the administrative cost of identifying and disbursing the fees. Reimbursement of COUNTY to CASA is limited to the actual number of marriage licenses issued in the COUNTY of Yuba and paid for in the COUNTY of Yuba during the period of

July 1, 2011, through June 30, 2016 and the actual amount of fines collected by the Court pursuant to California Penal Code 1203.097. The COUNTY makes no guarantee as to the number of licenses which will be issued, or the amount of fines collected; nor to the reimbursement to CASA as a result.

Payment for 2011-2016 will be made to CASA on a quarterly basis by the Auditor-Controller of the COUNTY of Yuba from the Domestic Violence-Special Fund.

The Auditor-Controller will notify the Director of Sutter-Yuba Mental Health Services of the amount paid to CASA each quarter.

Both CASA and COUNTY understand and acknowledge the COUNTY's obligation to reimburse CASA pursuant to this Agreement is limited to funds generated from marriage license fees and court fees and no guarantees or assurances are made as to the total dollar amount which will be allocated to CASA de Esperanza. It is further understood that any statutory changes by the state to fee amounts enacted after execution of this Agreement shall supersede, without further action of the parties, the amount due hereunder.

6. STAFFING: CASA agrees that staffing of the program will include eight full-time positions and up to twenty part-time volunteer positions. During the term of this Agreement CASA agrees to maintain the following positions:

- A. Project Director, full time
- B. Seven counselors, full time
- C. One bookkeeper,/clerical person, part-time

CASA further agrees to maintain staffing in the shelter facility at all times during which there are clients present in the facility.

CASA agrees that their staff will attempt to achieve community support and acceptance of their program by advocating the program to community representatives from groups within the community.

Volunteers shall be trained and used to maximum capacity in the delivery of service.

CASA agrees that inasmuch as the programs are to serve a variety of cultural backgrounds to the extent feasible, a portion of the program's personnel shall be bilingual. An effort shall be made to recruit former battered spouses as staff members.

CASA agrees that it shall make every attempt through staff efforts to qualify the CASA program for any and all available federal funding.

CASA agrees that its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of the COUNTY of Yuba or Sutter-Yuba Mental Health Services.

Equal employment opportunity will be assured in the personnel system and affirmative action provided in the administration of this Agreement. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliation or because of race, national origin, age, sex, physical disability or other non-merit factors will be prohibited.

CASA agrees to require those of its staff, volunteers, officers and directors subject to Penal Code §11165 et seq. and Welfare and Institutions Code §15634, to report all incidents of suspected child abuse, elder abuse and other suspected violations of law to the agency having responsibility to receive such reports. All reports shall be made via telephone or in person within three hours of CASA staff, volunteers, officers or directors being aware of the suspected abuse or suspected violation of law and in writing within thirty-six (36) hours of the incident subject to report. Nothing herein shall be construed to require or suggest that impermissible disclosure of confidential information is required.

7. **MONITORING PROVISIONS:** CASA and COUNTY agree that the Sutter-Yuba Mental Health Services is empowered by the COUNTY of Yuba to act as monitor of CASA for purposes of this Agreement. The role of monitor includes fiscal monitoring as well as monitoring for Section 504 of the Rehabilitation Act of 1973 requirements and other program compliance issues specified in this Agreement.
8. **REPORTING REQUIREMENTS:** An annual report shall be prepared by CASA for submission to the Yuba County Board of Supervisors. The report shall include the total number of persons served in the domestic violence shelter- based program; the number of persons served in the domestic violence shelter- based program by each type of service provided; and a general description of the social and economic characteristics of persons receiving services by the type of service provided.
9. **LICENSURE:** If licensure is required for operation of the CASA facility or program, CASA agrees to seek and maintain licensure for their facility and programs at all times during the duration of this Agreement. CASA will demonstrate to COUNTY that the appropriate licensure has been received or that no licensure is required.
10. **ASSIGNMENT PROHIBITED:** Neither party shall assign this Agreement nor any other interest therein without the written consent of the other party first had and obtained. Consent to one assignment shall not be deemed to be consent to any

subsequent assignment. Any such non-consented assignment may be, at the option of the non-consenting party, considered a termination of this Agreement.

11. **TERMINATION:** This Agreement may be terminated by either party by giving thirty (30) days notice to the other party in writing of intention to terminate.
12. **INDEMNIFICATION:** CASA shall hold harmless, indemnify and defend the Sutter-Yuba Mental Health Services and the COUNTY of Yuba with regard to all claims arising out of the provisions of service by CASA pursuant to this Agreement, including claims arising out of negligence or intentional acts by CASA's own officers, agents and employees. So long as this Agreement is in effect, CASA shall maintain with regard to their facility public liability and errors and omissions insurance with limits of no less than One Million Dollars (\$1,000,000.00) per person per incident. CASA shall supply Sutter-Yuba Mental Health Services and the COUNTY of Yuba with a certificate of insurance in this amount and said policy shall provide that cancellation or amendment must be preceded by at least ten (10) days prior written notice to Sutter-Yuba Mental Health Services addressed as provided for notices herein.

The insurance carried by CASA will identify Sutter-Yuba Mental Health Services and the COUNTY of Yuba as additional insureds on the policy of insurance.

13. **GOVERNING LAW:** This Agreement is made in the State of California and shall be construed, interpreted and governed by the laws of such State.
14. **NOTICES:** Any notices required or permitted hereunder shall be sufficiently given if personally delivered or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

CASA DE ESPERANZA: Casa de Esperanza
P.O. Box 56
Yuba City, CA 95992

COUNTY: Sutter-Yuba Mental Health Services
Attn: Assistant Director of Human
Services for Mental Health
1965 Live Oak Blvd.
P. O. Box 1520
Yuba City, CA 95992

or to such other address as shall be furnished in writing by either party to the other party. Any such notice shall be deemed to have been given, if mailed, as of the date mailed and if personally delivered, as of the date delivered.

- 15. NON-DISCRIMINATION:** Throughout the duration of this Agreement, CASA and CASA's agents, representatives, employees, contractors and subcontractors (CASA for this section) shall not unlawfully discriminate against any employees or applicant for employment or for treatment or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CASA shall not unlawfully discriminate in services provided under this Agreement. CASA shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such unlawful discrimination. CASA shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CASA and its subcontractor's 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. CASA shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement. CASA shall include the non-discrimination and compliance provisions of this paragraph in all subcontracts to perform work under this Agreement.
- 16. NON-DISCRIMINATION – HANDICAPPED PERSONS:** In addition to application of the non-discrimination provisions of this Agreement, above, CASA agrees to also comply with all provisions of Section 504 et seq. of the Rehabilitation Act of 1973, pertaining to the prohibition of discrimination against qualified handicapped persons, in all programs or activities, as an employee or recipient of services, as detailed in regulation signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Registry, Volume 42, No. 86, dated May 4, 1977, as it exists or may be hereafter amended, together with all succeeding legislation or under the provisions of 29 U.S. Code, Section 704, et seq. and all succeeding legislation.
- 17. CONFLICT OF INTEREST:** Neither a COUNTY employee whose position in the COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such an employee, shall be employed in any capacity by CASA herein, or have any other direct or indirect financial interest in this Agreement.
- 18. WAIVER OF DEFAULT:** No waiver of any default by any party to this Agreement shall be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless stated to be such, in writing, by all concerned parties and attached to the original Agreement. COUNTY's consent to

or approval of any act shall not be deemed to render unnecessary the obtaining of COUNTY's consent to or approval of any subsequent act by CASA.

19. **SEVERABILITY:** If any portion of this Agreement or application thereof to any party or circumstance is declared invalid by a court of competent jurisdiction, or is in contravention of any federal, state or local statute, ordinance or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect, and to that extent the provisions of the Agreement are declared severable.
20. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties relating to the rights, duties, obligations and transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are superseded hereby.
21. **MODIFICATION:** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
22. **ATTORNEY'S FEES:** If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever; including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
23. **JOINT AND SEVERAL LIABILITY:** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
24. **CAPTIONS:** Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope of the intent of this Agreement or any of the terms hereof.
25. **LAW AND VENUE:** Any action at law or in equity brought by one or more of the parties hereto for the purpose of enforcing a term, condition, right or obligation provided for by this Agreement shall be governed by the laws of the State of California and shall be tried in a Court of competent jurisdiction in the COUNTY of

Yuba, State of California; and the parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county or state.

26. **GENDER AND NUMBER:** As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include all genders.
27. **CALIFORNIA TORT CLAIMS ACT:** Notwithstanding any term or condition of the Agreement, the provisions and related provisions of the California Tort Claims Act, Division 3.6 (commencing t Section 810) of Title 1 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct by any party under the terms and conditions of this Agreement.
28. **PARTY:** The word "party" or "parties" means CASA, or any other party to this Agreement, as the context may require.
29. **AUTHORITY:**
 - A. If CASA is a corporation or partnership, each individual executing this Agreement on behalf of CASA represents and warrants (1) that such individual is duly authorized to execute and deliver this Agreement on behalf of CASA in accordance with a duly adopted resolution of the Board of Directors of CASA, if CASA is a corporation, or a duly adopted resolution of the partners of CASA, if CASA is a partnership, or in accordance with the rules and regulations of the CASA, including bylaws, if CASA is a corporation, or partnership agreement, if CASA is a partnership, and (2) that this Agreement is binding upon the CASA.
 - B. If CASA is a corporation or partnership, CASA shall within thirty (30) days after execution of this Agreement deliver to the person designated by this Agreement to receive notices for the COUNTY, a certified copy of a resolution of the Board of Directors of the CASA, if CASA is a corporation, or a certified copy of a resolution of the partners of CASA, if CASA is a partnership, authorizing or ratifying the execution of this Agreement.
30. **AMBIGUITIES NOT HELD AGAINST DRAFTER:** This Agreement having been freely and voluntarily negotiated by all parties, the rule of the contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Agreement.

31. COMPLIANCE WITH LAW: The parties agree to abide by all lawful laws, regulations, and orders applicable to this Agreement, the subject matter hereof and the discharge of the obligations created hereby.

