

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.

AUGUST 12, 2014

8:30 A.M. YUBA COUNTY WATER AGENCY

9:20 A.M. YUBA COUNTY HOUSING AUTHORITY

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.

I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Abe

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

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

A. Clerk of the Board of Supervisors

1. 317-14) Appoint Steve Hammarstrom to the Yuba County Economic Development Advisory Committee to serve at the pleasure of the Board.
2. (318-14) Approve meeting minutes of July 22, 2014.
3. (319-14) Appoint Robert Rogers to the Developmental Disabilities Area Board III for a term to expire June 26, 2016.
4. (320-14) Appoint James F. Purcell to Plumas Lake Specific Plan Design Review Committee for a term to end August 12, 2015.

B. Clerk-Recorder/Elections

1. (321-14) Adopt resolution establishing business hours for County Clerk/Recorder's office on Friday, August 22, 2014, 8:00 a.m. to 9:00 a.m. and Monday, August 25, 2014, 1:00 p.m. to 5:00 p.m. during the implementation of the Clerk/Recorder's automated system for maintaining official public records.

C. Community Development and Services

1. (322-14) Approve specification and estimate and authorization for advertisement of bids for the 2014 maintenance of various county roads double chip seal project with a tentative bid opening date of August 27, 2014.
2. (323-14) Approve specification and estimate and authorization for advertisement of bids for the 2014 maintenance of various county roads hot mix asphalt overlay project with a tentative bid opening date of August 27, 2014.

D. Emergency Services

1. (324-14) Adopt resolution authorizing Director of Emergency Services and Emergency Operations Manager to apply for Fiscal Year 2014 Emergency Management Performance Grant, further authorizing executing documents as required by application, pertinent documents related to the program and acceptance of grant funds.
2. (325-14) Adopt resolution authorizing the County Director of Emergency Services and Emergency Operations Manager to apply for Fiscal Year 2014 Homeland Security Grant and authorizing executing documents as required by application, resultant grant and/or any pertinent documents related to the program and acceptance of grant funds.
3. (326-14) Adopt resolution proclaiming the continued existence of ongoing local drought emergency in County.

E. Health and Human Services

1. (327-14) Approve agreement with GraceSource Inc. for Differential Response Services under the Child Abuse Prevention, Intervention and Treatment, Community Based Child Abuse Prevention, and County Children's Trust Fund programs. (Human Services Committee recommends approval)
2. (328-14) Approve third amendment to contract with Sierra Health Care for the Multipurpose Senior Services Program grant and authorize Chair to execute same.

F. Human Resources and Organizational Services

1. (329-14) Adopt resolution authorizing separation of assets in Nationwide deferred compensation plan between County and Yuba County Superior Court.
2. (330-14) Approve lactation accommodation policy. (Five minute estimate)

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

V. **COUNTY DEPARTMENTS**

A. Board of Supervisors

1. (331-14) Consider hosting the INS-DSH California Northern Regional Naturalization of New Citizens presentation for 2015 and take action as appropriate. (Ten minute estimate)
2. (332-14) Consider request from Sierra County regarding developing a plan to mitigate fire severity conditions and provide staff direction. (Ten minute estimate)
3. (333-14) Receive and approve response to Fiscal Year 2013-2014 Grand Jury Final Report and authorize Chair to execute. (Ten minute estimate)

B. County Administrator

1. (334-14) Adopt resolution pertaining to tax revenue exchange between the County, Plumas Brophy Fire Protection District, and Olivehurst Public Utility District (detachment of territory from Plumas Brophy Fire Protection District). (Ten minute estimate)
2. (335-14) Consider options for publications of legal notices and provide direction as appropriate. (Ten minute estimate)

- VI. **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. (308-14) Ordinance - Hold public hearing, waive reading, and adopt ordinance amending Chapter 3.40 of the Yuba County Ordinance Code as it relates to Public Employees' Retirement System to include Pre-Retirement Option 2W Death Benefit for local safety members. (Ten minute estimate). (Second reading. Continued from July 22, 2014) (Five minute estimate)
- VII. **CORRESPONDENCE: The Board may direct any item of informational correspondence to a department head for appropriate action.**
- A. (336-14) Notice from State of California Fish and Game Commission regarding petition received from Center for Biological Diversity to list the flat-tailed horned lizard as endangered.
- B. (337-14) Notice from HDR Inc. enclosing Draft Initial Study / Mitigated Negative Declaration prepared for Yuba County Water Agency on Log Cabin and Our House Diversion Dams Sediment Management Plan.
- C. (338-14) Notice from State of California Wildlife Conservation Board regarding acquisition of conservation easement APN 005-060-017, (American Basin Conservation Easement (High Ridge Ranch) Yuba County Project).
- D. (339-14) Three Letters from Yuba County Auditor enclosing Independent Audit of Financial Records for Browns Valley Cemetery District for year ending June 30, 2012 and 2013, and Camp Far West Irrigation District for year ending June 30, 2012; and Linda Fire Protection District for year ending June 30, 2013.
- E. (340-14) Letter from County Assessor regarding 2014-2015 Yuba County Assessment Roll Summary.
- F. (341-14) Notice from Federal Energy Commission regarding PG&E license for Narrows No. 2 Transmission Line project.
- G. (342-14) Letter from City of Marysville regarding consolidation election regarding sales tax and City Council Members for the General Election to be held November 4, 2014.
- H. (343-14) Notice from State of California Water Resources Control Board of petitions for temporary water transfer-exchange under Contra Costa Water District Permit.
- I. (344-14) Letter from American Lung Association in California regarding State of Tobacco Control Report.
- VIII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.
- IX. **CLOSED SESSION:**
- A. Pending litigation pursuant to Government Code §54956.9(e)(3) - One Claim/Henry
- B. Pending litigation pursuant to Government Code §54956.9(e)(3) - One Claim/Irwin
- C. Pending litigation pursuant to Government Code §54956.9(e)(3) - One Claim
- D. Pending litigation pursuant to Government Code §54956.9(e)(3) - Two Claims/Friend and Moore
- E. Personnel pursuant to Government Code §54957(b)(1) - Public Appointment - Health and Human Services Director
- F. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/YCEA Bargaining Unit 2 and County of Yuba
- G. Personnel pursuant to Government Code §54957(b)(1) - Public Employee Discipline/Dismissal/Release
- X. **RECESS TO 6:00 P.M.**

XI. COUNTY ADMINISTRATOR

- A. (345-14) Adopt resolution approving and authorizing execution of deposit/reimbursement agreement relative to issuance of special tax bonds for Improvement Area C of Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) and authorizing actions related to the bonds; and
 - ii. Adopt resolution reducing maximum special tax for single family residential property in Improvement Area C of Community Facilities District No. 2005-1, clarifying rate and method of apportionment of special tax and authorizing related actions necessary to implement. (Twenty minute estimate)

XII. ADJOURN

Human Services Committee - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

- A. (346-14) Consider agreement with Children's Home Society for Stage 1 Child Care Services for the CalWORKS program - Health and Human Services (Ten minute estimate)

Protective Inspection Committee - (Supervisors Vasquez and Abe - Alternate Supervisor Griego)

- A. (347-14) Consider ordinance adding Chapter 7.09 gray water systems use and regulation - Community Development and Services (Fifteen minute estimate)

5:00 P.M. Wheatland City/County Liaison Committee - CANCELLED
Wheatland City Hall
111 C Street
Wheatland, California

08/13/2014 - 5:00 P.M. Linda Liaison Committee
Peach Tree Restaurant Meeting Room
1080 North Beale Road
Marysville, California

- A. Neighborhood Watch Program
- B. Other reports
- C. Adjourn

2nd Fri - 11:00 A.M. Olivehurst Public Utility District/County Liaison Committee
OPUD Board Room
1970 9th Avenue
Olivehurst, California 95961

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.



CONSENT
AGENDA

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The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: Yuba County Economic Development Advisory Committee

Date: August 12, 2014

Recommendation

Appoint Steve Hammarstrom to the Yuba County Economic Development Advisory Committee to serve at the pleasure of the Board.

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 and is updated monthly. This committee may have up to 20 representatives from throughout the County and currently has 17 members. One application has been received from Mr. Hammarstrom and is attached for your review and consideration.

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

Fiscal Impact

None.

Committee Action

Brought directly to the Board for consideration.

/rf

attachment

The County of Yuba

Application for Board/Commission/Committee
Appointed by the Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

RECEIVED

JUL 11 2014

Clerk/Board of Supervisors

Economic Development Advisory Committee

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME: Steve Hammarstrom

MAILING ADDRESS: [REDACTED]

PHYSICAL ADDRESS: [REDACTED]

TELEPHONE: [REDACTED] HOME: [REDACTED]

OCCUPATION/PROFESSION: Healthcare Administration / Manage + operate Ridgecrest Health Medical Foundation
SUPERVISOR/ DISTRICT
NUMBER:

REASONS YOU WISH TO SERVE ON THIS BODY:	<u>I am desirous to bring business to the Yuba - Sutter region. We have much to offer and need to showcase this. I'm a lifer in the valley and it's</u>
QUALIFICATIONS:	<u>critical to me to see our area thrive.</u>
LIST PAST AND CURRENT PUBLIC POSITIONS HELD:	<u>Serve on multiple community boards, biz dev background, connections. Y-S healthcare council, homeless consortium, YCUSD Wellness committee, Boy Scouts of America, Sutter County Economic Ad. Committee, etc.</u>

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature]
SIGNATURE

7/7/14
DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

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



JULY 22, 2014 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger Abe, and Hal Stocker. Supervisor Mary Jane Griego was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Nicoletti presided.

A moment of silence was held in honor of the 4,500 American soldiers who have been lost in the current conflict.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Abe, Stocker – Supervisor Griego was absent
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve

MOVED: Hal Stocker

SECOND: Andy Vasquez

AYES: Hal Stocker, Andy Vasquez, John Nicoletti, Roger Abe

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

A. Administrative Services

1. (291-14) Adopt resolution authorizing submittal of application, acceptance of allocation of funds, and execution of grant agreement by County Administrator with California Department of Transportation for Airport Improvement Program matching grant. Adopted Resolution No. 2014-56, which is on file in Yuba County Resolution Book No. 45.
2. (292-14) Approve five year extension for Airport lease agreement with Coco Cola Bottling Company for lots 19 and 20, industrial park one, and authorize Chair to execute. Approved.

B. Clerk of the Board of Supervisors

1. (293-14) Reappoint Lea Bathelmes to the Strawberry Valley Cemetery District for a term to expire July 22, 2018. Approved.
2. (294-14) Reappoint Patricia Agles to the Wheatland Cemetery District for a term to expire July 22, 2018. Approved.
3. (295-14) Approve meeting minutes of July 8, 2014. Approved as written.

C. Community Development and Services

1. (296-14) Adopt resolution authorizing Public Works Director to enter into landscape maintenance agreements with State of California Department of Transportation and property owners required to install landscaping in street rights-of-way. (Land Use and Public Works Committee recommends approval) Adopted Resolution No. 2014-57, which is on file in Yuba County Resolution Book No. 45.

D. County Administrator

1. (297-14) Approve letter agreement with Yuba Superior Court for Grand Jury services for Fiscal Year 2014-2015 and authorize Chair to execute. Approved.

E. Emergency Services

1. (298-14) Adopt resolution proclaiming the existence of ongoing local drought emergency in the County of Yuba. Adopted Resolution No. 2014-58, which is on file in Yuba County Resolution Book No. 45.

F. Health and Human Services

1. (299-14) Approve the System Improvement Plan (SIP) for submission to the California Department of Social Services (Human Services Committee recommends approval) Approved.
2. (300-14) Adopt resolution authorizing Health and Human Services Department to enter into Agreement with State of California, for the Multipurpose Senior Services Program and authorize Chair to execute any and all documents as required and pertinent to program, and authorize the acceptance of funds. Adopted Resolution No. 2014-59, which is on file in Yuba County Resolution Book No. 45.

IV. CLOSED SESSION: County Counsel Angil Morris-Jones requested the Board allow Attorney David Garcia to speak on one personnel matter listed below of which the Board will receive in closed session:

E: Personnel pursuant to Government Code §54957 - Public Employee Discipline/Dismissal/Release - Two Matters

Attorney David Garcia urged the Board to uphold the decision of the hearing officer.

County Counsel Angil Morris-Jones advised the Board the Sheriff has provided the Board written comments for consideration, and further advised the proposed written decision and recommendation of the Hearing Officer would be received prior to the Board taking action on August 12, 2014

V. SPECIAL PRESENTATION

- A. (301-14) Present proclamation proclaiming August 11, 2014 National Call Before You Dig Day. (Ten minute estimate) Chairman Nicoletti presented proclamation to Pacific Gas and Electric Company Governmental Relations Representative Joe Wilson. Mr. Wilson commended the Board and advised the 811 call is free and should be used prior to digging.

VI. PUBLIC COMMUNICATIONS:

Mr. Rock West, Linda, urged the Board to reconsider decision to deny claim for damages.

Agricultural Commissioner Louie Mendoza presented a brief recap of the 2013 Crop report for Yuba County and responded to Board inquiries.

VII. COUNTY DEPARTMENTS

A. Administrative Services

1. (302-14) Approve Memorandum of Understanding with Yuba County Water Agency relating to construction of Sheriff radio tower and supporting infrastructure and authorize Chair to execute. (Ten minute estimate) Director Doug McCoy recapped memorandum of understanding between the County and the Water Agency and responded to Board inquiries.

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

2. (303-14) Approve amendment to agreement with INDIGO/ Hammond & Playle Architects, for design and incorporation of a communication room for Yuba County Water Agency in the new Sheriff's facility and authorize Chair to execute same. (Ten minute estimate) Director Doug McCoy provided a brief recap.

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

B. Community Development and Services

1. (304-14) Adopt resolution confirming report of delinquent solid waste collection charges and order of assessment on property tax roll related to Recology Yuba Sutter. (Ten minute estimate) Environmental Health Director Tej Maan recapped the hearing and responded to Board inquiries.

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

Adopted Resolution No. 2014-60, which is on file in Yuba County Resolution Book No. 45.

C. Health and Human Services

1. (305-14) Approve agreement with California Department of Public Health, California Epidemiologic Investigation Services and authorize Chair to execute same. (Ten minute estimate) Interim Health Officer Dr. Michael Kinnison recapped agreement and responded to Board inquiries.

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

2. (306-14) Approve County Employee Wellness Program and authorize funding program in the amount \$50,000. (Ten minute estimate) Interim Health Officer Dr. Michael Kinnison recapped program and request, and responded to Board inquiries. County Administrator recapped anticipated long term health benefits to employees.

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

D. Sutter-Yuba Mental Health

1. (307-14) Adopt resolution dissolving the Mental Health and Substance Abuse Advisory Boards and forming a newly combined board named Sutter-Yuba Behavioral Health Advisory Board with integrated selected duties and approving Board Bylaws. (Ten minute estimate) Assistant Director of Human Services Tony Hobson Ph.D., provided a brief recap and responded to Board inquiries.

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

Adopted Resolution No. 2014-61, which is on file in Yuba County Resolution Book No. 45.

E. Human Resources and Organizational Services

1. (315-14) Approve Master Labor Agreement with Yuba County Employees' Association, authorize Chair to execute same, and approve amendment to classification system-basic salary/hourly schedule regarding differential pay adjustment for Cook classification assigned to Sheriff's Department. (Fifteen minute estimate) Director Martha Wilson advised agreement was reached with four of the five units, with the exclusion of Bargaining Unit 2, and further advised agreement could be adopted with the following amendments to the agreement striking references to Unit 2 as follows:
 - Article 10 on page 18 equity adjustments
 - Article 13 on page 29 reference to cook differential
 - Article 14 on pages 30 and 30 increase in uniform and boot allowance

Ms. Wilson responded to Board inquiries.

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

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

- A. (308-14) Ordinance - Hold public hearing, waive reading, and introduce ordinance amending Chapter 3.40 of the Yuba County Ordinance Code as it relates to Public Employees' Retirement System to include Pre-Retirement Option 2W Death Benefit for local safety members. (Ten minute estimate) Director Martha Wilson provided a brief recap and responded to Board inquiries.

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

MOTION: Move to close the public hearing, waive reading and introduce ordinance
MOVED: Roger Abe SECOND: Hal Stocker
AYES: Roger Abe, Hal Stocker, Andy Vasquez, John Nicoletti
NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

- B. (277-14) Ordinance - Hold public hearing and adopt ordinance adding Chapter 8.100 to Title VIII of the Yuba County Ordinance Code relating to the prevention of nut crop theft. (Second reading. Continued from July 15, 2014) (Ten minute estimate)

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

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

Adopted Ordinance No. 1534, which is on file in Yuba County Ordinance Book No. 24.

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

- A. (310-14) Resolution from City of Wheatland regarding consolidation of city election with the statewide election. Received.
- B. (311-14) Annual report from Yuba County Commission on Aging for fiscal year 2012-2013. Received.
- C. (312-14) Letter from Reclamation District 784 regarding 2014-2015 Benefit Assessments. Received.
- D. (313-14) Notice from State of California Fish and Game Commission regarding change of location for hearings on proposed regulatory actions scheduled for August 6, 2014 in San Diego. Received.
- E. (314-14) Audit Report from California State Controller for the Yuba County Road Fund dated July 1 2004 through June 30, 2011. Received.

X. BOARD AND STAFF MEMBERS' REPORTS:

County Administrator Robert Bendorf:

- Regional fire study meeting with consultants from City Gate July 18, 2014
- Budget Workshop in August and Final Budget in September
- State Budget includes reimbursements to Counties for state mandated programs in Fiscal Year 14/15
- Legislative Officer Russ Brown preparing issues for legislative platform

County Counsel Angil Morris-Jones: Out of office August 12, 2014

Supervisor Stocker:

- Memorial Adjournments - Mr. Edward George Garbarino, Mr. John Downs, and Mr. James Watson
- Sacramento Bee article addressing the use of antibiotics on livestock

Supervisor Abe:

- OPUD Liaison meeting held July 11, 2014
- Sierra Sacramento Valley Emergency Medical Services meeting held July 11, 2014
- Attended State Fair awards presentation July 11, 2014 with Marysville FFA receiving a silver ribbon for the County display
- Memorial Adjournments - Mr. Kenneth James Mahler and Mr. John Stineman

Supervisor Vasquez:

- Hmong farmer market August 2, 2014 at 7 a.m. at the VFW Hall on 7th Avenue
- Requested to place Rock West on August 12, 2014 agenda under Closed Session

Supervisor Nicoletti:

- Yuba County Water Agency River Management presentation
- Congressman Garamendi discussion on local water issues and the delta crises
- Beale Leadership meeting
- Memorial Adjournment - Mr. Ray Bettencourt

XI. CLOSED SESSION: Board retired into closed session at 10:57 a.m. and returned at 12:08 p.m. with all members present as indicated above.

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 005-220-086 (Owners Robert Glen Wood and Marilyn Jean Wood) Revocable Trust Negotiating Parties: Mike Lee Negotiation: Terms of Payment By unanimous vote the Board authorized staff to pursue offer
- B. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Case By unanimous vote staff was given direction
- C. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Case By 3-1 vote with Supervisor Abe voting in opposition staff was given direction
- D. Pending litigation pursuant to Government Code §54956.9(d)(1) - Jolene Tomko vs. Cleotha Adams et al By unanimous vote matter was referred to Porter Scott
- E. Personnel pursuant to Government Code §54957 - Public Employee Discipline/Dismissal/Release - Two Matters By unanimous vote the Board upheld decision on the first matter and the second matter was continued to August 12, 2014
- F. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Public Guardian Information provided

XII. ADJOURN: 12:08 p.m. in memory of Mr. John C. Downs Jr., Mr. James M. Watson, Mr. Edward George Garbarino III, Mr. Kenneth James Mahler, Mr. John Stineman, and Mr. Ray Bettencourt.

Chair

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS


Approved: _____

By: Rachel Ferris, Deputy Clerk

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: Developmental Disabilities Area Board III
Date: August 12, 2012

Recommendation

Appoint Mr. Robert Rogers to the Developmental Disabilities Area Board III for a term to expire June 26, 2016.

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 an unscheduled vacancy that occurred on June 29, 2012. One application has been received from Mr. Robert Rogers and is attached for your review and consideration along with a recommendation for appointment from Development Disabilities Area Board.

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

Fiscal Impact

None for appointment.

Committee Action

None required.

/rf

The County of Yuba

Application for Board/Commission/Committee
Appointed by the Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE:

Area Board 3 (Sacramento)

APPLICANT NAME:

Robert Rogers

MAILING ADDRESS -
(Street/P.O. Box, City, Zip):

1909 Covillard St. #35 Marysville

PHYSICAL ADDRESS
(Street, City, Zip):

CA 95901

same

TELEPHONE:

HOME:

530/844-7093

WORK:

EMAIL ADDRESS:

rmrogersabbitt73@yahoo.com

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

REASONS YOU WISH TO
SERVE ON THIS BODY:

I have always wanted to be on State Board
to represent Disabled.

QUALIFICATIONS:

Alta CHC - Alta Board - Marysville
people first

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

Alta CHC - Marysville People first Alta Board

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Robert Rogers

SIGNATURE

3/17/14

DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

Developmental Disabilities Area Board 3

*Advocating for Families and Individuals with Development Disabilities in
the Counties of Alpine-Colusa-El Dorado-Nevada-Placer-Sacramento-
Sierra-Sutter-Yolo-Yuba*



RECEIVED

JUL 24 2014

July 22, 2014

Clerk/Board of Supervisors

Dear Clerk of The Board of Supervisors, Yuba County,

Robert Rogers has submitted his application to be on the State Council on Developmental Disabilities, Area Board 3 Board of Directors. Mr. Rogers has a developmental disability, himself, and I have met with him several times. He is an outspoken advocate for people with disabilities and he has served on several other boards and committees. We would be honored to have him on our Board to represent Yuba County. I've attached a copy of his application. If you have any further questions, please feel free to contact Mr. Rogers or myself.

Sincerely,

Sonya

Sonya Bingaman

Acting Executive Director

State Council on Developmental Disabilities **Area Board 3**

916-263-3085 office

916-715-7057 cell


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The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board 

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

Date: August 12, 2014

Recommendation

Appoint James F. Purcell to the Plumas Lake Specific Plan Design Review Committee as a Residential Representative for a term to end August 12, 2015.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted and updated regularly indicating vacancies, appointees, terms of office, qualifications and meeting information. There is currently one unscheduled vacancy on the committee from May 2014. The committee is comprised of residents of the Plan and technical members.

One application has been received from James F. Purcell and is attached for your review and approval. In light of the expressed interest, it would be appropriate to appoint at this time.

Fiscal Impact

None

Committee Action

None

attachments

The County of Yuba

RECEIVED

JUL 31 2014

Application for Board/Commission/Committee
Appointed by the Board of Supervisors

Clerk/Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE
ON WHICH YOU WOULD LIKE TO SERVE:

PLYMAS LAKE DESIGN REVIEW COMMITTEE

APPLICANT NAME:

JAMES F. PURCELL JR

MAILING ADDRESS -
(Street/P.O. Box, City, Zip):

PHYSICAL ADDRESS
(Street, City, Zip):

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

FASHION DESIGNER; MEDIA IMAGE CONSULTANT
ROGER ABE - 4

REASONS YOU WISH TO
SERVE ON THIS BODY:

TO HELP PLYMAS LAKE CONTINUE DEVELOPING
IN A COHESIVE MANNER.

QUALIFICATIONS:

DESIGN PROFESSIONAL FOR 20 YEARS IN FASHION.

LIST PAST AND CURRENT

NA

PUBLIC POSITIONS HELD:

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED:

☐ OTHER:

The County of Yuba

321-14

CLERK RECORDER – REGISTRAR OF VOTERS


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

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



Ms. Terry A. Hansen

To: Yuba County Board of Supervisors

From: Terry Hansen, Clerk/Recorder-Registrar of Voters 

Subject: Adopt resolution reducing business hours for Clerk/Recorder's Office on Friday August 22, 2014 and on Monday August 25, 2014

Date: August 12, 2014

Recommendation

Adopt Resolution authorizing the Clerk/Recorder to reduce office business hours on Friday August 22, 2014, 8:00 a.m. to 9:00 a.m. and on Monday August 25, 2014, 1:00 p.m. to 5:00 p.m. to allow for the implementation of the Eagle Clerk/Recorder Software System by Tyler Technologies which will modernize and increase efficiencies in the processing of constituent documents.

Background/Discussion

On September 10, 2013, the Board of Supervisor's adopted Resolution # 2013-87 authorizing the Yuba County Clerk/Recorder to enter into an agreement with Tyler Technologies for the purchase, implementation, support and maintenance of the automated Eagle Recorder/Clerk Software System.

The "Go Live" date for the Eagle Clerk/Recorder Software System is August 25, 2014. Tyler Technologies requires the public shutdown of our current Clerk/Recording system in order to convert and implement data into the Eagle Clerk/Recorder system. It is expected to take eight (8) to twelve (12) hours to successfully transfer all data.

The Election Department will be available 8:00 a.m. to 5:00 p.m.