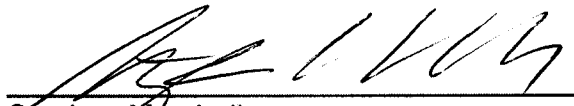
IN WITNESS WHEREOF, the parties have executed this Agreement at Marysville, California, on the date first set forth above.

CASA DE ESPERANZA, INC.



Marsha Krouse-Taylor

SUTTER-YUBA MENTAL HEALTH SERVICES




Stephen Marshall
Deputy Director of Mental Health-Administrative Services

YUBA COUNTY BOARD OF SUPERVISORS

Chair

ATTEST:
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Angil Morris-Jones, County Counsel



Human Services Department

Tom Sherry, MFT, Director

(530) 822-7327 Office

(530) 822-7223 FAX

tsherry@co.sutter.ca.us

humanservices@co.sutter.ca.us

www.suttercounty.org

Administrative Office


1445 Veterans Memorial Circle

P.O. Box 1510

Yuba City, CA 95992

Date: January 28, 2014

To: Yuba County Board of Supervisors

From: Tom Sherry, MFT, Director, Sutter County Human Services Department 

Subject: Appointment of Tony Hobson, Ph.D., as Mental Health Director for Sutter-Yuba Mental Health Services and as the Drug and Alcohol Administrator

Recommendation:

It is recommended the Board of Supervisors appoint Tony Hobson Mental Health Director and the Drug and Alcohol Administrator for Sutter-Yuba Mental Health Services.

Background:

On September 24, 2013 your Board appointed Tom Sherry as the Mental Health Director of Sutter-Yuba Mental Health Services (SYMHS) on an interim basis while the recruitment for the position of Assistant Director of Human Services – Mental Health was conducted. California's Welfare and Institutions Code (WIC) 5607, "Administration; qualifications of administrators" and WIC Code 5751, "Directors of local health services; qualifications; regulations" require the appointment of a Mental Health Director.

An offer of employment has been made to Dr. Tony Hobson, contingent on his successfully completing the pre-employment screening process, for the position of Assistant Director of Human Services – Mental Health and appointment as Mental Health Director by both Yuba and Sutter counties. In Sutter County, the Assistant Director of Human Services – Mental Health serves as the Mental Health Director and the Drug and Alcohol Administrator for SYMHS.

Dr. Hobson possesses twenty years' experience providing behavioral health services to children and adults in a variety of settings. Dr. Hobson has also provided forensic mental health services as well as supervised substance use disorder services. He is a licensed clinical Psychologist and holds a Bachelor's degree in Psychology from the University of La Verne, La Verne, California;

Mental Health	Welfare	Social Services	Employment Services	Public Health	Substance Abuse
(530) 822-7200 Fax 822-7108	(530) 822-7230 Fax 822-7212	(530) 822-7227 Fax 822-7384	(530) 822-7133 Fax 822-7213	(530) 822-7215 Fax 822-7223	(530) 822-3292 Fax 822-3296

a Master's degree in Education and Counseling from San Diego State University, California; and a Ph.D. in Clinical Psychology from Walden University, Minneapolis, Minnesota.

Because our Mental Health program is a Joint Powers agency between Yuba and Sutter counties, it is necessary for this appointment to be approved by the Board of Supervisors of both counties.

At its meeting of January 2, 2014, the Mental Health Advisory Board took action to recommend the appointment of Dr. Hobson to the position of Mental Health Director.

Prior Board Action:

Your Board appointed Tom Sherry as the Mental Health Director of Sutter-Yuba Mental Health Services (SYMHS) on an interim basis on September 24, 2013. Your Board appointed Dr. Brad Luz as the Assistant Director of Human Services – Mental Health and Mental Health Director on February 23, 2010.

Alternatives:

The Board could appoint an alternate candidate, however that is not recommended.

Other Department/Agency Involvement:

Sutter County must concur with the appointment. This item is scheduled for consideration at the January 28, 2014 Sutter County Board of Supervisors meeting.

Fiscal Impact:

The Assistant Director of Human Services – Mental Health and the Mental Health Director/Drug and Alcohol Administrator is entirely funded by Mental Health funds. There is no fiscal impact on the County General Fund.

Attachments or Document Enclosures:

None



COUNTY
DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: January 30, 2014
Re: Gift of Services

Recommendation

Recommend the Board adopt the attached resolution accepting the gift of goods and services from Precision Painting of Sutter, California.

Background

As a result of an RFP for a contracted painting provider, Precision Painting of Sutter has been selected as our painting contractor.

The Yuba Sutter Juvenile Hall facility has a number of areas with suspected lead paint. Working with the staff at the Hall, Buildings & Grounds, and with County Environmental Health we have identified a solution to encapsulate the lead paint in these areas with a hardened epoxy paint application.

Discussion

As we scoped this project, John Hindo the owner of Precision Painting offered to donate a portion of the work to benefit the Hall. What would have been a \$42,300 project will be reduced to \$37,000 as a result of the donation.

County ordinance requires donations of over \$1000 be brought to the Board for consideration.

Committee Action

Due to the time sensitivity of this request, and the needs of the project, we have brought this item to the full Board for consideration.

Fiscal Impact

The result of this action saves the County \$5300.

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

**RESOLUTION ACKNOWLEDGING)
GIFT OF GOODS AND SERVICES)
FROM PRECISION PAINTING IN)
THE AMOUNT OF \$5300)**

RESOLUTION NO. _____

WHEREAS, Yuba Sutter Juvenile Hall has some unique painting requirements to encapsulate areas of lead paint in the facility; and

WHEREAS, Precision Painting of Sutter CA has been awarded the general painting contract with the County; and

WHEREAS, Precision Painting is capable of applying a hardened epoxy paint to encapsulate these areas; and

WHEREAS, the total cost of this paint job is \$42,300, and Precision is willing to contribute a portion of the job valued at \$5300 as a donation to benefit Juvenile Hall for a net cost of \$37,000; and

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NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby accepts the donation of Precision Painting in the value of \$5300 for painting at the Yuba Sutter Juvenile Hall facility in Marysville.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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





The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Fiscal Year 2014-2015 Budget Workshop
DATE: January 28, 2014

RECOMMENDATION

It is recommended the Board of Supervisors receive a report from the County Administrator regarding projections for the Fiscal Year 2014-2015 budget.

BACKGROUND

Over the last several years, the County has experienced reductions in service levels due to a combination of decreasing revenues and increasing expenses. In order to continue levels of service to the public, reductions were made in our workforce, labor contracts were restructured, and reductions in levels of contingency funds, reserves and capital funds were made.

Primary revenue decreases in the General Fund include property tax, sales tax, interest earnings and tipping fees. Due to the near shutdown of housing construction and development applications, associated fees and property taxes have been negatively affected. Unfortunately, all County departments have been impacted one way or the other. Federal and state programs administered at the local level have also experienced reductions in funding levels.

Specific to the General Fund, structural deficits have ranged between \$10.7 million and \$1.6 million over the last several years. Simply put, revenues in their declining state have not been meeting the cost of doing business. Cost of business increases annually are primarily wages, pension and health care.

DISCUSSION

Departments and our employees recognize the importance of continuing to address our structural deficit and focusing on more efficient and economical ways to deliver services. This has been done over the course of several years and in a variety of ways such as department function consolidations, reviewing the performance of funds,

purchasing and others.

For the upcoming 2014-2015 Fiscal Year, staff has prepared a projected expense and revenue report for the Board. Since this report is delivered six months prior to the close of the current fiscal year, revenue projections and cost increases are estimated as accurately as possible. In addition, the Governor has released his preliminary budget, but changes will occur over the next few months as it is deliberated in the legislature.

The purpose of this presentation is to provide the Board of Supervisors with the best information / estimates available today for the upcoming fiscal year and also solicit further direction from the Board of Supervisors beyond the recommendations from staff.

FY 2014-2015 Budget Estimates

As summarized in today's presentation for the General Fund, staff is anticipating increases in employer pension and health insurance rates, with health insurance being the most difficult to estimate considering the range of increases for monthly premiums over the last several years. Also, CalPERS does not provide premium rates until June of each year. Pension rate increases have already been identified and are included in the presentation today.

Salary increases are limited to deferred contractual obligations with sheriff and probation association members and management. Longevity index and merit salary increases are applicable for most employees.

Revenue estimates are producing limited, but positive news. Total General Fund / Discretionary revenue is expected to increase for FY 2014-2015 by approximately \$400,000, with the primary increases in property tax, "triple flip" and sales tax revenue.

The increase in General Fund revenue estimates unfortunately do not meet the salary and benefit increases for the upcoming year. Those cost increases are estimated to be approximately \$1.2 million for the General Fund, thus creating a net shortfall of approximately \$800,000. Considering the estimated net shortfalls over the last several years, this is an improvement; however the use of one-time funds to balance the budget will be necessary absent significant reductions in expenditures or revenue changes.

The use of one-time funding includes fund balance or cash carryover from the previous fiscal year. As budget practices and local policy state, these funds should be treated as one-time revenues. The FY 13-14 budget relied on approximately \$1.7 million in fund balance / cash carryover to balance the budget. This amount cannot be determined until after the previous fiscal year is closed, which occurs in August.

FY 2014-2015 Budget Direction

Within the next couple of weeks, the County Administrator will issue budget instructions to departments so they can begin assembling their budget requests for the upcoming

year. The budget instructions will ask departments to:

- Assume no increase in their General Fund appropriation
- No additional position requests that require a General Fund component or are absent a reliable funding source
- Absorb projected cost increases for General and Non-General Fund departments.

The impacts of the aforementioned instructions will not be known until the County Administrator begins receiving and analyzing completed budgets for the departments in the upcoming months. Reductions in General Fund appropriations for departments may be recommended based once preliminary budget proposals are received.

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The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator
 John Fleming, Economic Development Coordinator
 Russ Brown, Communications & Legislative Affairs Coordinator
 Grace M. Mull, Management Analyst
 Teena L. Carlquist, Executive Assistant to the County Administrator
 Yuba County Government Center
 915 8th Street, Suite 115
 Marysville, CA 95901

Phone: (530) 749-7575
 Fax: (530) 749-7312
 Email: rbendorf@co.yuba.ca.us
jfleming@co.yuba.ca.us
rbrown@co.yuba.ca.us
gmull@co.yuba.ca.us
tcarlquist@co.yuba.ca.us

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator ^{RB}
 C. Richard Eberle, Auditor-Controller ^{RE}
 Dan Mierzwa, Treasurer-Tax Collector ^{DM}
 Grace Mull, Management Analyst ^{GM}
DATE: January 28, 2014
RE: General Fund Fiscal Policies – Reserves, Contingencies, Capital & Cash Flow

RECOMMENDATION

It is recommended that the Board of Supervisors receive a staff report and presentation regarding General Fund Reserves, General Fund Contingencies, General Fund Capital Reserves and Cash Flow and provide direction as appropriate.

BACKGROUND

Since Fiscal Year 2007-2008, your Board has received several presentations regarding the status of the County budget and associated finances. Unfortunately, the information regarding general fund revenues beginning in subsequent years has been nothing short of dire, as the recession has been and continues to be long in duration.

In Yuba County we experienced reductions in our workforce (employees and at the management level), departments were restructured, general fund revenues were negatively impacted by over a third, and resources for departments were dwindled to the point of nearly having to close offices on a regular basis.

Prior to and concurrently during the crisis, our organization has prioritized essential services, created sound financial policies and made investments in capital and technological efficiencies. General fund reserves and contingencies have been reduced from previous fiscal year levels, however funding in both categories remains, and one-time funding has been set aside for capital needs.

Another impact exacerbated by the crisis has been our general fund cash flow. In general, counties face a difficult task year to year concerning maintaining a positive cash flow. The largest county source of general fund revenue is received from property taxes, with the first installment not being received until almost half way through the fiscal year (November) and the other in April. While there are one-time general fund revenues that provide limited positive cash flow it is not enough to sustain an even or positive cash flow balance considering expenses (primarily salary and benefits).

DISCUSSION

To continue mitigating the impacts over the last several years and plan for the future, staff is recommending the Board consider the following categorical items and provide direction as appropriate with the stated recommendations and alternatives.

It is important to address this issue prior to entering the Fiscal Year 2014-15 budget creation and discussions, as it will assist in providing direction to staff for the development of the Recommended Budget and specifically, the task of allocating limited general fund dollars. While revenues applied to operations is a high priority considering critical countywide services, staff believes the discussion and draft policy recommendations presented today should be considered for short and long term fiscal stability.

COMMITTEE

This item was not presented at Committee level.

FISCAL IMPACT

There is no fiscal impact associated with this item as it is administrative only.

GENERAL FUND RESERVES

The purpose of General Fund Reserves is to provide a mechanism for the County to protect itself from economic uncertainties related to a disaster or another type of catastrophic event. Sufficient levels of reserves can ensure the continued orderly operation of government and provision of services to residents and the continued stability of the tax structure.

The maintenance of fiscal stability is an important factor considered by credit rating agencies. These agencies monitor levels of fund balance, contingencies and reserves in a government's general fund (as well as other factors) to evaluate credit worthiness. This is significant if the County were to seek external financing for capital or other large projects, as it impacts interest rates.

The Government Finance Officers Association (GFOA) recommends that governments establish a formal reserve policy for the general fund as well as other types of governmental funds. Such a guideline should provide a framework and specific plans for increasing or decreasing the level of reserves, if it is inconsistent with that policy. The County currently has a policy, created approximately six years ago, within the Administrative Policy & Procedures Manual.

GFOA recommends a reserve level of no less than 5 to 15 percent of regular general fund operating revenues, or of no less than one to two months of regular general fund operating expenditures, however, this is dependent on the government's particular financial situation and needs. Standard & Poor's (S&P) recommended levels are: Adequate: 1%-4%, Good: 4%-8%, Strong: 8%-15% and Very Strong: Above 15%.

For FY 13/14, General Fund reserves are budgeted at \$1,442,588, which is slightly higher than the County policy level of 5%, (the 5% policy = total General Fund Appropriation less Capital Outlay, Contingencies and Reserves). Although the origin of the reserves is from the general fund, reserves are held separately. Reserves can only be drawn upon once a year by a 4/5 vote of the Board of Supervisors. At the end of the fiscal year, all unused funds remain in a designated fund, much like a savings account.

We currently do not have a separate reserve fund designated specifically for economic uncertainties, separate from disasters. It is recommended that once recommended goals are achieved for the General Fund Reserve or significant progress is made, that the County establish a reserve for economic uncertainties.

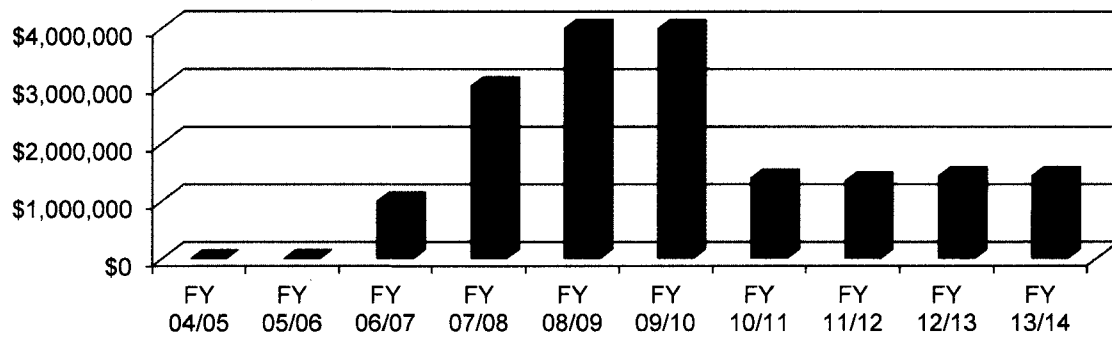
Recommendations

- Direct staff to amend the current policy to include:
 - A stated goal of 10% for general fund reserves to be achieved within five years.
 - To achieve this goal, approximately \$ 3.1 million in additional reserve dollars would have to be allocated over the next five fiscal years.
 - Funding sources would typically be one time revenues or potentially ongoing revenues approved by the Board of Supervisors.

Alternatives

- Leave fund status quo and continue setting aside reserves based on current policy.

10 Year History General Fund Reserves



Prior to FY 10/11, General Fund Reserves were appropriated within the general fund. From FY 10/11 to present, the funds are held in a designated fund outside of the general fund.

GENERAL FUND CAPITAL OUTLAY

Buildings throughout the County vary in their age from the original construction date. From newer buildings such as the Government Center (2004), Health and Human Services (2007) and Animal Care Services (2005) to the more aged buildings, Courthouse (1962), Library (1972) and Dan Avenue (1975), the County needs to properly plan for upkeep and replacement.

Based on the square footage of all County occupied buildings, almost half of that square footage is occupied in buildings older than 1976. In order to adequately assess the estimated replacement of these buildings, Administrative Services conducted an analysis that concluding a range of approximately \$630,000 to \$990,000 should be set aside annually for replacement and maintenance. Maintenance items range from the costs to replace elevators at the Courthouse and Jail (approximately \$600,000 and \$300,000 respectively) to parking lot replacements at the Government Center of \$300,000 for one small area.

The County has been creative at replacing old and tired infrastructure that was at end of life. In recent years, replacement of roofs, generators, and HVAC equipment have occurred through significant General Fund expenditures or in combination with the Chevron Energy project. Continuing to fund these projects through a borrowing or replacing items during the middle of a budget year when something fails is not an ongoing solution.

Prior to FY 2011-12 we appropriated funding for Capital Reserves within the general fund. In FY 2011-12, staff with the assistance of Economic & Planning Systems, reconciled the various impact fee funds as well as the 200 Capital Outlay fund and provided a report to your Board. This process resulted in the identification of one-time revenue which was recommended to be placed in the 200 fund with the intent of the funds uses for any one-time expenditure including capital expenditures. **The current amount in this fund is \$2,297,266.** At the end of the fiscal year, any unused funds remain in the fund.

To date, funds in the 200 fund have been used for preliminary work for the new Sheriffs facility, South Annex demolition, North Annex roof replacement, Courthouse electronic building controls, special elections, Wheatland property tax admin reimbursement and to help balance the budget in FY 12/13.

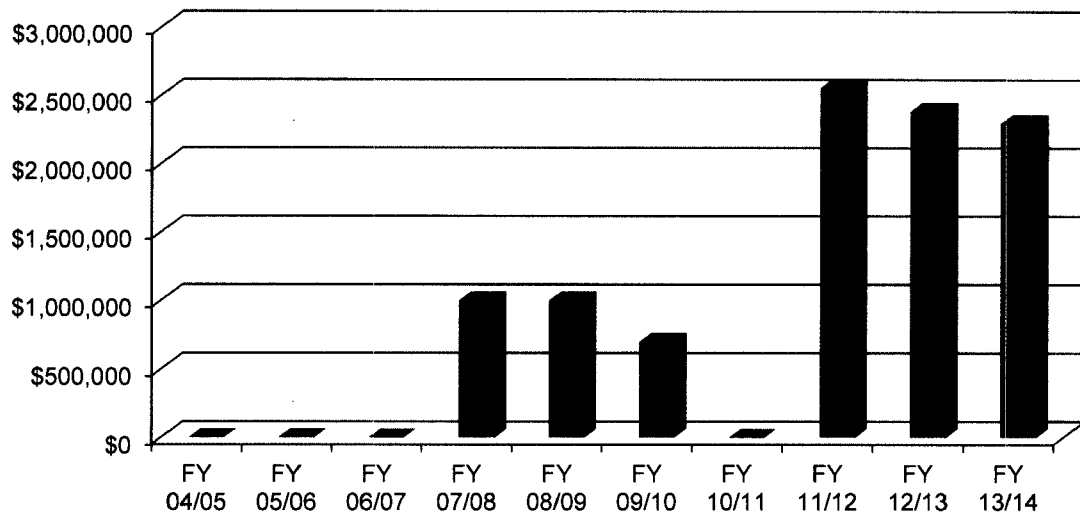
Recommendations

- Direct staff to develop and present a capital outlay fund policy, based on best practices, for consideration and adoption by the Board of Supervisors. If approved, the policy will also include a recommended funding level based on a capital needs analysis.