Fiscal Impact

Fiscal impact minimal

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

**A RESOLUTION FIXING REDUCED BUSINESS)
HOURS FOR THE COUNTY CLERK/RECORDER'S)
OFFICE ON FRIDAY AUGUST 22, 2014 AS 8:00 A.M.)
TO 9:00 A.M. AND ON MONDAY AUGUST 25, 2014)
AS 1:00 P.M. TO 5:00 P.M. FOR THE) RESOLUTION NO. _____
IMPLEMENTATION OF THE CLERK/)
RECORDER'S AUTOMATED SYSTEM FOR)
MAINTAINING OFFICIAL PUBLIC RECORDS)**

WHEREAS, the Yuba County Board of Supervisors adopted Resolution No. 2013-87 on September 10, 2013, authorizing the Yuba County Clerk Recorder to enter into an agreement with Tyler Technologies to implement an automated system for maintaining official public records and vital records for the citizens of Yuba County;

WHEREAS, the funding mechanism established by the State legislation to defray the cost of converting a film system to micrographics is Government Code §27361.4(b) by which an additional fee is to be charged and in return requiring that the days of operation of the County Recorder's office are designated as every business day except for legal holidays and those holidays designated as judicial holidays pursuant to §135 of the Code of Civil Procedure;

WHEREAS, the Board adopted Resolution No. 2003-118 on August 12, 2003, authorizing the implementation of a Micrographics Trust Fee pursuant to the funding mechanism established by the State legislation, thereby requiring that the Yuba County Clerk/Recorder's office is open every business day except for legal holidays; and

WHEREAS, the foregoing notwithstanding, Government Code §24260 provides that in all counties county officers shall keep their offices open for the transaction of business as fixed by the board of supervisors by ordinance or resolution.

NOW THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors pursuant to Government Code § 24260 hereby fixes as reduced hours only for the dates and business hours specific herein below for the Yuba County Clerk/ Recorder's Office to be open for the transaction of business as follows:

DATE	BUSINESS HOURS
AUGUST 22, 2014	8:00 A.M. to 9:00 A.M.
AUGUST 25, 2014	1:00 P.M. to 5:00 P.M.

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:

John Nicoletti, Chairman
Yuba County Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

BY: 
Page 2 of 2

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
 915 8th Street, Suite 123
 Marysville, California 95901
www.co.yuba.ca.us



BUILDING
 749-5440 • Fax 749-5616

CODE ENFORCEMENT
 749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
 749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES
 749-5460 • Fax 749-5464

PLANNING
 749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR
 749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
 749-5430 • Fax 749-5434

August 12, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Specifications and Estimate and Authorization for Advertisement of Bids for 2014 Maintenance of Various County Roads Double Chip Seal

RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids with a tentative bid opening date of August 27, 2014. Specifications are available for review at Public Works.

BACKGROUND:

This project consists of placing a double chip seal on Rice's Crossing Road from Marysville Road to Regent Way and on Fountain House Road from Indiana Ranch Road to 1.7 miles to the east. The project will be funded with Local Funds.

DISCUSSION:

The work in general will place a double chip seal on the existing roadways. Striping and signage will also be added. The engineer's estimate for the construction of the project is approximately \$250,000. The project is expected to be completed by October 2014.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The project will be funded from the Road Fund.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
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 749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
 749-5430 • Fax 749-5434

August 12, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Specifications and Estimate and Authorization for Advertisement of Bids for the 2014 Maintenance of Various County Roads HMA Overlay

RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids with a tentative bid opening date of August 27, 2014. Specifications are available for review at Public Works.

BACKGROUND:

This project consists of placing a hot mix asphalt overlay on Dairy Road from State Highway 65 to Forty Mile Road, Oakley Lane from State Route 65 to Wheatland Road, and on Algodon Road from Plumas-Arboga Road to Bridge 16C-039. The project will be funded with Local Funds.

DISCUSSION:

The work in general will consist of placing a hot mix asphalt overlay over the existing roadways. Shoulder backing, striping and signage will also be added. The engineer's estimate for the construction of the project is approximately \$865,000. The project is expected to be completed by October 2014.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The project will be funded from the Road Fund.

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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BENDORF
COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS PLANNER

Date: August 12, 2014

To: Yuba County Board of Supervisors

From: Scott Bryan, Emergency Operations Manager 

Re: FY 2014 Emergency Management Performance Grant

Recommendation

Adopt resolution authorizing the Director of Emergency Services or the Emergency Operations Manager to execute and submit an application and any required documents as required for the FY 2014 Emergency Management Performance Grant (EMPG), including any other pertinent documents related to this program, and authorize the acceptance of said funds.

Background/Discussion

The EMPG is an annual pass thru grant to support comprehensive all hazards emergency management at the state, tribal and local levels to encourage the improvement of mitigation, preparedness, response and recovery.

Committee

There was no committee action due to the routine nature of the request.

Fiscal Impact

The EMPG has a dollar for dollar cost sharing or in-kind match requirement, in the amount of \$140,532. This will not have a negative effect on the General Fund, as the existing OES budget is used to meet the match requirement.

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

IN REFERENCE TO:

SIGNATURE RESOLUTION AUTHORIZING)	RESOLUTION NO.
THE COUNTY DIRECTOR OF EMERGENCY)	
SERVICES AND THE EMERGENCY)	
OPERATIONS MANAGER TO APPLY FOR)	
THE FY 2014 EMERGENCY MANAGEMENT)	
PERFORMANCE GRANT, FURTHER)	
AUTHORIZING THEM TO EXECUTE)	
DOCUMENTS AS REQUIRED BY THE)	
APPLICATION, THE RESULTANT GRANT)	
AND/OR ANY PERTINENT DOUCMENTS)	
RELATED TO THE PROGRAM AND)	
ACCEPTANCE OF GRANT FUNDS)	

WHEREAS, it is in the best interest of the citizens of the County of Yuba to be protected from the threat of terrorism and to obtain federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for that purpose.

WHEREAS, the Department of Homeland Security Grant supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Emergency Services or the Emergency Operations Manager is hereby authorized to execute and submit a grant application, for the Operational Area allocation of \$140,532 for and on behalf of the County of Yuba, a public entity established under the laws of the State of California.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: that the Director of Emergency Services or the Emergency Operations Manager is hereby authorized to accept FY 14 Emergency Management Performance Grant funds in an amount not to exceed \$140,532; to execute, upon review and approval of County Counsel, documents as required by the application and the resultant grant; to authorize and execute the allocation of grant funds received.

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

AYES:

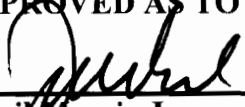
NOES:

ABSENT:

John Nicoletti, Chairman

ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM



Angil Morris-Jones
COUNTY COUNSEL



COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BLANKEN
COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS PLANNER

Date: August 12, 2014

To: Yuba County Board of Supervisors

From: Scott Bryan, Emergency Operations Manager 

Re: FY 2014 State Homeland Security Grant Program

Recommendation

Adopt resolution authorizing the Director of Emergency Services or the Emergency Operations Manager to execute and submit an application and any required documents as required for the FY 2014 State Homeland Security Grant Program (SHSGP), including any other pertinent documents related to this program, and authorize the acceptance and distribution of said funds.

Background/Discussion

The U.S. Department of Homeland Security provides grant funding annually to the State of California that is sub-granted to the Operational Areas (Counties). These funds are used to increase and maintain the capacity of the Operational Areas (OA) first responders and emergency management to plan for, respond to, mitigate, and recover from acts of terrorism, or natural and other manmade disasters.

Your Board has previously appointed the Yuba County Multi-Jurisdictional Terrorism Task Force (TTF) to identify and develop projects that meet the requirements of the SHSGP. The Yuba County TTF has met to carry out this task for the current fiscal year. Over the last few years, the Yuba County OA has received increases in allocated Homeland Security funds from \$118,188 in FY 2013 to 150,305 in FY 2014.

Committee

Projects have been identified and have been approved by the Yuba County TTF, a sub-committee of the Yuba County Operational Area Disaster Council.

Fiscal Impact

The Yuba County OA is allocated \$150,305 for FY 2014. Emergency Services will receive \$7,500 in management and administration reimbursement to help offset the general fund allocation for emergency services.

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

IN REFERENCE TO:

SIGNATURE RESOLUTION AUTHORIZING)	RESOLUTION NO.
THE COUNTY DIRECTOR OF EMERGENCY)	
SERVICES AND THE EMERGENCY)	
OPERATIONS MANAGER TO APPLY FOR)	
THE FY 2014 HOMELAND SECURITY)	
GRANT AND FURTHER AUTHORIZING)	
THEM TO EXECUTE DOCUMENTS AS)	
REQUIRED BY THE APPLICATION, THE)	
RESULTANT GRANT AND/OR ANY)	
PERTINENT DOUCMENTS RELATED TO)	
THE PROGRAM AND ACCEPTANCE OF)	
GRANT FUNDS)	

WHEREAS, it is in the best interest of the citizens of the County of Yuba to be protected from the threat of terrorism and to obtain federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for that purpose.

WHEREAS, the Department of Homeland Security Grant supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Emergency Services or the Emergency Operations Manager is hereby authorized to execute and submit a grant application, for the Operational Area allocation of \$150,305, for and on behalf of the County of Yuba, a public entity established under the laws of the State of California.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: that the Director of Emergency Services or his designee is hereby authorized to accept FY 2014 Homeland Security Grant funds in an amount not to exceed \$150,305; to execute, upon review and approval of County Counsel, documents as required by the application and the resultant grant; to authorize and execute the allocation of grant funds received.

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

AYES:

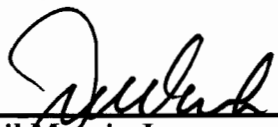
NOES:

ABSENT:

John Nicoletti
CHAIRMAN

ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM



Angil Morris-Jones
COUNTY COUNSEL



COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BENDORF
COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS PLANNER

Board Memo

To: Board of Supervisors

Fr: Scott Bryan *SB*
Emergency Operations Manager

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

Date: August 12, 2014

Recommendation:

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

Background:

On January 17, 2014 Governor Edmund G. Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014 the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba. Your Board ratified said proclamation on February 25, 2014 and extended on July 22, 2014..

Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (Govt. Code Section 8630 (c)). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (Govt. Code Section 8630(d)) this proclamation of emergency shall be terminated as soon as reasonably possible.

Committee Action:

No committee action was taken due to time constraints.

Fiscal Impact:

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

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

IN REFERENCE TO:

**THE BOARD OF SUPERVISORS
ADOPT A RESOLUTION PROCLAIMING
THE EXISTENCE OF AN ONGOING
LOCAL DROUGHT EMERGENCY IN
THE COUNTY OF YUBA**

RESOLUTION NO:

WHEREAS, the Yuba County Director of Emergency Services did hereby proclaim a local emergency in the County of Yuba on February 18, 2014 per Ordinance Code section 4.20; and

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

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

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

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Yuba, State of California, at the emergency meeting thereof on the _____, day of _____ 2014, by the following vote:

AYES:

NOES:

ABSENT:

John Nicoletti
Chairman

ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM



Angil Morris-Jones
COUNTY COUNSEL

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: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Interim Director *JV*
Tony Roach, Program Manager *TR*
Health & Human Services Department

DATE: August 12, 2014

SUBJECT: Execute Agreement with GraceSource Inc. for Differential Response Services under the Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and County Children's Trust Fund (CCTF) Programs

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Agreement for Professional Services between Yuba County, on behalf of its Health and Human Services Department, and GraceSource Inc. for the period of July 1, 2014, through June 30, 2015, to provide Differential Response Services under the combined CAPIT, CBCAP and CCTF programs.

BACKGROUND: The Health and Human Services Department is the public agency designated to administer the CAPIT, CBCAP and the CCTF. These various funding streams are designated to be used to support community-based efforts to develop, operate, expand and enhance programs and activities to prevent child abuse and neglect, as well as strengthen and support families to reduce the likelihood of child abuse and neglect. Through a request for proposal released in 2011, GraceSource Inc. was competitively awarded the CAPIT/CBCAP/CCTF grant funds to provide Differential Response Services.

DISCUSSION: GraceSource Inc. has been successfully providing Differential Response Services under the CAPIT/CBCAP/CCTF grant since November 2011. The extension of the current contract allows for the completion and approval of the Child Welfare Services System Improvement Plan (SIP) which addresses how prevention activities are coordinated and how services will be provided through community based child abuse prevention services.

FISCAL IMPACT: Approval of this Agreement will not impact the County General Fund. The funding for this contract is covered by a combination of Federal, State, Local Revenue 2011, and a percentage of Birth certificate dollars and Kids Plate dollars.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for child abuse prevention services for the "Child Abuse Prevention, Intervention and Treatment" (CAPIT) and "Community Based Child Abuse Prevention" (CBCAP) Programs, and "Children's Trust Funds" (CTF) for Differential Response (DR) services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and GraceSource Inc. ("CONTRACTOR").

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2014

Termination Date: June 30, 2015

The term of this Agreement shall become effective on July 1, 2014, and shall continue in force and effect for a period of one (1) year unless sooner terminated in accordance with the terms of this Agreement.

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

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-5.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Roy Martin, Executive Director of GraceSource, Inc. is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment

- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Confidentiality Provisions Statements
- Attachment G - Invoice Format
- Attachment H - Cost Justification
- Attachment I - Differential Response Monthly Reporting Form
- Attachment J - CAPIT/CBCAP Service Goals and Outcomes Plan Summary
- Attachment K - Annual Reporting for Community-Based Child Abuse Prevent (CBCAP) Service Array
- Attachment J - Vendor Assurance of Compliance (CR50)

9. TERMINATION

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

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


"COUNTY"

COUNTY OF YUBA

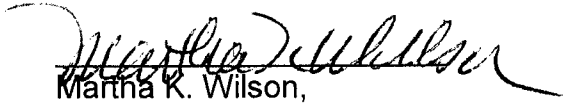
Chair
Board of Supervisors

"CONTRACTOR"

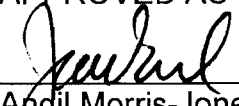
GRACESOURCE, INC.


Roy Martin, Executive Director
Tax I.D. No. 942576604

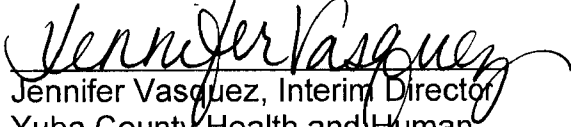
INSURANCE PROVISIONS APPROVED:


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:


Angil Morris-Jones,
County Counsel

RECOMMENDED FOR APPROVAL:


Jennifer Vasquez, Interim Director
Yuba County Health and Human
Services Department

ATTACHMENT A SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1. With the intent to reduce child abuse and situations of risk to help keep children safely in their homes, CONTRACTOR shall provide Differential Response services to families referred to CONTRACTOR by the Children's Services Division of the Health and Human Services Department (hereinafter "Children's Services"). The Differential Response services shall be provided through home visitation/case management services consisting of:

- A. A safety assessment to be conducted on the first visit to determine whether such a risk to the child(ren) exists that the case shall be referred back to Children's Services. The assessment may also include the determination of: primary language, safety and cleanliness of home environment, the assets and strengths of the family; as well as its goals and barriers to achieving those goals;
- B. The development of a strength-based, family-centered case plan with the family's participation to address the risk factors and/or reason(s) for the referral, as well as the identified problems, and provide solutions to the barriers the family faces. Each case plan shall be designed to continue for up to three (3) consecutive months unless an additional three-month extension is specifically approved by COUNTY through a Family Team Conference; and
- C. Neighborhood-centered supportive services that prevent child abuse and/or neglect and assist the family in achieving their identified goal. Such supportive services may include but not be limited to: home visiting, supporting father involvement, parenting, life skills, strengthening families, referral/linkage to treatment of substance abuse, parenting, co-dependency and anger management classes, and transportation as needed to attend classes. Families being served under this Agreement will be invited by the CONTRACTOR to participate in after-school activities held on the CONTRACTOR's premises or at a local park, in addition to field trips and community events.

A.1.2. CONTRACTOR agrees to conduct and chair monthly Multidisciplinary Team (MDT) meetings with Children's Services staff, which may include case review, case consultation, and information regarding available training.

CONTRACTOR shall invite relevant participants and family for case consultation to said MDT meetings, as appropriate. CONTRACTOR further agrees to compile meeting notes and attendance sheets of these meetings, as well as develop a short questionnaire at the approval of COUNTY to be distributed after each monthly meeting for the purpose of collecting information on the effectiveness of the meeting. CONTRACTOR shall review the information gathered by these questionnaires to make suggestions for improved communication. In addition, CONTRACTOR shall make its Differential Response staff available to attend additional meetings with Children's Services staff as needed.

A.1.3. CONTRACTOR agrees to attend all Family Team Conferences related to their cases and scheduled by Children's Services Staff for case planning purposes. CONTRACTOR shall be prepared to report on client's progress and participation at the Family Team Conference.

A.1.4. CONTRACTOR agrees to attend all Children's Council Social Services Functional Group/Child Abuse Prevention Council meetings monthly and attend Children's Council meetings as needed, to share information and progress reports on CAPIT/CBCAP program services and work toward improving the coordination of child abuse prevention activities and services in Yuba County.

A.1.4. REPORTING. CONTRACTOR agrees to conduct the following reporting activities and provide following statistical reports as specified below:

- A. Client Satisfaction. CONTRACTOR shall develop client surveys in a format to be approved by COUNTY to be administered at the end of each activity in which the family participates to assess whether or not the services provided were appropriate and met their needs. CONTRACTOR further agrees to develop at the approval of COUNTY an open-ended questionnaire to be completed by each family served at the end of their three-month service period to assess the services provided. CONTRACTOR shall maintain the information gathered for inclusion in its final Evaluation Report.
- B. Progress Reports. CONTRACTOR agrees to chart the goals and date each goal is met in the case plan for each family served under this Agreement. CONTRACTOR shall compile the information gathered and submit a summary Progress Report of this information at the monthly meeting with Children's Services staff.
- C. Differential Response Monthly Report. CONTRACTOR shall complete Attachment "I" - Differential Response Monthly Reporting Form to evaluate the CAPIT/CBCAP program for the families served. On a monthly basis, CONTRACTOR will submit this report during the month for which payment is requested and submit one copy electronically to the Children's Services Program Manager, as well as submit a hard copy as an attachment to the

monthly invoice submitted to the COUNTY.

- D. CAPIT/CBCAP Service Goals and Outcomes Plan Summary. CONTRACTOR shall complete Attachment "J" - Service Goals and Outcomes Plan Summary to evaluate the CAPIT/CBCAP program for client centered services and client characteristics. On a monthly basis, CONTRACTOR will submit this report for which payment is requested and submit one copy electronically to the Children's Services Program Manager, as well as submit a hard copy as an attachment to the monthly invoice submitted to the COUNTY.
- E. Annual Reporting for Community-Based Child Abuse Prevention (CBCAP) Service Array. CONTRACTOR shall complete Attachment "K"- Annual Reporting for Community-Based Child Abuse Prevention (CBCAP) Service Array. CONTRACTOR shall complete and submit the Final Report to the Children's Services Program Manager no later than 30 days following the end of the term of this Agreement.
- F. Final Report. CONTRACTOR shall compile all data collected from client surveys, progress reports, staff surveys and participation records in a Final Report in a format to be approved by COUNTY. CONTRACTOR shall complete and submit the Final Report to the Children's Services Program Manager no later than 30 days following the end of the term of this Agreement.

A.2 SCOPE OF DUTIES OF COUNTY

A.2.1 COUNTY shall:

- A. Refer families who meet the Differential Response criteria to CONTRACTOR.
- B. Provide case consultation and technical assistance as needed and available.
- C. Make available training on the Signs of Safety model and the Structured Decision Making risk assessment tool to CONTRACTOR's Differential Response staff, as appropriate.
- D. Provide at least one Social Worker Supervisor with experience in either Emergency Response or supervising out-stationed staff to participate regularly in the monthly meetings with CONTRACTOR.

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A.3. TIME SERVICES RENDERED.

Specific dates to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.4. MANNER SERVICES ARE TO BE PERFORMED.

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

A.5. FACILITIES FURNISHED BY COUNTY.

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

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ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a monthly contract fee per family not to exceed One Thousand Dollars (\$1,000.00) in accordance with the specified rate, based upon the cost justification specified in Attachment "H" – Cost Justification.

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed One Hundred Twenty Thousand (\$120,000.00) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 CONTRACTOR understands that payment for services rendered pursuant to this Agreement must be paid by COUNTY no later than June 10, 2015. For services rendered during the months of July 2014 through May, 2015, CONTRACTOR shall submit a monthly invoice in the format as specified in Attachment "G" – Invoice Format after the completion of services but no later than the tenth (10th) day of the month following the provision of services. COUNTY shall issue payment in accordance with the terms of this Agreement no later than 30 days after the receipt of a complete and accurate invoice.

In the month of June, 2015, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment "G" – Invoice Format based upon the estimated cost of services to be rendered no later than June 10, 2015. CONTRACTOR shall submit a final invoice based upon the actual cost of services rendered no later than July 10, 2015. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

B.2.1 CONTRACTOR understands and agrees that payment will not be paid unless and until any overdue reports specified by this Agreement are provided by CONTRACTOR.

B.3 FULL COMPENSATION. Both parties understand that each invoice approved and paid shall constitute full and complete compensation to CONTRACTOR for the period of service covered by the invoice.

B.4 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon

presentation of invoices.

B.5 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

B.6 FISCAL RECORDKEEPING. CONTRACTOR shall establish, maintain, and keep adequate, consistent and accurate fiscal documentation to ensure and demonstrate that the costs of services submitted for payment by CONTRACTOR under this Agreement are unduplicated and applicable solely to the services rendered pursuant to this Agreement (i.e. books, records, documents, and other evidence supporting consistent and established accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of services under this Agreement).

B.7 AUDIT PROVISION. In the event CONTRACTOR claims and receives payment for services rendered under this Agreement and reimbursement is later disallowed by the county, state and/or federal governments, CONTRACTOR shall promptly refund the amount disallowed from any payment due or to become due to the CONTRACTOR under this Agreement and any other agreement. COUNTY will assure CONTRACTOR is advised of potential disallowed costs and given the opportunity to provide any evidence and argument to the auditing agency prior to publication of a final audit.

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ATTACHMENT C

ADDITIONAL PROVISIONS

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

C.2 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

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

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

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information. CONTRACTOR also agrees to sign Attachment J-Vendor Assurance of Compliance (CR50).

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ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to

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

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

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

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

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

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

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

manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

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

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

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

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

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

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

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if

CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

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

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

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

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

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings,

representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

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

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

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

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

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

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

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

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

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

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

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this

Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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

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

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

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

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

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

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

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

If to "CONTRACTOR":

Roy A. Martin,
Executive Director
GraceSource, Inc.
P.O. Box 323
Olivehurst, CA 95961

ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability

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

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.7 Waiver of Subrogation. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to

obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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ATTACHMENT F

COUNTY OF YUBA CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1. INTRODUCTION.

For the purposes of carrying out a contract for differential response services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and GraceSource Inc. (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statement sets forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

F.2.1 CONFIDENTIAL INFORMATION shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

F.2.2 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

F.2.3 BREACH shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

F.2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

F.3 BACKGROUND.

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy,

confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

F.4 PROVISIONS.

F.4.1 The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

F.4.2 The COUNTY requires at least the following minimum standards of care in handling the confidential information:

F.4.2.1 Securing all areas where confidential information is maintained and/or stored;

F.4.2.2 Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

F.4.2.3 Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

F.4.2.4 Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

F.4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

F.4.2.6 Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

F.4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

F.4.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

F.4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

F.4.6 If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

F.4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

F.4.8 NOTIFICATION OF BREACH.

F.4.8.1 Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

F.4.8.2 Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Kathy Cole, Yuba County Privacy Officer
Phone: (530) 749-6382 or (530) 749-6311
E-Mail: kcole@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual

breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

F.4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

F.4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

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///

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: 6-24-14

CONTRACTOR



Roy Martin, Executive Director

ATTACHMENT G

INVOICE FORMAT

Contractor's Name: GraceSource, Inc.