Alternatives

- Leave fund status quo and continue utilizing funds for one-time uses only.

10 Year History General Fund Capital Outlay



GENERAL FUND CONTINGENCIES

The purpose of General Fund Contingencies is to provide financial resources for unanticipated increases to the County budget. This appropriation can only be accessed by a 4/5 vote of the Board of Supervisors as the need arises.

The budgeted amount for FY 13/14 is \$594,872 and is slightly higher than the County policy level, which is 1.5% of the total General Fund Appropriation. At the end of the fiscal year, any unused funds remain within the general fund cash balance.

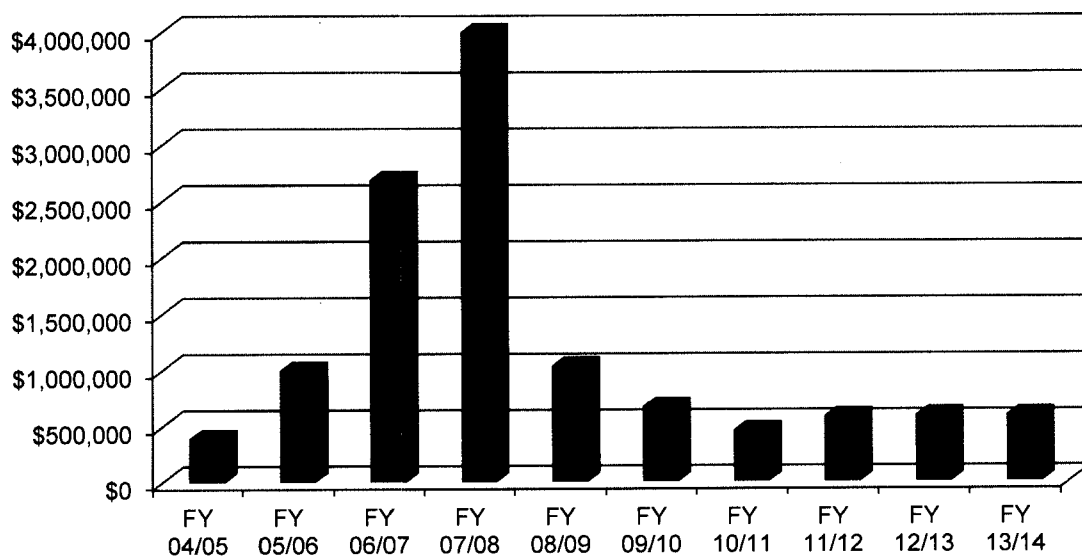
Recommendations

- Increase amount set aside for contingencies incrementally until one to two months of general fund salaries and benefits are set aside, consistent with GFOA guidelines. This will assist in maintaining a positive cash flow for the general fund. Revise policy to reflect this change.

Alternatives

- Status quo with no changes to the policy and continue setting aside contingencies based on current policy.
- Increase amount set aside for contingencies incrementally until three to five percent is achieved which will assist in maintaining a positive cash flow for the general fund, and;
 - Revise the current contingency policy to reflect the change.

10 Year History General Fund Contingencies



GENERAL FUND CASH FLOW

The term General Fund Cash Flow describes the incomings and outgoings of cash and how it affects the cash balance and operational activities of the general fund.

Like most government entities, we experience periods of negative cash positions due to monthly expenditures like payroll not being in sync with our largest source of revenue (property taxes) which is collected twice a year. In order to maintain operations we rely on a favorable cash position to sustain operations, particularly in the General Fund.

Recommendations

- Increase amount set aside in contingencies incrementally until one to two months of general fund salaries and benefits are set aside to help maintain positive cash flow for the general fund. Revise contingency policy to reflect this change.

Alternatives

- Status quo with no changes to the contingency policy and continue setting aside contingencies based on current policy.
- Increase amount set aside for contingencies incrementally until three to five percent is achieved to help maintain positive cash flow for the general fund.
 - Revise contingency policy to reflect this change.

Examples of FY 2012-13 General Fund Cash Position

October 2012	(\$4,257,806)
December 2012	(\$420,316)
March 2013	(\$4,298,513)
April 2013	\$3,961,192



*ORDINANCES
AND
PUBLIC HEARINGS*

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: January 21, 2014
Re: Smoking Ordinance

Recommendation

Consider revisions to the County smoking ordinance

Background

Yuba County currently restricts smoking at all County buildings to be more than 20' from a door or operable window except for the Health & Human Services facility, where the perimeter is 50' from any door or operable window.

Discussion

This proposed revision makes all County buildings consistent at a 50' perimeter for smokers to stay away from a door or operable window.

It also significantly reduces a recurring problem of smoke being drawn into a buildings air intakes and being spread throughout the interior of the building. These intake locations are often near doors and windows.

Committee Action

The Public Facilities Committee has approved this being presented to the Board for consideration

Fiscal Impact

There is no fiscal impact to the General Fund to make this change.

Yuba County Administrative Services 749-7880

1/21/14: BUS AMENDED LANGUAGE TO OMIT TOBACCO /d2

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ORDINANCE NO. _____

**ORDINANCE REPEALING AND RENACTING CHAPTER 7.15.040 OF THE YUBA
COUNTY CODE OF ORDINANCES**

The following ordinances consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair of the Board of Supervisors
County of Yuba
State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

By: 
Angil Morris-Jones, County Counsel

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect thirty (30) days after its passage, and shall become operative and in full force on April 1, 2014. Before the expiration of thirty (30) days after its passage a summary shall be published with the names of members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

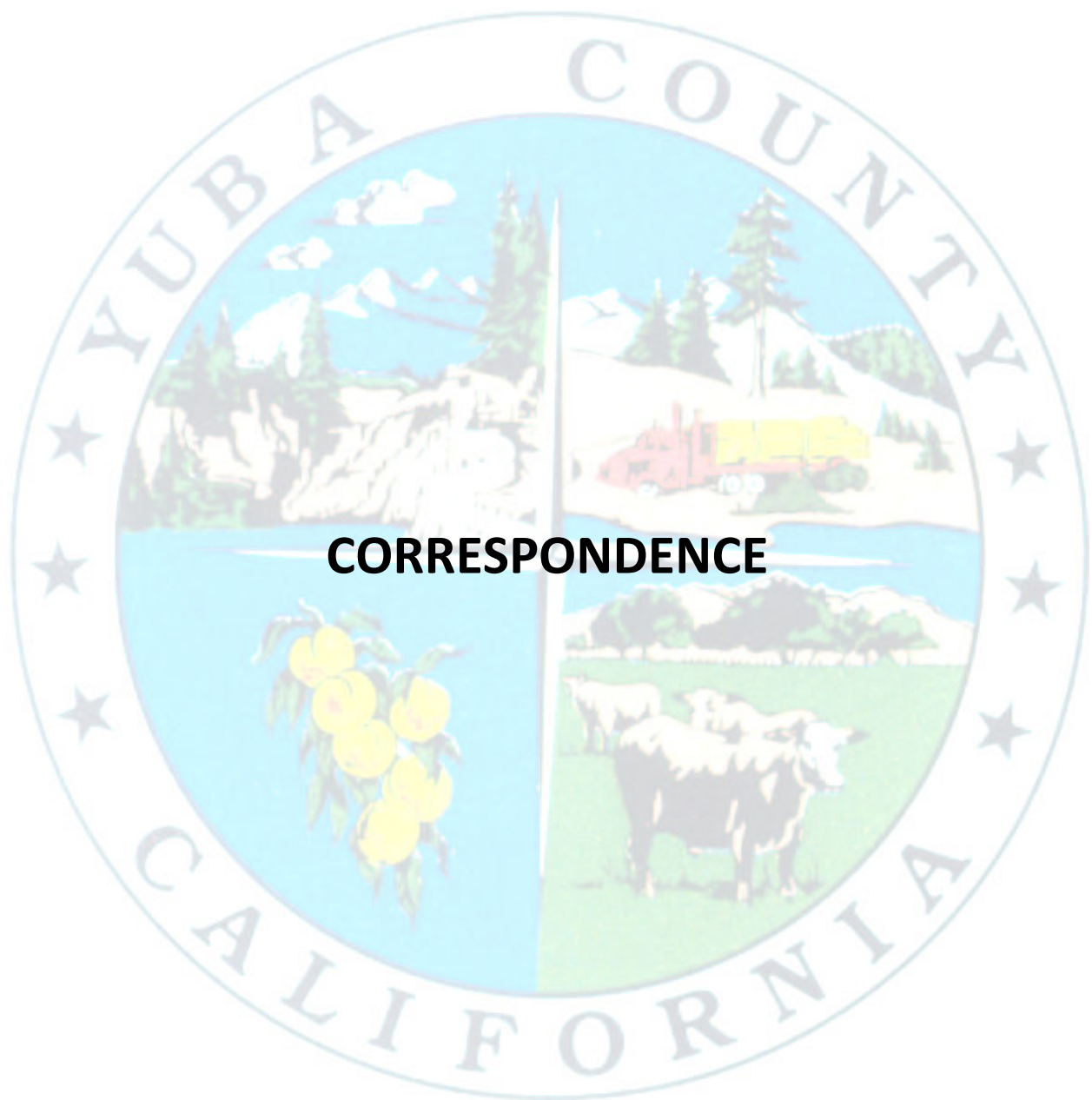
Section 2. Sections 7.15.040 of the Yuba County Code of Ordinances is hereby repealed and re-enacted to read as reflected below and by this reference is incorporated herein as set forth in full:

7.15.040 - Smoking prohibited.

Smoking is prohibited in all County-owned/leased buildings and all County-owned vehicles, as defined in this Chapter.

- (1) No public employee or member of the public shall smoke any product inside a County-owned/leased building, or in an outdoor area within 50 feet of the main exit, entrance or operable window of a County-owned/leased building.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional.





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Sutter-Yuba
Mosquito & Vector Control District

036-14

A

MANAGER

Michael R. Kimball

January 10, 2014

GENERAL FOREMAN

Stephen E. Abskier

ADMIN. MGR.

Cathy F. Burns

Yuba County Clerk
915 8th Street, Suite 109
Marysville, CA 95901

RECEIVED

JAN 13 2014

RE: Annual Statement of Facts

Clerk/Board of Supervisors

Legal Name of Public Agency:

Sutter-Yuba Mosquito & Vector Control District

Official Mailing Address: P.O. Box 726, Yuba City, CA 95992

Manager: Michael R. Kimball

Board of Trustees:

Term Expires

David Schmidl, Sutter Co.
4710 Pennington Rd., CA Live Oak, CA 95953

Dec 2015

John Sanbrook **Secretary** Sutter Co.
948 Woodridge Ct, Yuba City, CA 95993

Dec 2016

Justin Guzman City of Wheatland
510 Wolf Ct., Wheatland CA 95692

Dec 2014

John Dukes City of Yuba City
P.O. Box R, Yuba City, CA 95992

Dec 2014

Bill Harris **President** City of Marysville
1324 Olson Ct., Marysville, CA 95901

Dec 2015

Lakhvir S. Ghag City of Live Oak
2706 Ida St., Live Oak, CA 95953

Dec 2015

Erica Jeffrey, County of Yuba
4081 Dan Ave., Olivehurst, CA 95961

Dec 2016

*Post Office Box 726, 701 Bogue Road
Yuba City, California 95992
530/674-5456
Fax 530/674-5534*

BOS CORRESPONDENCE A

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Schedule of Proposed Action (SOPA)

01/01/2014 to 03/31/2014

Plumas National Forest

This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
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Projects Occurring in more than one Region (excluding Nationwide)

Sierra Nevada Forest Plan Amendment (SNFPA) EIS	- Land management planning	On Hold	N/A	N/A	Donald Yasuda 916-640-1168 dyasuda@fs.fed.us
	Description: Prepare a narrowly focused analysis to comply with two orders issued by the Eastern District Court of California on November 4, 2009. Correct the 2004 SNFPA Final SEIS to address range of alternatives and analytical consistency issues.				
	Web Link: http://www.fs.fed.us/r5/snfpa/2010seis				
RECEIVED JAN 13 2014 Clerk/Board of Supervisors	Location: UNIT - Eldorado National Forest All Units, Lassen National Forest All Units, Modoc National Forest All Units, Sequoia National Forest All Units, Tahoe National Forest All Units, Lake Tahoe Basin Mgt Unit, Carson Ranger District, Bridgeport Ranger District, Plumas National Forest All Units, Sierra National Forest All Units, Stanislaus National Forest All Units, Inyo National Forest All Units. STATE - California, Nevada. COUNTY - Alpine, Amador, Butte, Calaveras, El Dorado, Fresno, Inyo, Kern, Lassen, Madera, Mariposa, Modoc, Mono, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Tulare, Tuolumne, Yuba, Douglas, Esmeralda, Mineral. LEGAL - Along the Sierra Nevada Range, from the Oregon/California border south to Lake Isabella as well as lands in western Nevada. Sierra Nevada National Forests.				

R5 - Pacific Southwest Region, Occurring in more than one Forest (excluding Regionwide)

Mammoth Base Area Land Exchange EA	- Land ownership management	Developing Proposal Est. Notice of Initiation 02/2014	Expected: 07/2015	09/2015	Sheila Irons 760-924-5534 siron@fs.fed.us
	Description: Exchange of approximately 21 acres of National Forest System land, currently under special use authorization to Mammoth Mountain Ski Area, located near the Main Lodge north of Highway 203 for approximately 1,500 acres of land in California.				
	Web Link: http://www.fs.fed.us/hepa/hepa_project_exp.php?project=30428				
	Location: UNIT - Mammoth Ranger District, White Mountain Ranger District, Mount Whitney Ranger District, Mt. Hough Ranger District, Mi-Wok Ranger District. STATE - California. COUNTY - Inyo, Mono, Plumas, Tuolumne. LEGAL - Land to be exchanged is located in T.3S, R. 27E., Sec 30, MDM. Proposal includes the addition of non-federal parcels to the Inyo, Plumas, and Stanislaus National Forests in California. Main Lodge, Mammoth Mountain Ski Area.				

037-14

BOS CORRESPONDENCE B

01/01/2014 08:54 am MT

Page 1 of 18

Plumas National Forest

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)				R5 - Pacific Southwest Region	
California Department of Water Resources - new permit for existing water monitoring sites CE	- Special use management	On Hold	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
Description: Continued use and maintenance of 20 existing facilities and accessory structures needed to gather data on rainfall and snow depth forest wide, with dedicated winter use helispots. Current permit terminates 12/31/2010.					
Location: UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Butte, Plumas, Sierra. 20 locations Forest Wide.					

Plumas National Forest, Occurring in more than one District (excluding Forestwide)	R5 - Pacific Southwest Region				
PG&E Herbicide Vegetation Management Program EA	- Special use management	In Progress: Notice of Initiation 08/01/2012 Est. Comment Period Public Notice 12/2013	Expected: 04/2014	05/2014	Erika Brenzovich 530-283-7622 ebrenzovich@fs.fed.us
Description: PG&E proposes to use herbicides in the right of way of 14 transmission lines in order to reduce the risk of fire and maintain a high standard of reliability. Spraying vegetation along Caribou Road was removed from the analysis.					
Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=35104					
Location: UNIT - Mt. Hough Ranger District, Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas, Yuba. LEGAL - Not Applicable. Located on the Plumas National Forest within 14 different transmission power lines.					