Contractor's Address: P.O. Box 232, Olivehurst, CA 95961

Contact Name: Terri Gentile

Phone Number: 530-740-7766

Email: T.Gentile@gracesoureinc.org

Period of Service: MONTH, YEAR

<u>Invoice</u> <u>Services</u>			
<u>Type</u>	<u>Rate Basis</u>	<u># of Families</u>	<u>Amount</u>
Differential Response	\$ _____	_____	_____
Invoice Grand Total			_____

Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the contract; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

Authorized Signature

Date

Mail original invoice and monthly reporting forms to:
Yuba County Health and Human Services Department
Attention: Fiscal
P.O. Box 2320
Marysville, CA 95901

ATTACHMENT H COST JUSTIFICATION

COST JUSTIFICATION WORKSHEET 2014-2015					
PERSONNEL EXPENSE					
SALARY Position	Name	% of Time to Service	Salary per month	Annual Amount to Service	In-kind
DR Coordinator	Terri Gentile	100.0%	\$ 2,340	\$ 28,080	
GSI Case Manager	Martin Salyer	100.0%	\$ 1,560	\$ 18,720	
AmeriCorps Members (2)	To be hired	100.0%	n/a	\$ 20,000	
GraceSource Executive Director	Roy Martin	12.0%	\$ 728		\$ 8,736
Total Salaries				\$ 66,800	\$ 8,736
BENEFITS Position	Type	% of Time to Service	Rate per month	Annual Amount to Service	In-kind
DR Coordinator	FICA/MediCare	100.0%	\$ 179.08	\$ 2,149	
	SUI/ETT	100.0%	\$ 21.58	\$ 259	
	Worker's Comp	100.0%	\$ 70.25	\$ 843	
	Health Ins.	n/a	n/a	n/a	
GSI Case Manager	FICA/MediCare	100.0%	\$ 119.42	\$ 1,433	
	SUI/ETT	100.0%	\$ 21.58	\$ 259	
	Worker's Comp	100.0%	\$ 46.83	\$ 562	
	Health Ins.	n/a	n/a	n/a	
AmeriCorps Members, Two (2)	FICA/MediCare	100.0%	n/a	\$ -	
	SUI/ETT	100.0%	n/a	\$ -	
	Worker's Comp	100.0%	n/a	\$ -	
	Health Ins.	100.0%	n/a	\$ -	
GraceSource Executive Director	FICA/MediCare	12.0%	\$ 55.75	n/a	\$ 669
	SUI/ETT	12.0%	\$ 21.58	n/a	\$ 259
	Worker's Comp	12.0%	\$ 21.92	n/a	\$ 263
	Health Ins.	n/a	n/a	n/a	n/a
Total Benefits				\$ 5,505	\$ 1,191
Total Personnel Expense				\$ 72,305	\$ 9,927

COST JUSTIFICATION WORKSHEET 2014-2015			
OPERATING EXPENSE	Methodology	Service	In-kind
Bookkeeping	Program cost based on estimate supplied by the provider for issuing monthly payroll and expense checks, providing payroll and profit and loss reports, tax completion, and state and federal filings.	\$ 1,200	
Communications	Program cost based on historical usage of telephone and internet and costs of telephone equipment. Based on stand-alone program.	\$ 3,900	
Duplicating/ Publishing	Program cost based on providing marketing materials and duplication of project materials for similar projects. Based on stand-alone program.	\$ 1,050	
Maintenance	Program cost based on maintenance of equipment and facilities for similar projects. Based on stand-alone program.	\$ 150	
Facilities	Program cost based on historical costs of providing space and equipment usage for similar projects. Costs include but are not limited to copier, alarm, cleaning, utilities, building repairs, insurance, etc. Based on stand-alone program.	\$ 4,700	
Group Activities	Program cost based on historical costs of providing groups for similar projects. Costs include but are not limited to group materials, incentives for group participation, food and beverages for attendees, etc. Based on stand-alone program.	\$ 480	
Office Supplies	Program cost based on historical costs of providing office materials for similar projects. Costs include but are not limited to paper, pens, forms, ink cartridges, water, educational materials, postage, small office equipment, etc. Based on stand-alone program.	\$ 1,184	
Office Equipment	Estimated cost for four desktop computers to be used for program related services including but not limited to email, case notes, marketing materials, research, etc.	\$ -	
Training	Program cost based on costs of providing employment, estimated number of required trainings and on-going employee development, etc.	\$ 1,200	
Travel/Lodging/ Per Diem	Program cost based on estimated number of required trainings, historical costs of providing on-going employee development, and mileage for providing quality home visitation services to families enrolled in the project.	\$ 9,600	
Rent	100 sq.ft. x \$1.00/sq.ft. x 100%FTE x 12 mos. x 4 AC members 200 sq.ft. x \$1.00/sq.ft. x 75%FTE x 12 mos. X 1 DR Coord.		\$ 6,600
Total Operating Expense		\$ 23,464	\$ 6,600
SUBCONTRACTORS	Methodology		
Victor Services	\$200/week for 3 hours Unlicensed Clinician \$215/week for 3 hours Licensed Clinician Contract not to exceed \$11,000	\$ 11,000	\$ -
INDIRECT	Methodology		
	Historical costs associated with contract at 10% of Total Personnel Expense	\$ 7,231	
DIRECT	Methodology		
	Direct costs associated with services delivered to families including transportation assistance (bus passes/gas cards), temporary food assistance, housing (cleaning supplies/dumpster rental), furniture (beds), clothing, materials to implement case plan activities, and limited past-due bill support. Estimated at 10 case plans/month * 12 months * \$50 each occurrence.	\$ 6,000	
TOTAL ANNUAL AMOUNT TO SERVICE		\$ 120,000	\$ 16,527
	Methodology		
COST PER SERVICE UNIT	Total /12 mos./10 families/month	\$ 1,000.00	

ATTACHMENT I

DIFFERENTIAL RESPONSE MONTHLY REPORTING FORM

Agency: _____ Month: _____

1. Total active DR cases at beginning of month: _____
2. DR cases closed this month: _____
3. # of families referred for DR this month: _____
4. # of families accepting DR services this month: _____
5. # of cases where DR was declined this month: _____
6. # of DR case plans developed and signed this month: _____
7. Total DR cases at end of month: _____

Services / Outcomes

Identified Service Needs: areas that parents have identified for themselves or for their children. Multiple needs may be counted for each family

Safety in community: _____	Food Security: _____
Safety issues in the home (ex: dom. violence): _____	Drug/alcohol abuse: _____
Health Care: _____	Relationship issues: _____
Mental Health: _____	Parenting education: _____
Social Isolation: _____	Child development: _____
Employment: _____	School/ pre-school related: _____
	Daycare: _____

Service Outcomes: areas that parents have identified as having improved as a result of services being offered. Multiple areas of improvement may be counted for each family

Safety in community: _____	Food Security: _____
Safety issues in the home (ex: dom. violence): _____	Drug/alcohol abuse: _____
Health Care: _____	Relationship issues: _____
Mental Health: _____	Parenting education: _____
Social Isolation: _____	Child development: _____
Employment: _____	School/ pre-school related: _____
	Daycare: _____

Case example of service needs/outcomes during this period:

Signature of person responsible for filling out report: _____

ATTACHMENT J CAPIT/CBCAP SERVICE GOALS AND OUTCOME PLAN SUMMARY

CAPIT/CBCAP Service Goals and Outcomes Plan Summary

INSTRUCTIONS: Please provide information as requested. Check box designating whether report is for CAPIT or CBCAP
This summary is Service Focused. Clients may access multiple services and shall be counted each time a service is provided during the reporting period. Count families only when services are provided to the entire family unit.

Agency: _____ CAPIT ☒ CBCAP ☒
Date: _____
Report Period: _____ TO _____

Client Centered Services	Total number of clients completing services						
	ages 0 - 5		ages 6 - 18		Adults (19 years older)		Families
	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	
Family Counseling							
Parent Education and Support							
Home Visiting							
Psychiatric Evaluations							
Respite Care							
Day Care/Child Care							
Transportation							
Multidisciplinary Team Services							
Teaching and Demonstration Homemakers							
Family Workers							
Temp In-Home Caretakers							
Health Services							
Special Law Enforcement							
Voluntary Home Visiting							
Parenting Program (Classes)							
Parent Mutual Support							
Family Resource Center							
Family Support Program							
Other Specify							
Other Specify							
Other Specify							
Other Specify							
	0 to 5	0 to 5	6 to 18	6 to 18	Adults	Adults	Families
	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	
	0	0	0	0	0	0	0
TOTALS							

Page 1 of 2

Service Goals and Outcome Summary Report for the Month of

Client Characteristics:	Total number of clients receiving services						Gender			
	ages 0-5		ages 6-18		Adults (19 year older)		Children		Adult	
	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	Female	Male	Female	Male
White (non-Hispanic)										
Hispanic										
Black										
Asian										
Native American										
Other (specify)										
TOTALS	0 to 5 with disabilities	0 to 5 without disabilities	6 to 18 with disabilities	6 to 18 without disabilities	Adults with disabilities	Adults without disabilities	Female	Male	Female	Male
	0	0	0	0	0	0	0	0	0	0
Agency Centered Activities:	NUMBER OF PARTICIPANTS									
	Parent (consumer of services)	County agency staff	Private nonprofit staff	Child Abuse Council Staff	Other (specify)					
State or Regional Training										
Peer Review										
Evaluation/Research										
Other (Specify)										

Page 2 of 2

ATTACHMENT K

Annual Reporting for Community-Based Child Abuse Prevention (CBCAP) Service Array

1. CBCAP SERVICES AND ACTIVITIES

A. Interdisciplinary/Innovative Services and Funding

CBCAP funding is intended to promote innovation and collaboration between disciplines to maximize the use of the various federal, state, local and private funds to enhance child abuse prevention programs. The following sample illustrates how the template should be completed.

Sample:

Name of the program:		
Family Resource Centers (FRC) Network		
Name of the service provider:		
Bedrock Community Foundation		
Description of the program:		
FRC Network is a comprehensive, countywide integrated service delivery system composed of 7 FRCs. The network provides peer support, training, evaluation and quality assurance, technical assistance and seeks resources to sustain the FRC's.		
List the services this program provides:		
Parenting education and support, public awareness/education, individual and family counseling, respite care, and information and referral.		
Identify the agencies who collaborated to develop and implement this program:		
The FRCs utilize a multidisciplinary approach supported through a commitment from child welfare, public health, mental health, developmental health services, CalWORKs and public and private agencies who are committed to the prevention of child abuse and neglect.		
In addition to CBCAP funds, list other funds used to support this program:		
The following funding streams were used in the development, implementation and maintenance of this network and its FRC members: County Children's Trust Fund, Healthy Families, CBCAP, CAPIT, PSSF, Child Welfare Services Outcome Improvement Project, First Five, Health Services Targeted Case Management, Mental Health Services Act, private donations and Stuart Foundation Grant.		
Enter an "X" to indicate the program's service delivery system:		
<input checked="" type="checkbox"/>	Family Resource Center	
<input checked="" type="checkbox"/>	Family Resource Center Network	
<input type="checkbox"/>	In-Home Visiting Program	
<input type="checkbox"/>	Linkages	
<input type="checkbox"/>	Respite Care	
<input type="checkbox"/>	Parent Support Program	Target Population:
<input type="checkbox"/>	Parenting Program	Target Population:
<input type="checkbox"/> Community-based response, i.e. Differential Response, Path I		
<input type="checkbox"/>	Web-based – Explain:	
<input type="checkbox"/>	Other:	
<input type="checkbox"/>	None	

Utilizing the template below identify and describe a community-based and prevention-focused program developed, implemented or operating in the county that was a result of innovative funding and interdisciplinary collaboration. The program selected must be supported with CBCAP funds.

Name of the program:		
Name of the service provider:		
Description of the program:		
List the services this program provides:		
Parent education and support, early child development and screening, and improving family access to formal and informal resources.		
Identify the agencies who collaborated to develop and implement this program:		
First5Yuba.		
In addition to CBCAP funds, list other funds used to support this program:		
Camptonville Community Partnership applied for and received a grant funding from First5Yuba to start and run the 1, 2, 3, Grow program through June 2012.		
Enter an "X" to indicate the program's service delivery system:		
<input type="checkbox"/>	Family Resource Center	
<input type="checkbox"/>	Family Resource Center Network	
<input type="checkbox"/>	In-Home Visiting Program	
<input type="checkbox"/>	Linkages	
<input type="checkbox"/>	Respite Care	
<input type="checkbox"/>	Parent Support Program	Target Population:
<input type="checkbox"/>	Parenting Program	Target Population:
<input type="checkbox"/> Community-based response, i.e. Differential Response, Path I		
<input type="checkbox"/> Web-based – Explain:		
<input type="checkbox"/> Other:		
<input type="checkbox"/> None		

B. Prevention Direct Services that Meet Community Needs

Provide an example of a direct service activity that addresses an unmet need identified in the community. An unmet need is when the data points to a particular need where a service or resource is unavailable.

Sample:

Describe the unmet need as determined/identified in the county's current OCAP Plan or integrated CSA:
<i>The integrated CSA indicates a 5% increase in teen pregnancy in the county. Child Welfare referral rates show a prevalence of child neglect among teen parents. A focus group of teen parents indicated the need for training in parenting skills.</i>
Describe/identify/list a direct service activity that was implemented or in operation to meet the above unmet need during this reporting period:
<i>The County implemented the Project SafeCare, an In-home Intervention Program. The program provides teen parents with training in three aspects of child care: treating illnesses and maximizing their health-care skills (health), positive and effective parent-child interaction skills (bonding), and maintaining hazard-free homes (safety) for their children.</i>
In addition to CBCAP funds, list the funds used to support this program and/or activity.
<i>Stuart Foundation and Maternal, Child and Adolescent Health (MCAH) funds</i>

Below report on one CBCAP funded direct service activity that was implemented during the reporting period. Do not use the same program reported in question 1.A., "Interdisciplinary/Innovative Services and Funding."