Plumas National Forest Beckwourth Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region				
Beckwourth-Genesee Dam Project EA	- Special use management	In Progress: Comment Period Public Notice 07/11/2012 Est. Objection Period Legal Notice 04/2014	Expected: 05/2014	06/2014	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
Description: Remove a cabin, pond, solar panels, natural gas storage tank and septic system from National Forest System lands. A well would be capped and abandoned.					
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R14E, Sec29. Off of Beckwourth-Genesee Road (County Road 111).					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
Barry Creek A CE	- Fuels management	On Hold	N/A	N/A	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
	Description: Fuels reduction treatments on private land using Steven's Funds.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down Whitehawk Ranch.				
Barry Creek B CE	- Fuels management	On Hold	N/A	N/A	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
	Description: Fuels reduction treatments on private land using Steven's Funds				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch.				
Barry Creek C CE	- Fuels management	On Hold	N/A	N/A	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
	Description: Fuels reduction treatments on private land using Steven's Funds				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch.				
Beckwourth-Crocker Multi-Purpose Trails Project EA	- Recreation management	In Progress: Comment Period Public Notice 07/26/2013 Est. Objection Period Legal Notice 05/2014	Expected:06/2014	07/2014	Lisa Sedlacek 530-836-7126 lsedlacek@fs.fed.us
	Description: Develop a multi-purpose (hiking, biking, OHVs, equestrian) trail connecting the Crocker Campground with Red Clover Valley. Establish a staging area at the intersection of Forest Highway 177 and Forest Road 24N23.				
	Web Link: http://www.fs.fed.us/hepa/hepa_project_exp.php?project=41454				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 23 and 24N, R14E, Sections 33, 28, 29, 20, 21, 16, 17. Crocker Campground to road 29N49Y, connecting to quarry road 24N64X to the BG intersection, Crocker Mountain #33.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Discovery Placer Exploration Project CE	Beckwourth Ranger District (excluding Projects occurring in more than one District) - Minerals and Geology Description: Claimant proposes to sample the sub-surface material along the remnant stream terrace of Eureka Creek to assess mineral content. Up to 20 test trenches would be excavated with a backhoe. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R11E, NE 1/4 of Section 1, MDBM. The Discovery claim is located along NFS Road 23N37 at Eureka Creek, north of Johnsville, CA.	In Progress: 215 Comment Period Legal Notice 01/09/2013	Expected: 04/2014	06/2014	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
Frenchman Village Road Permit CE	- Special area management Description: The maintenance and use of a road 18' in length and containing approximately .03 acres.	Completed	Actual: 08/28/2013	01/2014	Lisa Sedlacek 530-836-7126 lsedlacek@fs.fed.us
Frontier Communication Special use Permit Renewal CE	- Land ownership management Description: Frontier Communication is the holder of a communication lease between the U. S. Forest Service (lessor) and Citizens Rural Co., (lessee) Inc. Black Mountain Authorization ID # BRD0013 Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=42915 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Frenchman Village Tract T24N, R16E Section 5 MDM and, this permit covers a right-a-way .003 miles in length, 66 feet in width, containing approximately .03 acres. Frenchman Village Tract subdivision.	Completed	Actual: 12/24/2013	01/2014	Lisa Sedlacek 530-836-7126 lsedlacek@fs.fed.us
Gold Lake Boat Launching Facility CE	- Facility management Description: Improve recreation facilities, providing 63 boat parking stalls and three accessible parking stalls for visitors. This project is in partnership with the Department of Boating and Waterways. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=38023 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T 22 N, R 12 E, Section 16. Lakes Basin Recreation Area, Gold Lake Boat Launching Facility.	Completed	Actual: 12/19/2013	04/2014	Lisa Sedlacek 530-836-7126 lsedlacek@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Hayden Project EA	Beckwourth Ranger District (excluding Projects occurring in more than one District) - Forest products - Fuels management	In Progress: Notice of Initiation 02/13/2013 Est. Comment Period Public Notice 02/2014	Expected: 05/2014	07/2014	R5 - Pacific Southwest Region Kyla Sabo 530-836-7157 kylasabo@fs.fed.us
	Description: Reduce fuel loading within the Wildland Urban Interface surrounding the communities of Portola, Delleker, Mable and Lake David Highlands while promoting a healthy, diverse, fire-resilient forest structure and improve watershed health. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=40385				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Not Applicable. North of the communities of Delleker, Mable, Portola and Lake Davis Highlands.				
Lakes Basin Forest Health Project EIS	- Recreation management - Forest products - Vegetation management (other than forest products) - Fuels management	Developing Proposal Est. NOI in Federal Register 03/2014	Expected: 06/2015	05/2016	Kyla Sabo 530-836-7157 kylasabo@fs.fed.us
	Description: Improve forest health and reduce hazards around recreation sites. Activities include mechanical thinning, grapple piling, mastication, hand thinning and underburning. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=40964				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas, Sierra. LEGAL - Not Applicable. Lakes Basin recreation area.				
Last Chance Creek Phase II Restoration Project EIS	- Watershed management	Developing Proposal Est. NOI in Federal Register 01/2014	Expected: 09/2014	06/2015	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
	Description: Restore the hydrologic function of approximately 7.8 miles of Last Chance Creek and 402 acres of degraded meadow system.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The project area is in Sections 9, 10, 11, 14, and 15 of T26N, R13E and Sections 15, 16, and 17 of T26N, R14E. Last Chance HUC 5 watershed.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Layman Association Water Tank Replacement and re-issuance of a Special Use Permit. CE	- Special use management	In Progress: Scoping Start 04/03/2013 Est. 215 Comment Period Legal Notice 01/2014	Expected:04/2014	05/2014	Kyla Sabo 530-836-7157 kylasabo@fs.fed.us
	Description: Layman Association of cabin owners plan to replace a water tank that was damaged during the winter of 2012/2013. The work will include the removal of the old tank. The new tank will be re-connected to the existing pipes.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Section 30, T23N, R12E. Located within Management Area 34; Mohawk Section 30, T23N, R 12E. The tank is located just off FR 23N04 on the original Cub Valley Roadbed.				
McKesick Peak and Ferris Fields Allotments Project EA	- Grazing management	In Progress: Notice of Initiation 04/17/2013 Est. Comment Period Public Notice 01/2014	Expected:04/2014	05/2014	Kyla Sabo 530-836-7157 kylasabo@fs.fed.us
	Description: The purpose of this project is to re-authorize continued livestock grazing consistent with Federal laws and regulations in a manner that maintains or improves project area resource conditions.				
	Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=41939				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Lassen, Plumas. LEGAL - The McKesick Peak Allotment is located in T26N, R14E, Sections 13, 14, 22-24, T26N, R15E, Sections 17-23, 26-29, 33-35. The Ferris Fields Allotment is located in T26N, R15E, portions of sections 30-33. North of Frenchman Lake.				
Mills Peak Trailhead Toilet CE	- Recreation management	Cancelled	N/A	N/A	Pandora Valle 530-836-7123 pvalle@fs.fed.us
	Description: Installation of an SST toilet building near Mills Peak Lookout				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas, Sierra. LEGAL - T21, R12, Section 10 - below the Mills Peak Lookout. Mills Peak Lookout.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Mohawk Placer CE	- Minerals and Geology	In Progress: 215 Comment Period Legal Notice 09/11/2013	Expected: 01/2014	06/2014	Donna Duncan 530-283-7650 ledlund@fs.fed.us
	Description: Proposal to use a rubber tracked excavator to dig 4 test trenches. Trenches would be 24' long x 2' wide x 2' deep. Material that is excavated would be scanned with a metal detector to recover mineral material. Trenches will be reclaimed.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N, R12E, SE 1/4 of Section 11, MDBM. Access is off Gold Lake Highway to the 721 Road to Church Creek Road.				
Perry Jones #5 Abandoned Mine Closure CE	- Minerals and Geology	Completed	Actual: 09/20/2013	10/2013	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
	Description: Closure of abandoned mine adit using a bat gate. Closure of mine adit will provide for public safety in the community of Clio and neighboring communities.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R13E, NE 1/4 of Section 32. County Road A-15 to NFS Road 22N13, near the community of Clio.				
Ramelli and Hall Allotments EA	- Grazing management	Developing Proposal Est. Notice of Initiation 02/2014	Expected: 12/2014	01/2015	Scott Lusk 530-836-7165 salusk@fs.fed.us
	Description: Ramelli and Hall Range Allotments Analysis				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Lassen, Plumas. LEGAL - portions of sections 25-31, 1-11, 16-34. Beckwourth Ranger District.				
Ramelli and Hall EA	- Grazing management	Cancelled	N/A	N/A	Scott Lusk 530-836-7165 salusk@fs.fed.us
	Description: Ramelli and Hall Allotments				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Portions of section in T24N R15E and T24N R16E. Ramelli and Hall Allotments.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region			
Smith Peak/Lake Davis Motorized and Non-Motorized Trail Planning EA	- Recreation management Description: Development of a winter and summer Recreation Management Plan for motorized and non-motorized recreation in the Jackson Creek, Smith Peak and Lake Davis Area. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Westernmost T23N, R11E, Sec.22 Easternmost T23N, R 13E, Section 26. Jackson Creek, Smith Peak and Lake Davis Recreation Area.	In Progress: Scoping Start 01/26/2012 Est. 215 Comment Period Legal Notice 02/2015	Expected:03/2015	02/2017	Debra Fryberger-Eby 928-535-7300 dfrybergereby@fs.fed.us
Sulphur and Barry Creek Restoration Project EA	- Forest products - Vegetation management (other than forest products) - Watershed management Description: Project consist of restoring approximately 0.5 mile of Sulphur Creek (0.28 mile) and Barry Creek (0.24 mile). Project may also include a Timber Sale component for the removal of encroaching conifers on cottonwood stands within the project area. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N, R13E, Sections 4 & 5. Lake Davis - Long Valley Hydrologic Unit Code (HUC) 5 Watershed.	On Hold	N/A	N/A	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region			
7N7 Mining Plan of Operations CE	- Minerals and Geology Description: Use of backhoe/frontloader to dig sample holes up to 10 ft deep. Total of 25 cy or less. Material to be sluiced in Nelson creek. Occupancy on claim in campers, with toilets/porta-potties. Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R11E, Sec30. West branch of Nelson Creek, Approx 6 miles west of Johnsville, CA.	On Hold	N/A	N/A	Donna Duncan 530-532-7461 dmduncan@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest California Department of Water Resources - Amend permit to install a streamgauge at 2nd location CE	Feather River Ranger District (excluding Projects occurring in more than one District) - Special use management On Hold Description: CA DWR proposes to install a streamgauge station at the PG&E Miocene Dam near Magalia.		N/A	N/A	R5 - Pacific Southwest Region Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
Geraldine Mining Plan of Operations EA	UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SE 1/4 of SW 1/4 of Section 30, T23N, R4E. Miocene Dam near Magalia, California. - Minerals and Geology In Progress: Notice of Initiation 04/18/2012 Est. Comment Period Public Notice 01/2014 Description: Exploratory work in existing mine adit. Travel on non-system road and staging area near adit.		Expected:05/2014	06/2014	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
HDH/Millet Mining Plan Of Operations EA	UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T19N, R6E, Sec 3, 10. Near Old Forbestown. - Minerals and Geology In Progress: Notice of Initiation 08/17/2011 Est. Comment Period Public Notice 01/2014 Description: Placer mining. Panning, sluicing, dredging. Use of non-system road.		Expected:05/2014	06/2014	Donna Duncan 760-379-5646 dmduncan@fs.fed.us
Last Chance Mining Plan of Operations EA	UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T20N, R9E, Sec 10, 15, 16. Feather River Ranger District, Plumas national Forest, along Canyon Creek. - Minerals and Geology In Progress: Notice of Initiation 08/17/2011 Est. Comment Period Public Notice 01/2014 Description: Placer mining along Slate Creek. Dredging, panning and sluicing. Use of non-system road and gated access.		Expected:05/2014	06/2014	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas, Sierra. LEGAL - T21N, R9E, Sec 11. Feather River Ranger District, slate creek.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Pendola Silviculture Project CE	<ul style="list-style-type: none"> - Wildlife, Fish, Rare plants - Vegetation management (other than forest products) - Fuels management <p>Description: The Feather River Ranger District (PNF) is proposing to treat a minimum of 160 acres of plantation ground within the Pendola boundary. Treatments will include: mastication, hand cutting and piling, pile burning, under burning, reforestation and release</p> <p>Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T18N R7E S2, 11, 12, 14, 15, and 26. Located near Bullards Reservoir and adjacent to the Challenge community.</p>	On Hold	N/A	N/A	Errol Solomon 530-532-7413 esolomon@fs.fed.us
Provost, Rod - renew permit for existing access road. CE	<ul style="list-style-type: none"> - Special use management <p>Description: Continued use and maintenance of an existing access road, approximately 150' on National Forest System lands, to private property.</p> <p>Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=34303</p> <p>Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Section 34. Near Little Grass Valley Reservoir, north of La Porte, California.</p>	On Hold	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
Sugarloaf Hazardous Fuels Reduction EIS	<ul style="list-style-type: none"> - Special area management - Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management <p>Description: Reduce hazardous fuels around the communities of La Porte and American House and reintroduce fire to the landscape.</p> <p>Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=36549</p> <p>Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T22N, R10E, S19, 20, 29-32, T22N, R9E, S24, 25, 35, 36. T21N, R10E, S5-8, T21N, R9E, S1-3, 5-12, 14-22, 27-32, T21N, R8E, S24-26, 35, 36, T20N, R8E, S1, 2, 22, 27, 28, 33, 34. Adjacent to the communities of American House and La Porte within the southeast portion of the Feather River Ranger District.</p>	<p>In Progress: NOI in Federal Register 07/15/2012 Est. DEIS NOA in Federal Register 03/2014</p>	Expected: 03/2014	07/2014	Carol Spinos 530-534-6500 cspinos@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Taber Mine Plan of Operations EA	- Minerals and Geology	In Progress: Notice of Initiation 10/10/2012 Est. Comment Period Public Notice 02/2014	Expected:06/2014	06/2014	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	R5 - Pacific Southwest Region				
	Description: Continued Maintenance and clearing of the existing adit. Repair and maintenance of the access road. Use of backhoe to transport material from the adit to the wash plant. Use and maintenance of the settling pond. Use of the historic cabin.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T22N, R9E, Sec 30. Just off the La Porte road, about 7 miles NE of La Porte, CA.				
Union Hill Hazardous Fuels and Ecological Restoration Project EA	- Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management	Developing Proposal Est. Notice of Initiation 02/2014	Expected:04/2014	07/2014	Carol Spinos 530-534-6500 cspinos@fs.fed.us
	Description: Modify hazardous fuels conditions to protect local communities. Overcrowded forests pose an increased risk to watersheds and forest resources. Implement restoration activities to improve watershed conditions, enhance wildlife/aquatic habitat, meadows				
	Web Link: http://www.fs.fed.us/hepa/hepa_project_exp.php?project=41053				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T19N,R8E, S2; T20N, R8E, S22, 25, 26, 27, 35; T20N, R9E, S6, 7, 8, 16, 17, 18, 19, 20, 21, 30; T21N, R9E, S31. West and south of the community of LaPorte, California.				
Plumas National Forest Mt. Hough Ranger District Shenandoah Abandoned Mine Closure CE	- Minerals and Geology	In Progress: Scoping Start 06/01/2011	Expected:03/2014	06/2014	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
	R5 - Pacific Southwest Region				
	Description: Closure of 3 mine adits at the Shenandoah Mine. Mine closure will provide for public safety. Bat gates and culverts will be installed as needed.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, NE 1/4 of Section 28. Shenandoah Mine is located within the Bucks Lake Wilderness above the town of Rich Bar.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				
Bila PGE Telephone Pole Replacement Project CE	- Special use management	In Progress: 215 Comment Period Legal Notice 08/21/2013	Expected:01/2014	02/2014	Dani Swantic 530-283-7525 dswantic@fs.fed.us
	Description: PGE proposes to remove and replace 25 power poles an guy wires as necessary along this corridor. New poles will be set 5 feet from old pole. Poles will be set with the use of helicopter. Minimal ground disturbance is expected.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, section 3 and T26N, R9E, sections 34 and 35. Project is located along highway 89 between highway 70 and Crescent Mills.				
Bud Lee Placer Mineral Exploration Project CE	- Minerals and Geology	Developing Proposal Est. Scoping Start 12/2013	Expected:04/2014	05/2014	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
NEW LISTING	Description: The proposal includes excavation of two test trenches to sample the material for mineral potential. Excavated material would be processed through a grizzly and trommel. Water for processing would be pumped from Mill Creek.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, Section 27. The project is located approximately 25 miles from Quincy, California and southwest of the community of Rich Bar.				
Caribou #2 Pole Replacement CE	- Special use management	Developing Proposal Est. Scoping Start 12/2013	Expected:02/2014	02/2014	Dani Swantic 530-283-7525 dswantic@fs.fed.us
NEW LISTING	Description: PGE proposes to replace 2 transmission/power line poles nea Snake lake and Keddle along highway 89 and 70.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Southwest quarter of T25N, R9E, sections 26 and Northwest quarter of T25N, R9E,section 32. Project is located west of highway 89 and 70 and est of Snake Lake and South of Keddle along highway 89 and 70.				
El Rico Mina Placer Mining Project EA	- Minerals and Geology	In Progress: Notice of Initiation 12/05/2012 Est. Comment Period Public Notice 12/2013	Expected:04/2014	05/2014	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
	Description: Proposal to conduct placer mining operations along the edge of the road utilizing a backhoe and bulldozer. Proposal also includes sampling within the road bed itself, utilizing an auger to remove sample material.				
	Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=40996				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R9E, Section 4, MDBM. The project area is located along an unnamed ephemeral channel, west of Greenville area. Access is along NFS Road 26N81, also known as North Canyon Road.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region			
Gold Mill Placer CE	- Minerals and Geology	In Progress: 215 Comment Period Legal Notice 11/06/2013	Expected:01/2014	05/2014	Donna Duncan 530-283-7650 ledlund@fs.fed.us
	Description: Proposal is to use a backhoe to dig 5 test pits and excavate material for processing through a highbanker. Water will be pumped from Mill Creek and discharged back to pit. Approx .25 miles of a non-system spur/access road may be opened and repaired.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, Section 22, MDBM. The claim is located along Mill Creek, off of NFS Road 25N20, near the town of Virgilia.				
Golden Eddie Placer CE	- Minerals and Geology	In Progress: 215 Comment Period Legal Notice 09/11/2013	Expected:01/2014	05/2014	Donna Duncan 530-283-7650 dmduncan@fs.fed.us
	Description: Mining operation consisting of hand shoveling and panning work. Operation also includes use of a sluice box in the creek and a drywasher 60 feet from the creek. The plan would authorize 4 month occupancy at the site in a self contained motor home.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R12E, Section 21, MDBM. Project is located along Indian Creek along NFS Road 29N43 (Antelope Lake Road). Nearest town is Taylorsville, CA.				
Grays Flat Quincy-Caribou PGE Pole Replacement CE	- Special use management	In Progress: 215 Comment Period Legal Notice 08/14/2013	Expected:01/2014	02/2014	Dani Swantic 530-283-2050 dswantic@fs.fed.us
	Description: PGE is proposing replacing 16 wood utility poles in two areas on NFS Lands. These two areas are along the Grays Flat-Quincy Caribou #2 Line.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, section 14, 15, 16, 21, 22, and 23. The proposed treatment area is the power line between Grays Flat and Quincy Caribou #2 Line.				
Greenhorn Creek Guest Ranch Outfitting and Guiding Permit reissue CE	- Recreation management	In Progress: Scoping Start 12/26/2012 Est. 215 Comment Period Legal Notice 02/2014	Expected:03/2014	04/2014	Erika Brenzovich 530-283-7620 ebrenzovich@fs.fed.us
	Description: Reissue a 10 year O&G Permit for horseback rides and an assigned campsite on Nat Forest Sys land. This is the same operation as the past 10 years, with approximately 39 miles of trail and the majority of the rides with 8 miles of the Ranch				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24 R10,R11 T23R10 R11 T24 R12. Mt. Hough Ranger District and Little Summit Lake on Beckwourth Ranger District.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Grizzly Forebay and North Fork River PG&E Pole Replacement Project	- Special use management	In Progress: 215 Comment Period Legal Notice 08/28/2013	Expected: 01/2014	02/2014	Dani Swantic 530-283-2050 dswantic@fs.fed.us
CE	Description: PGE is planning on replacing two wood poles within the Grizzly Forebay and North Fork River. Ground disturbance will be in the form of digging two new holes approximately 5 feet from old hole. No other disturbance is expected.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R6E, section 34 and T26N, R6E, and section 35. Poles are adjacent to Grizzly Forebay and Highway 70 and the North Fork Feather River.				
Herby's Quarry Mineral Materials Permit	- Minerals and Geology	Developing Proposal Est. Scoping Start 12/2013	Expected: 03/2014	05/2014	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
CE	Description: The Forest Service proposes to issue a mineral material contract for extraction of landscape rock. Rock would be taken from the existing quarry.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R12E, Section 4. The project is located east of Greenville, California and southwest of Antelope Lake.				
Kris 8 & 9 Lode Exploration	- Minerals and Geology	Completed	Actual: 10/29/2013	03/2014	Donna Duncan 530-283-7650 ledlund@fs.fed.us
CE	Description: Proposal for exploratory drilling in 4 sites along an old road. Five to six holes will be drilled to a depth of 500'. A 10'x10'x 4' sump will be dug at each site to catch cuttings and recycle drill fluids. Water will be pumped from adjacent pond.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R8E, SE 1/4 of Section 35, MDBM. Project is along NFS Road 27N92, in the old Clear Creek Mine pit. The closest town is Canyon Dam, CA.				
Mt. Hough Range Allotment Project	- Grazing management	Developing Proposal Est. Notice of Initiation 06/2014	Expected: 01/2015	06/2015	Katherine Carpenter 530-283-7619 kacarpenter@fs.fed.us
EA	Description: Mount Hough Range Allotments in and around Lone Rock Creek, Lights Creek, and Antelope Lake.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - portions of sections in T27N R12E. Mt Hough Ranger District.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Round Valley and Tollgate Aspen Stand Improvement Project CE *NEW LISTING*	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Wildlife, Fish, Rare plants - Vegetation management (other than forest products) - Watershed management Description: Remove competing conifers from within and immediately adjacent to 8 different aspen stands to maximize sun exposure on approximately 45 acres. Conifers up to 20 inches DBH would be cut and removed for firewood and/or piled and burned. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Not Applicable. Round Valley Reservoir and Rhinehart Meadow, section 16 of T26N, R9E; and sections 7, 16, 21, 22, and 27 of T25N, R10E, MDBM.	Completed	Actual: 12/05/2013	12/2013	Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us
Silver Lake Campground Toilet Replacement CE	- Recreation management - Facility management Description: The vault toilet in the lower area of Silver Lake Campground will be replaced with a new "sweet smelling" vault toilet. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Township 24N, Range 8E, Section 7. Silver Lake Campground, approximately 6 miles from Mead.	Cancelled	N/A	N/A	Erika Brenzovich 530-283-7620 ebrenzovich@fs.fed.us
Spanish Gold #4 Mineral Exploration Project CE *NEW LISTING*	- Minerals and Geology Description: Excavation of 15-18 test trenches to evaluate the sub-surface material for mineral potential. Material would be processed through a trommel using water pumped from Spanish Creek. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, NE ¼ of Section 13 and the SE ¼ of Section 12. The project is located along Spanish Creek between Meadow Valley and Quincy, California.	In Progress: 215 Comment Period Legal Notice 11/27/2013	Expected: 02/2014	02/2014	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
Storrie Fire / Chips Fire Fuels Reduction and Forest Restoration Project CE	- Fuels management Description: Hand thinning treatments would treat 737 acres and mastication would treat 15 acres that burned at low severity in the 2000 Storrie Fire and the 2012 Chips Fire and where small conifer tree stocking remains high. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. About 4 miles north of Belden, CA.	Cancelled	N/A	N/A	David Kinader 530-283-7676 djkinaeder@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Storrie Fire / Chips Fire Reforestation Project CE	- Vegetation management (other than forest products)	In Progress: 215 Comment Period Legal Notice 11/13/2013	Expected: 12/2013	03/2014	R5 - Pacific Southwest Region David Kinader 530-283-7676 djkinder@fs.fed.us
	Description: This project proposes reforestation on 168 acres that burned in both the 2000 Storrie Fire and the 2012 Chips Fire. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=41577				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Not Applicable. About 4 miles north west of Belden, CA.				
Storrie and Rich Fire Areas Invasive Plant Treatment Project EA	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products)	In Progress: Notice of Initiation 03/09/2012 Est. Comment Period Public Notice 01/2014	Expected: 07/2014	07/2014	Chris Christofferson 530-283-7652 cchristofferson@fs.fed.us
	Description: Treat up to 200 acres annually of priority invasive plant infestations using a combination of manual, mechanical, cultural, and chemical methods on NFS lands in watersheds affected by the Storrie and Rich Fires. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=38602				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R5E; T23N R6E; T24N R5E; T24N R6E; T24N R7E; T25N R6E; T25N R7E; T25N R8E; T26N R6E; T26N R7E; T26N R8E. Watersheds affected by the Storrie and Rich fires; nearest town is Belden.				
Sunset Consolidated (China Bar) Placer Mining EA	- Minerals and Geology	In Progress: Notice of Initiation 07/26/2012 Est. Comment Period Public Notice 12/2013	Expected: 05/2014	06/2014	Donna Duncan 530-283-7650 ledlund@fs.fed.us
	Description: Use of an excavator to remove material from a terraced area approximately 200 feet upslope of the river. A conveyor, wash plant and sluice box will be used for processing. Water will be pumped from an existing settling pond.				
	Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=40117				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Section 19. North Fork of the Feather River, Seneca, CA.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Twain Highway 70 PGE Pole Replacement CE	<p>- Special use management</p> <p>Description: PGE proposes to replace one distribution pole in the town of Twain, CA. Work will consist of excavation the hole for the new pole, setting the pole, transferring the overhead lines using a bucket truck or by climbing the pole.</p> <p>Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, section 21. Project is located approximately one mile from the town of Twain, CA.</p>	<p>In Progress: 215 Comment Period Legal Notice 08/21/2013</p>	<p>Expected: 01/2014</p>	<p>02/2014</p>	<p>R5 - Pacific Southwest Region</p> <p>Dani Swantic 530-283-2050 dswantic@fs.fed.us</p>
Whitlock Ravine Staging Area Development EA	<p>- Recreation management</p> <p>Description: Create gravel parking and install barriers for an Off Highway Vehicle and Snowmobile Staging Area.</p> <p>Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R8E Section 12. Whitlock Ravine off County Road 435.</p>	<p>In Progress: Scoping Start 05/30/2012 Est. 215 Comment Period Legal Notice 02/2014</p>	<p>Expected: 05/2014</p>	<p>08/2014</p>	<p>Jim Evans 530-283-7625 jimevans@fs.fed.us</p>
Wolf Creek Fuels Reduction and Hazard Tree Removal Project CE	<p>- Forest products - Fuels management - Road management</p> <p>Description: This project encompasses approximately 70 acres of fuels treatment and hazard tree removal along National Forest System (NFS) road 27N80. The proposes to treat standing fuels and hazard trees within 100 feet of the road prism.</p> <p>Web Link: http://www.fs.fed.us/hepa/hepa_project_exp.php?project=39794</p> <p>Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R8E, Section 26; T27N, R9E, Section 31; and T26N, R9E, Section 6. The project is located along NFS road 27N80 approximately 3-5 miles southeast of Canyon Dam, California.</p>	<p>Cancelled</p>	<p>N/A</p>	<p>N/A</p>	<p>Curtis Yocum 530-283-7667 curtisyocum@fs.fed.us</p>