<input type="checkbox"/> Enter an "x" if there are no other direct service programs or this question does not apply.
Describe the unmet need as determined/identified in the county's current OCAP Plan or CSA:

Describe/identify/list a direct service activity that was implemented or in operation to meet the above unmet need during this reporting period:
In addition to CBCAP funds, list the funds used to support this program and/or activity.

C. Prevention Network Activity

How has the county supported (through contracts, interagency agreement and/or other means) the effective development, operation and expansion of community-based and prevention focused programs and activities.

Enter an "x" if no prevention network activities were conducted during this reporting period.
Describe the activities conducted during the reporting period?
What was the need that was identified in the county's OCAP Plan or integrated CSA that was addressed by these activities?
What is the expected outcome?

1. CBCAP EVALUATION

A. CBCAP Peer Review

Peer Review is a form of quality assurance that uses a process of self-assessment and external review by two or more similar CBCAP programs. The CBCAP Peer Review process is in addition to the Peer Quality Case Review (PQCR) used in the California Children and Families Services Review. The PQCR cannot supplant the CBCAP Peer Review process as they are two separate requirements. For more information regarding the CBCAP Peer Review visit:
<http://www.friendsnrc.org/outcome/review.htm>

Below enter an "x" to select one of the following two options to report on peer review activities:

If option "i" is selected, enter an "x" to indicate all CBCAP Peer Review activities that were conducted during this reporting period. Provide a brief description of one of the activities selected.

i	Local CBCAP peer review activities included:
	CBCAP peer review training
	On-site visit by peers that included observation and discussion
	Case review by peers for the purpose of self assessment and improvement of practice
	Facilitated focus group with peers for the purpose of self assessment and improvement
	Other, describe:

Provide a description of one of the activities selected above. Include the name of the CBCAP program selected for peer review, at least one finding, and strategies discussed for program/practice improvement:

If option "ii" is selected, include a description of the challenges that prevented the implementation of the CBCAP peer review process.

ii.	Enter an "x" if no CBCAP peer review activities occurred during the reporting period. Describe the challenges that prevented the implementation of a peer review process:

B. Client Satisfaction

- i. Below provide a case specific example of a parent/consumer who benefited from CBCAP services during the reporting period. Include the services the parent/consumer received and the change in the parent/consumer's behavior that demonstrated how the parent/consumer benefited from the service. Include the name of the CBCAP program.

Description of case, service received and change in parent/consumer's beliefs, attitude and/or behavior:
Provide the name of the CBCAP program:

- ii. Below enter an "x" to select the tool used to assess the parent/consumer's satisfaction in the services received from the program identified in B.i., above.

	Telephone Survey
	In-person Interview
	On-line Survey
	In person pre and post test
	Focus Group
	Other, explain:

- iii. Below describe changes, if any, the service provider will implement as a result of the feedback received from parent/consumers of the CBCAP program indicated in section B.i.

Although no new programs were implemented because of consumer feedback the issue of transportation for consumers has become a problem. Many of the Spanish speaking only families are afraid of the local bus system and refuse to use it. In an effort to assist families in accessing public transportation home visitors take the time to show families how to use the local bus system to gain confidence and overcome their fears.

C. Evaluating and Reporting on CBCAP Outcomes

Outcomes can be:

- **Short-term outcomes** that may result in changes in attitude, beliefs and knowledge;
- **Intermediate outcomes** that may result in the development and practice of new skills;
- **Long term outcomes** that may result in permanent changes at an individual level or changes that create an impact on larger social structures.

Select one of the CBCAP funded programs in your county and using one of the CBCAP outcomes (listed above) demonstrate how this outcome is used to measure the effectiveness of this program.

Sample:

Name of CBCAP Program, Public Awareness or Prevention Network Activity:		Regional Intervention Program (RIP)		
Services or activity:	x	Program/Services	Public Awareness Activity	Prevention Network Activity
Purpose:	To teach parents methods for interacting with children that will maximize			

	positive, developmentally appropriate behavior, while minimizing noncompliant and negative behaviors.
Description:	<p>The parent training has three modules:</p> <ul style="list-style-type: none"> • Behavioral Skills Training • Social Skills Training • Preschool Classroom. <p>Each segment of the training takes place in the context of a variety of structured adult-child interaction sessions on-site as well as daily-living programs at home.</p>
<p>Enter an "x" to select one of the outcomes below:</p> <p><input type="checkbox"/> Short-term</p> <p><input checked="" type="checkbox"/> Intermediate-term</p> <p><input type="checkbox"/> Long-term</p>	<p>Intermediate Outcomes that were achieved for RIP parents and children:</p> <ul style="list-style-type: none"> • Parents demonstrated improved child behavior management skills. • Children demonstrated increased compliant behavior in the school setting and at home. • Children demonstrated more appropriate and positive social interaction.
How was the outcome measured:	Pre and post 30 minute observation sessions at home and school.

Below provide the name, purpose, description of a CBCAP funded program, public awareness, or prevention network activity. Select one outcome and describe how the outcome was achieved and how the outcome was measured.

Name of CBCAP Program, Public Awareness, or Prevention Network Activity:			
Services or activity:	Program/Services	Public Awareness Activity	Prevention Network Activity
Purpose:			
Description:			
<p>Enter an "x" to select one of the outcomes below:</p> <p><input type="checkbox"/> Short-term</p> <p><input type="checkbox"/> Intermediate-term</p> <p><input type="checkbox"/> Long-term</p>			
How was the outcome measured:			

3. PARENTS/CONSUMERS

A. PARENT LEADERSHIP AND FAMILY INVOLVEMENT

The OCAP maintains a commitment to strengthen parent leadership and parent involvement throughout the State. Meaningful parent involvement can occur when parents are viewed as effective leaders in shaping the direction of their families, programs and communities. Parent leaders assist counties with their efforts to improve service delivery and outcomes.

- i. Below enter an "x" to indicate which activities were provided to enhance parent participation and leadership in the prevention of child abuse and neglect:

<input type="checkbox"/> Skill Development Training	<input type="checkbox"/> Invitation to staff meetings
<input type="checkbox"/> Agency Orientation	<input type="checkbox"/> Stipend
<input type="checkbox"/> Conference (sponsored attendance)	<input type="checkbox"/> Child Care

<input type="checkbox"/>	Convenient time and location for meetings	<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Awards, Recognition or Scholarship	<input type="checkbox"/>	Other: <input type="text"/>
<input type="checkbox"/>	Provision of ongoing training	<input type="checkbox"/>	Other: <input type="text"/>

<input type="checkbox"/>	Enter an "x" if no activities were provided to enhance parent participation and leadership in the prevention of child abuse and neglect during this reporting period.
--------------------------	---

- ii. Choose one of the activities that was selected in question 3.A.i.. Provide details on the efforts to enhance parent participation and leadership.

Activity selected:
<input type="text"/>
Description of the efforts to enhance parent participation and leadership:
<input type="text"/>

- iii. Enter an "x" to indicate the activities where parents were active participants:

<input type="checkbox"/>	Grant making board or committee	<input type="checkbox"/>	Served as a mentor for other families
<input type="checkbox"/>	Agency advisory board or council	<input type="checkbox"/>	Recruitment of volunteers
<input type="checkbox"/>	State or local board or council	<input type="checkbox"/>	Participated in the hiring process
<input type="checkbox"/>	Development of the County Self Assessment	<input type="checkbox"/>	Developed educational material
<input type="checkbox"/>	Development of the County System Improvement Plan	<input type="checkbox"/>	Participated in fund raising activities
<input type="checkbox"/>	Program monitoring and evaluation	<input type="checkbox"/>	Other: <input type="text"/>
<input type="checkbox"/>	Review and selection of grant proposals	<input type="checkbox"/>	Other: <input type="text"/>
<input type="checkbox"/>	Training staff and volunteers	<input type="checkbox"/>	Other: <input type="text"/>
<input type="checkbox"/>	Provided outreach activities	<input type="checkbox"/>	Other: <input type="text"/>

<input type="checkbox"/>	Enter an "x" if parents were not active participants in the planning, implementing and evaluating of child abuse prevention programs during this reporting period.
--------------------------	--

- iv. Describe the challenges or technical assistance needs regarding the recruitment and retention of parent leaders:

<input type="text"/>

- v. From the above in 5.A.iii. provide details of one of the activities where the parent was an active participant in the planning, implementing and evaluating child abuse prevention programs. Include strengths and challenges.

Activity selected:
<input type="text"/>
Description of the project, role and activities the parent performed as an active participant:
<input type="text"/>

- vi. Enter an "x" to identify the funding source that supported the activities indicated above, 3.A.i and 3.A.iii:

<input type="checkbox"/>	CBCAP	<input type="checkbox"/>	CAPIT
<input type="checkbox"/>	PSSF	<input type="checkbox"/>	Other: <input type="text"/>

ATTACHMENT J
VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

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

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6-24-14

Date


Director's Signature

P.O. Box 232, Olivehurst, CA 95961.
Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

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: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Interim Director
Pamela Morasch, Deputy Director *pm*
Health & Human Services Department

DATE: August 12, 2014

SUBJECT: Approval of Third Amendment to the Agreement with Sierra Health Care

RECOMMENDATION: Board of Supervisors approval of the Third Amendment to the Agreement for Purchase of Commodities between the County of Yuba and Sierra Health Care for the purchase of healthcare products and durable medical equipment through the Multipurpose Senior Service Program (MSSP) Grant and authorize the Chairman to execute the Third Amendment to the Agreement is recommended.

BACKGROUND: The Health and Human Services Department (HHSD) administers the Multipurpose Senior Service Program (MSSP) Grant for the purpose of avoiding placement of frail older persons in nursing facilities and fostering their independent living in their own communities. Through the purchase and use of healthcare products and durable medical equipment, frail older persons will be able to stay safely in their homes longer.

DISCUSSION: Under the terms of the current Agreement, Sierra Health Care sells healthcare products and durable medical equipment to HHSD through the MSSP program. In addition to contracting with Sierra Health Care for MSSP commodities, HHSD was contracting with another vendor but that vendor did not renew their contract in June 2013. HHSD finds it in the best interest of the County and the MSSP clients to increase the maximum amount payable for the Sierra Health Care Agreement in order to pay for the additional commodity purchases expected through the term of the Agreement. This Third Amendment increases the maximum amount payable from \$40,000.00 to \$78,000.00 through the end of the term June 30, 2015.

COMMITTEE: The Human Services Committee was bypassed due to the routine nature of the item. There are no significant changes to the contract except for the amount, the increase has been budgeted and there is no impact to the County General Fund.

FISCAL IMPACT: The cost of the purchase of healthcare products and durable medical equipment purchased under the attached Agreement will be reimbursed with Federal and State funds through the Multipurpose Senior Service Program (MSSP) Grant. There will be no impact on County General Fund.

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**THIRD AMENDMENT TO THE AGREEMENT
FOR PURCHASE OF COMMODITIES
BETWEEN THE COUNTY OF YUBA
AND SIERRA HEALTH CARE**

This is the Third Amendment to the Agreement for Purchase of Commodities ("Agreement") between the County of Yuba, a political subdivision of the State of California, on behalf of its Health and Human Services Department, hereinafter referred to as "COUNTY," and Sierra Health Care hereinafter referred to as "CONTRACTOR," for the purpose of providing healthcare products and durable medical equipment to clients eligible for the Multipurpose Senior Services Program ("MSSP") for the period commencing July 1, 2013, and ending June 30, 2015. The purpose of this Third Amendment is to increase the base contract fee to accommodate the purchase of healthcare products and durable medical equipment. All other terms and conditions of the agreement entered into on May 28, 2013 shall remain in full force and effect.

This Third Amendment amends Section 4. FISCAL PROVISION, 4.1 MAXIMUM AMOUNT PAYABLE:

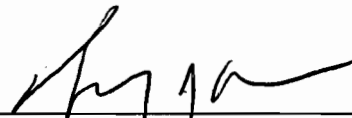
4.1 MAXIMUM AMOUNT PAYABLE. COUNTY shall pay CONTRACTOR an amount not to exceed Seventy Eight Thousand Dollars (\$78,000.00) for the purchase of healthcare products and durable medical equipment. In no event shall total compensation paid to CONTRACTOR for purchases made under this Provision 4.1 exceed Seventy Eight Thousand Dollars (\$78,000.00) without a formal written amendment to this Agreement approved by the Chair of the Yuba County Board of Supervisors.

All remaining provisions of the Agreement for Purchase of Commodities between the COUNTY and CONTRACTOR entered into on May 28, 2013, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment this _____ day of _____, 2014.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"
SIERRA HEALTH CARE

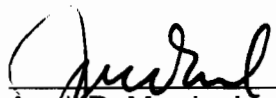


_____ Chair, Board of Supervisors

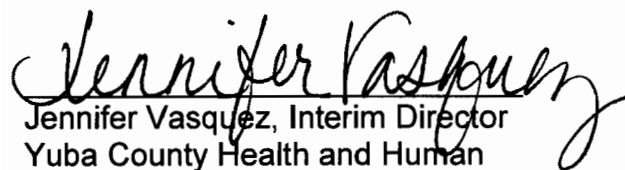
Terry Kearns
Director

APPROVED AS TO FORM:

By: _____


Angil P. Morris-Jones,
County Counsel

RECOMMENDED FOR APPROVAL:


Jennifer Vasquez, Interim Director
Yuba County Health and Human
Services Department

**YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT**

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

TO: Board of Supervisors
FROM: Martha K. Wilson, Director of Human Resources
DATE: August 12, 2014



RECOMMENDATION

Adopt the attached resolution authorizing the separation of assets in the Nationwide Deferred Compensation Plan between Yuba County and Yuba County Superior Court.

BACKGROUND

The County of Yuba and the Yuba County Superior Courts are in the process of operating as separate agencies and, as part of that process, separating assets and obligations.

DISCUSSION

The attached resolution represents the continued efforts to fully separate the County of Yuba from the Yuba County Superior Courts. The Superior Courts have established their own deferred compensation plan and the County now needs to transfer the funds covering the employees of the Superior Court to the new plan.

COMMITTEE

None – Administrative action only

FISCAL IMPACT

None – Administrative action only

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

**RESOLUTION AUTHORIZING SEPARATION
OF ASSETS IN THE NATIONWIDE DEFERRED
COMPENSATION PLAN BETWEEN YUBA COUNTY
AND YUBA COUNTY SUPERIOR COURT**

RESOLUTION NO. _____

WHEREAS, Yuba County (County) currently sponsors the Nationwide Deferred Compensation Plan ("Plan") which covers employees of both Yuba County and Yuba County Superior Court (Court); and

WHEREAS, Yuba County Superior Court has adopted the SUPERIOR COURT OF YUBA COUNTY Plan ("Courts Plan"); and

WHEREAS, County and Court desire to spin-off the portion of the Plan covering employees of Court; and

WHEREAS, in order to accomplish the spin-off of the portion of the Plan covering Court employees, the assets associated with such employees under the Plan need to be transferred directly to the Court's Plan.

NOW THEREFORE, BE IT RESOLVED that

- 1) The portion of the Plan covering Court employees shall be transferred to the Court's Plan.
- 2) All assets associated with the portion of the Plan transferred to the Court's Plan shall be transferred to the Trustee of the Court's Plan.
- 3) All liabilities associated with the portion of the Plan transferred to the Court's Plan shall be transferred to the Trustee of the Court's Plan.

4) All rights and obligations for the employees whose benefits are transferred to the Court's Plan shall solely be rights and obligations under the Court's Plan after such transfer occurs.

PASSED AND ADOPTED this _____ day of _____, 2014, by the Board of Supervisors of the County of Yuba by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

Chair

ATTEST:

Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM
COUNTY COUNSEL
ANGIL MORRIS-JONES

By _____



YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

TO: Board of Supervisors
FROM: Martha K. Wilson, Director of Human Resources
SUBJECT: Lactation Accommodation Policy
DATE: August 12, 2014



RECOMMENDATION

Approve the Lactation Accommodation Policy.

BACKGROUND

As required by State and Federal regulations, including Section 7 of the Fair Labor and Standards Act (FLSA), the County must make reasonable accommodations for a nursing mother.

DISCUSSION

It is the policy of the County to assist the transition of women back to work following the birth or adoption of a child by accommodating their lactation needs. The County's Lactation Accommodation Policy is based on State and Federal regulations and best practices. The establishment of a Lactation Accommodation Policy will formalize our compliance with these regulations and provide a standard response across all departments.

COMMITTEE

None – Administrative action only

FISCAL IMPACT

None – Administrative action only

County of Yuba
Human Resources &
Organizational Services
915 8th. St., Suite 113
Marysville, CA 95901



Lactation Accommodation Policy

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LACTATION ACCOMMODATION POLICY

The County of Yuba has adopted a policy to assist the transition of women from maternity leave back to work following the birth or adoption of a child by accommodating lactation needs.

State and Federal regulations require that employers provide a reasonable amount of time and an appropriate space to be used for the expression of breast milk, for an employee desiring to do so for a child.

POLICY STATEMENT

It is the policy of the Board of Supervisors that the County of Yuba shall:

- Assist mothers by reducing the need to take time away from work to express milk.
- Ensure that women who are pregnant or who have recently given birth to or adopted a baby know that breastfeeding will be accommodated by the County.
- Comply with the requirements of all applicable State and Federal regulations.

GUIDELINES

All women who breastfeed their children and who need to express milk during the working day will work with their supervisors and Human Resources to determine how best to accommodate the needs of the mother while still accomplishing the performance of their jobs. Accordingly, Human Resources and the employee's department will work with each nursing mother to determine a private area in which she may express milk. The County of Yuba will provide a location and a reasonable amount of time to accommodate employees who are nursing mothers. The following criteria will be utilized in attempting to accommodate the needs of the employee with the specific ability of the individual operations to meet these needs without interfering with regular County business:

Lactation Breaks:

- Women are encouraged to use their break and lunch time to express milk and any additional time will run concurrently with an employee's paid break time when possible.
- If an employee needs to take more than two breaks (not including their lunch time) to express milk, the supervisor and employee will agree upon a plan which might include the employee using personal time as approved and deemed practical by the County.
- Lactation schedule accommodations cannot disrupt County operations or services.

Facilities:

- A place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public.
- The location may be the place where the employee regularly works if there is adequate privacy, such as the employee's private office or a lockable conference room.
- Milk shall be placed inside a cooler-type or flexible-lunch type container and may be temporarily stored in County refrigerators. Breastfeeding women will provide their own containers. If a refrigerator is not available, mothers may bring in a small ice chest for storing breast milk, which should be appropriately sized for the work space or area in which it is to be placed.

REFERENCES

AB 2386 – Prohibits discrimination on the basis of sex, including for breastfeeding.

California Assembly Concurrent Resolution ACR 155 (1998) encourages employers to support the practice of breastfeeding, to accommodate the needs of lactating employees, and to provide facilities for breastfeeding and expressing milk.

Chapter 3.8, Section 1030, Part 3 of Division 2 of the Labor Code requires all California employers to provide a reasonable amount of break time and make a reasonable effort to provide a private space, other than a toilet stall, close to the employee's work area, to accommodate an employee desiring to express breast milk for her baby. The break time shall be unpaid if the break time does not run concurrently with the rest time authorized for the employee. An employer is not required to provide additional break time for pumping if taking break time beyond the usual time allotted for breaks would seriously disrupt the operations of the employer. Violation of this chapter is subject to a civil penalty of \$100/occurrence.

Fair Labor Standards Act, Section 7 – requires employers to accommodate breastfeeding.

Government Code 12926 - Prohibits discrimination for many reasons, including for breastfeeding.

REVISION RECORD

Established August 12, 2014

APPENDIX - RESOURCES

American Academy of Pediatrics (AAP) - www.aap.org

Information about AAP breast-feeding initiatives and the policy statement "Breast-feeding and the Use of Human Milk" are available on the Internet.

141 Northwest Point Blvd. ; Elk Grove Village, IL 60007

Contact: Betty L. Crase Email: bcrase@aap.org

LAMAZE International

This Society supports breast-feeding as a part of its educational curriculum for child-birth educators. Through its toll-free line, it serves as a resource to parents on child birth classes, pregnancy and parenting.

1200 19th Street, N.W. Suite 300; Washington, DC 20036-2422

Hotline: 800.368.4404

International Board of Lactation Consultant Examiners - www.iblce.org

This organization maintains a registry of current board-certified lactation consultants.

7309 Arlington Boulevard, Suite 300; Falls Church, VA 22042-3215

Contact: JoAnne W. Scott, Executive Director Phone 703.560.7330 Fax: 703.530.7332

Email: iblce@erols.com

International Lactation Consultant Association

This Association is an international organization representing lactation consultants.

201 Brown Avenue; Evanston, IL 60202

Contact: Jan Barger Phone: 708.260.8874

La Leche League International

This organization is an international organization recognized as an authority on breast-feeding. It offers a toll-free help line, professional and lay publications and mother-to-mother support groups in many communities.

9616 Minneapolis Avenue; Franklin Park, IL 60131

Hot Line: 800.525.3243

National Center for Education in Maternal and Child Health - www.ncemch.org

This organization is a national resource which provides information and educational sources as well as technical assistance to organizations, agencies, and individuals with maternal/child health interests.

2000 15th Street North, Suite 701; Arlington, VA 22201

National Healthy Mothers, Healthy Babies Coalition - www.hmhb.org

The HMHB is a recognized leader and resource in maternal and child health composed of more than 130 national, professional, voluntary and government organizations with a common interest in growing healthy families. Its purpose is to encourage culturally and linguistically appropriate services for pregnant women, new mothers and their families through educational activities and through sharing of information and resources.

121 North Washington Street, Suite 300; Alexandria, VA 22314 Attention: Director of Member Services

Phone: 703.836.6110

Fax: 703.836.3470

Email: ldunne@hmhb.org

Wellstart International

Wellstart International is a private, non-profit educational organization that emphasizes the promotion of breast-feeding. Wellstart is an internationally renowned resource for education and technical support, including an on-site training for health professionals in lactation management.

4062 First Avenue; San Diego, CA 92108

Phone: 619.295.5192

Fax: 619.574.8159

Email: inquiry@wellstart.org



COUNTY
DEPARTMENTS

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**RECEIVED**

JUL 17 2014

Clerk/Board of Supervisors

July 16, 2014

Yuba County Board Of Supervisors
 Attention: Chairman John Nicoletti
 915 8th Street Suite 109
 Marysville, CA 95901

Dear Chairman John Nicoletti:

We, the host of record for the INS-DHS California Northern Regional Sutter County Naturalization Of New Citizens presentation, extend to you and the outstanding members of your board, the privilege and honor of hosting for 2015.

Your multi-faceted support, positive input, sharing and attendance assisted us in making this year's, 2014, event a success. Thank you!

If, we can be of service to you for this wonderful event, in 2015, that honors both counties please let us know.

Sincerely,

Mary Alice Shumate
 Sutter County Services
 Library Literacy Coordinator

Tejinder Kaur
 Sutter County Services
 Lead Citizenship Instructor-Library Assistant II

Jagpal Singh
 Sutter County Services
 Citizenship Instructor-Advisor-Lead Volunteer

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SIERRA COUNTY

**Board of Supervisors
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830**



July 23, 2014

Yuba County Board of Supervisors
915 8th Street, Ste. 109
Marysville, CA 95901

RECEIVED

JUL 30 2014

Clerk/Board of Supervisors

Dear Chairman and Members of the Board:

The Sierra County Board of Supervisors has initiated an effort to engage the twenty two (22) counties of California that encompass the land area of the Sierra Nevada regarding fire severity and fire fuels/biomass conditions and recommended actions to develop and implement an action plan to mitigate ongoing and increasing fire severity conditions. We are requesting the immediate action by your Board of Supervisors in support of this campaign and ask that you give this your highest priority.

This campaign, adopted and initiated by the Sierra County Board of Supervisors on July 22, 2014, includes two very important resolutions-one being a proclamation of a state of local emergency throughout Sierra County and the second being a resolution requesting that all twenty-two counties adopt a similar resolution and proclamation for their respective county by August 15, 2014. These two actions will be the beginning of a campaign to develop a long-term and sustainable program to reduce wild land fire severity conditions on public and private lands.

I have attached the background report that was prepared for the actions taken by the Sierra County Board of Supervisors on July 22, 2014 and have also included the two adopted resolutions referenced in the opening paragraphs of this communication. Please review the background report as it describes the very fabric of our frustration with existing conditions and also provides greater detail in the approach and coordination to be expected following the actions being requested of your county.

We look forward to commencing a productive, effective, and sustainable program that is understandably of the highest priority to each of our counties and the actions requested of your county will be the beginning of what we hope to be a coordinated and successful effort.

Please send a copy of your adopted resolution to the Sierra Nevada Conservancy, Rural County Representatives of California, and California State Association of Counties. Please also forward a copy of your adopted resolution to the Clerk of the Sierra County

Board of Supervisors (PO Drawer D, Downieville, California, 95936 or email to HFoster@sierracounty.ca.gov) so we may track the progress of this effort between now and August 15. If you have questions or concerns, you may also reach me by email at sproen@aol.com or by calling 209-479-2770.