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
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This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.

Commissioners
Michael Sutton, President
Monterey

Richard Rogers, Vice President
Santa Barbara

Jim Kellogg, Member
Discovery Bay

Jack Baylis, Member
Los Angeles

Jacque Hostler-Carmesin, Member
McKinleyville

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
(916) 653-5040 Fax
www.fgc.ca.gov

RECEIVED

JAN 21 2014

Clerk/Board of Supervisors

January 15, 2014

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to subsections (c) and (e) of Section 27.80, Title 14, California Code of Regulations, relating to ocean salmon sport fishing, which will be published in the California Regulatory Notice Register on January 17, 2014.

This is the first of two notices relating to ocean salmon sport fishing and pertains to the ocean salmon sport fishing regulations for April 2014 and the ocean salmon possession limit. A separate notice pertaining to the remainder of the 2014 ocean salmon sport fishing regulations will also be published in the California Regulatory Notice Register on January 17, 2014.

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

Dr. Craig Shuman, Regional Manager of the Marine Region, at (805) 568-1246, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

A handwritten signature in cursive script that reads "Sherrie Fonbuena".

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 205, 220, 240, 316.5 and 2084 of the Fish and Game Code and to implement, interpret or make specific sections 200, 202, 205, 316.5 and 2084 of said Code, proposes to amend subsections (c) and (e) of Section 27.80, Title 14, California Code of Regulations, relating to April 2014 sport fishing regulations for ocean salmon and possession limit for ocean salmon.

Informative Digest/Policy Statement Overview

The Pacific Fishery Management Council (PFMC) coordinates west coast management of recreational and commercial ocean salmon fisheries in the federal fishery management zone (three to 200 miles offshore) along the coasts of Washington, Oregon and California. The annual PFMC ocean salmon regulation recommendations are subsequently implemented by the National Marine Fisheries Service (NMFS) effective on May 1 of each year.

California's recreational salmon fishing regulations need to conform to the federal regulations to achieve optimum yield in California under the Federal Salmon Fishery Management Plan. The Commission adopts regulations for the ocean salmon recreational fishery in State waters (zero to three miles offshore) which are consistent with these federal fishery management goals.

Present Regulations

Current regulations authorized ocean salmon recreational fishing seven days per week north of Horse Mountain including Humboldt Bay from May 1 to September 8, 2013. Between Horse Mountain and Point Arena, ocean salmon recreational fishing was authorized seven days per week from April 6 to November 10, 2013. Between Point Arena and Pigeon Point, ocean salmon recreational fishing was authorized seven days per week from April 6 to November 10, 2013, except during June 1 through July 9, 2013 when salmon fishing was closed on Mondays and Tuesdays. Areas south of Pigeon Point had an ocean salmon recreational fishing season seven days per week from April 6 to October 6, 2013, except during June 1 through July 9, 2013 when salmon fishing was closed on Mondays and Tuesdays. For all areas in 2013, the bag limit was two fish per day (all species except coho). Areas north of Point Arena had a minimum size limit of 20 inches total length. The area between Point Arena and Pigeon Point had a minimum size limit of 24 inches total length through July 31, 2013 and 20 inches total length thereafter. Areas south of Pigeon Point had a minimum size limit of 24 inches total length. Current regulations also provide that not more than one daily bag limit of recreationally taken ocean salmon may be possessed.

On May 1, 2013, NMFS implemented the 2013 federal ocean salmon regulations, which included the PFMC's recommendation to open the California ocean salmon recreational fishing season south of Horse Mountain on April 5, 2014. While federal waters south of Horse Mountain will open on April 5, 2014, State waters in this area will not open unless the Commission takes regulatory action to do so.

Proposed Regulations

Two separate Commission actions are necessary to conform the State regulations to federal rules that will apply in 2014. The current proposed regulation would amend subsection 27.80(c), establishing salmon fishing regulations for the month of April 2014, and add a new subsection

27.80(e), increasing the recreational salmon possession limit on land to two daily bag limits. In addition, recreational salmon fishing regulations for May 1 through the end of 2014 will be considered in a separate rulemaking action, tentatively scheduled for adoption in April 2014.

For public notice purposes to facilitate Commission discussion, the Department of Fish and Wildlife is proposing the following regulations to encompass the range of federal ocean salmon regulations that are expected to be in effect April 5 through April 30, 2014. This approach will allow the Commission to adopt State ocean salmon recreational fishing regulations to conform to those in effect in federal ocean waters.

- (1) North of Horse Mountain and in Humboldt Bay: The fishery shall remain closed in this area during April. The remainder of the 2014 season will be decided in April by the PFMC and Commission and the section will be amended pursuant to the regulatory process.
- (2) South of Horse Mountain: The season, if any, may open on a date within the range of April 5 through April 30, 2014. The proposed daily bag limit will be from zero to two fish, and the proposed minimum size will be from 20 to 26 inches total length. The exact opening dates, along with daily bag limit, minimum size, and days of the week open may be different for each subarea and will be determined by the Commission, considering federal regulations applicable to each subarea for April 2014.

In addition, the proposed regulation will provide an ocean salmon possession limit of up to two daily bag limits when on land. However, on a vessel in ocean waters, the boat limit for salmon shall be determined by the single daily bag limit and the number of anglers pursuant to subsection 27.60(c), Title 14, CCR. In the regulatory subsections for each subarea, reference to the general possession limit (Section 1.17) will be replaced with a reference to new subsection 27.80(e) which will specify the possession limit. The exact possession limits will be determined by the Commission, considering the federal regulations applicable to each subarea.

Other changes are proposed to clarify the existing regulations.

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

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. The legislature has delegated authority to the Commission to adopt sport fishing regulations in general (sections 200, 202 and 205, Fish and Game Code) and salmon sport fishing regulations specifically (Section 316.5, Fish and Game Code). The proposed regulations are consistent with regulations for sport fishing in marine protected areas (Section 632, Title 14, CCR) and with general sport fishing regulations in chapters 1 and 4 of subdivision 1 of Division 1, Title 14, CCR. Commission staff has searched the California Code of Regulations and has found no other State regulations related to the recreational take of salmon in the ocean.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Resources Building, First Floor Auditorium, 1416 Ninth Street, Sacramento, California, on Wednesday, February 5, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Justice Joseph Rattigan Building, 50 D Street, Room 410 A/B, Santa Rosa, California, on Wednesday, March 19, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard. Written comments may be submitted 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 March 14, 2014. All comments must be received no later than March 19, 2014, at the hearing in Santa Rosa, 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 Sonke Mastrup or Sherrie Fonbuena at the preceding address or phone number. **Dr. Craig Shuman, Regional Manager of the Marine Region, Department of Fish and Wildlife, phone (805) 568-1246, 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/Results of the Economic Impact Analysis

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

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Business, 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. Status quo fishing levels for April 2014 as compared the 2013 April ocean salmon sport fishing season are anticipated.

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

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

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

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

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

The Commission does not anticipate benefits to worker safety.

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

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

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

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

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

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

- (h) Effect on Housing Costs: None.

Effect on Small Business

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

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Dated: January 7, 2014

Sonke Mastrup
Executive Director