Thank you for your anticipated support of this effort and we look forward to organizing a most worthwhile program.

Sincerely,

Sierra County
Board of Supervisors

A handwritten signature in black ink, appearing to read 'P. Roen', with a stylized flourish at the end.

Paul Roen
Chairman of the Board

CC: Sierra Nevada Conservancy
Rural County Representatives of California
California State Association of Counties

BACKGROUND REPORT

WILD LAND FIRE SEVERITY

**Sierra County Board of Supervisors
Staff Background for Action Item
July 22, 2014 Meeting**

Agenda Item: A) Discussion regarding fire severity and fire fuels/biomass conditions throughout Sierra County and recommended actions to develop and implement an action plan to mitigate ongoing and increasing fire severity conditions and to begin an aggressive process for prevention of natural fuels and woody-biomass build up, catastrophic wildfire, and the continued condition of a lack of required fire protection investments in the County. B) Adopt resolution proclaiming a state of local emergency consisting of extreme fire severity conditions and natural fuel build up and accumulation. C) Adoption of resolution directing staff to proceed with an action plan to engage the Sierra Nevada Conservancy (SNC), Rural County Representatives of California (RCRC), California State Association of Counties (CSAC), the Governor of California and appurtenant State Natural Resource and policy agencies, and every California County located within the boundary of the Sierra Nevada Conservancy

Background: The Board of Supervisors has continuously availed itself of opportunities to comment and at times, actively participate in programs and with organizations that have proposed to seek solutions with federal and state agencies over the issues of forest health, declining forest conditions, woody-biomass build up, fire severity and risk, and fire safe planning programs. The Board of Supervisors has consistently expressed that its highest priority in the County is improving forest health and reducing fire severity within the forest regions of the County. Examples of such involvement taken up by the Board of Supervisors includes participation in the Quincy-Library Group (QLG), in the Sustainable Forest Action Coalition (SFAC), comments to USDA on the Forest Service Planning Rule (DEIS), comments to and direct participation in the Forest Service roundtable workshops, meetings with the Regional Forester of Region 5, and support for legislation at the Federal and State level responding to wildfire protection needs. Every effort by the County to identify issues and seek satisfactory solutions, whether on its own or in coordination with other counties or regional associations, have produced results that have been consistently unsatisfactory.

This County, more so than most California counties, is acutely aware of the need for proactive and effective communication with the Federal government since seventy per cent of its land base is publicly owned and under the management and direction of the United States Forest Service, United States Bureau of Land Management, and the California Department of Fish and Wildlife. Land management plans exist for these three primary land management agencies yet budget reductions, excessive regulatory burdens, and failure to implement methodologies to reduce the potential for catastrophic wildfire have all but paralyzed and stymied these agencies from any measurable progress. The status quo allows dire existing conditions to worsen and the risk for catastrophic fire events sits in the forefront within Sierra County and every county within the Sierra Nevada. Communications alone cannot produce the results that are required to create a

fire-safe environment. An aggressive and comprehensive program focused on creating a sustainable, safe, and productive forest health condition is urgently needed. It is these very counties and their respective forest communities that promote and carry out resource management activities and projects producing timber resources, agricultural products, clean air, mineral production, clean and abundant supplies of water, recreational opportunities, fishery and wildlife habitat, and so many other resources for the general public and the vastly increasing number of recreational visitors to these areas.

Sierra County has experienced a significant loss of social and economic infrastructure that is directly related to the reduction or cessation of programs and the inability of the Forest Service to deliver an effective and sustainable level of goods and services under current policy, direction, and budget. The loss of industry in the region, the loss of employment, and the spiraling social and economic impacts resulting from these conditions are devastating. These catastrophic wildfires cause an irretrievable loss of productive forest lands for generations and the loss of resource value forecloses on access to sawlogs, biomass, and goods and services that would have been derived from the burned landscape. These burned lands contain significant resource value including but not limited to watershed, water quality, wildlife and fishery, and recreation. This long-term loss of resource infrastructure significantly undermines community and regional stability. Sierra County alone in the recent past has lost thousands of productive acres through losses caused by the Crystal Peak, Cap, Indian, Treasure, Bassetts, Harding, Hirschdale, and Cottonwood fires. Equally devastating and what is approaching a region-wide condition characterized as “the perfect storm” is the paralysis that has developed in forest health management, fuels reduction, biomass removal, and wildfire prevention that has now been coupled with the most volatile and dangerous conditions imaginable for catastrophic wildfire.

Science and experience clearly indicates that future fires will be larger and more dangerous to people, resources, and other forms of life unless thinning proceeds on a pace and scale commensurate with this problem. The Regional Forester has for years outlined a goal of treating 500,000 acres annually statewide for ecological restoration by timber harvest, mechanical treatment, and biomass removal projects and has committed to increasing the pace and scale of such treatments to begin a sustainable program of reducing fuel loading and the severity of wildfire conditions. This goal and commitment has failed. Conditions worsen and ironically, a large annual volume of treated national forest acres comes off of salvage sales and restoration from previously forested lands now located within the boundaries of an extinguished and catastrophic wildfire. The recent Rim fire being just one of many examples of a self-fulfilling prophecy-fail to conduct fuel reduction treatments, ignore worsening conditions, observe a catastrophic wildfire obliterate thousands of acres of previously productive forest land, and then claim to approach the pace and scale outlined by the Regional Forester by harvesting the burned lands that were ignored from the outset.

Likewise, science indicates that the present forests are extremely over-dense and are unlikely to survive climate change and the impacts it will bring to the Sierra Nevada. A warmer climate could significantly increase the risk of uncharacteristic and destructive

wildfires and increase the susceptibility of forests to large-scale insect and disease epidemics. Climate change increases both the magnitude of the effort needed to restore and maintain forest health and the urgency of taking actions. Many species of plants and wildlife are threatened and endangered due to the combination of increased forest density and catastrophic wildfires.

Evaluate the facts and figures pertaining to the Rim fire which started in August 2013 and not extinguished until October 2013. Here we have the most devastating fire in recorded history for the Sierra Nevada and the third largest wildfire of record in California. Tuolumne and Mariposa Counties lost 257,000 acres or 400 square miles of productive timber land and valuable acreage within Yosemite National Park. There was (and still is) a record drought, a heat wave, a total lack of fuel reduction and attention to forest health and the Rim fire grew to 100,000 acres in just four days. It burned the back country areas of Yosemite National Park, a global attraction and national treasure. It threatened the water supply for the 2.9 million users from the City and County of San Francisco. Hetch-Hetchy Reservoir and three powerhouses were shut down impacting the entire power grid for the San Francisco Bay area. The fire burned so hot in vast areas that it killed a significant percentage of plant and animal life in its path and left a sterilized soil condition and landscape that will take generations to regenerate. The State of California expended \$127 million to fight this catastrophic wildfire.

Federal air quality standards and the resultant regulatory framework significantly hampers the number of acres that can be treated by controlled burn on Federal lands annually. The cited air quality impacts associated with controlled burns pale in comparison to the air quality impacts and pollutants that are dispersed into the atmosphere by wildland fires. It is imperative that revisions to the regulations and some form of configuration be implemented that allows the continued use of controlled burns as a method of forest treatment removing biomass and significant build up of natural fire fuels.

We have reached a point in the Sierra Nevada comparable to the threats to Lake Tahoe that were addressed in July of 1997 by the "Lake Tahoe Presidential Forum". Here President Clinton and Vice President Gore, after a series of workshops had identified issues and constraints, issued Executive Order 13057 establishing a formal "federal interagency partnership" charged with assuring coordination and efficient management of federal programs and projects and required a memorandum of agreement with the States of California and Nevada to facilitate financial resources to the region.

California, is experiencing the driest year in recorded State history and as a result, the conditions in Sierra County and the Sierra Nevada are categorized at a most dangerous and perilous level. The Governor of California in his January 17, 2014 declaration of drought emergency and his subsequent executive order has not advanced a proactive nor sustainable effort or program to coordinate programs and develop a long term strategy assessing and acting on the devastating potential for catastrophic wildfire.

Therefore, the Board of Supervisors continues to maintain as its highest priority, the reduction of fire fuels and the need to aggressively implement a sustainable program to reduce the risk of catastrophic wildfire by removing fuels and biomass from the public and private forested areas of the County and therefore it is imperative that immediate action be initiated to engage the twenty two counties of California that comprise the Sierra Nevada. This coordinated approach must be recognized by the appropriate Federal and State representatives and agencies, the twenty two counties, the twelve national forests, and agencies and organizations throughout the United States that the Sierra Nevada is a national treasure that is at peril in the absence of a proactive program to reduce fire hazard severity.

Recommendation:

- 1) Adopt a resolution proclaiming a local state of emergency in Sierra County based on fire severity conditions and buildup of fuels and biomass throughout the County and seek the concurrence of the Governor of California.
- 2) Adopt a second resolution directing staff to organize and implement communication with the twenty two counties of California that comprise the Sierra Nevada and request that each County adopt a similar resolution. Direction would also be given to coordinate and request the immediate and strong support and involvement of the Sierra Nevada Conservancy, Rural County Representatives of California (RCRC), and California State Association of Counties (CSAC) transmitting a consistent and strong message to the Federal and State agencies.
- 3) The resolution proclaiming a local state of emergency within the County should request that the Governor seek concurrence of the President of the United States over the Sierra Nevada-wide declaration of local emergency, asking for a process to be immediately implemented for the Sierra Nevada which emulates the “presidential forum” created for Lake Tahoe in 1997.
- 4) The second resolution should specify the multiple year funding needs and the specific topical areas that need to be addressed including but not limited to Sierra Nevada-wide forest condition assessments, restoration projects, modeling and monitoring to enhance decision making, forest thinning, biomass reduction, projects aimed at fire suppression improvements and infrastructure modifications to address fire response, wildland-urban interface (WUI) and project planning funds, and related uses.
- 5) The second resolution should set forth a structure for implementation of the “Sierra Nevada Presidential Forum” that requires a memorandum of agreement between the Secretary of Agriculture/Secretary of Interior and the State Secretary for Resources and through this memorandum, place the Sierra Nevada Conservancy in a prominent role for coordination and administration of this program. This organization is in place to provide strategic direction for the Sierra Nevada guided by four adopted areas of focus: healthy forests, preservation of ranches and agricultural land, watershed protection and restoration, and promotion of sustainable tourism and recreation. The Conservancy is properly postured to successfully implement this long-term program as it represents the

twenty two California Counties which comprise the Sierra Nevada and is responsible through program development and funding for 25 million acres or 25% of California's land area. The area served by the Conservancy contains areas of regional, statewide, national, and global significance including Yosemite Park, Sequoia Park, Kings Canyon Park, Lassen Volcanic Park, the Modoc Plateau, Owens Valley, Mono Basin, the Sierra Nevada Range, Mount Shasta, Mammoth Lakes and June Lake Loop, Lake Oroville, and numerous other treasures. This region contains thirty one watersheds, twelve (12) national forests, 600,000 residents, provides two thirds of California's water, and accommodates fifty million recreational visits per year.

The region clearly parallels the significance of Lake Tahoe and has never been more at risk. The status quo is unacceptable.

ADOPTED RESOLUTIONS

WILD LAND FIRE SEVERITY

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**PROCLAMATION OF LOCAL EMERGENCY
COUNTY OF SIERRA
STATE OF CALIFORNIA**

RESOLUTION 2014- 066

WHEREAS, County Ordinance 403 and Sierra County Code, Section 8.16.010 and following empowers the County Director of Emergency Services to request that the Board of Supervisors proclaim the existence or threatened existence of a local emergency when the County is affected or likely to be affected by a public calamity; and,

WHEREAS, the County Director of Emergency Services and the Board of Supervisors of the County of Sierra do hereby find that conditions of extreme peril to the safety of persons, property and public infrastructure have arisen affecting the communities of the County, the national forest system lands within the County, and the private timber and agricultural lands within the County caused by the uncontrolled build-up of natural fire fuels, posing a severe and ongoing threat of catastrophic wildfire in the County and in California; and,

WHEREAS, the management of lands, particularly regarding fire protection and fuel reduction, on national forest system lands under the jurisdiction of the United States Department of Agriculture-Forest Service is wholly inadequate, has long-been ignored, and is significantly under funded, placing Sierra County in significant peril and at great risk in the event that catastrophic wildfires occur in thereby destroying public resources, private property, businesses, and the natural environment; and,

WHEREAS, the irretrievable loss of productive forest lands for generations evidenced by the loss of goods and services originating from the public lands impacted by catastrophic wildfire; the insurance losses from catastrophic wildfires; the loss of valuable natural resources; the damage and/or loss of public and private property; the long-term devastation to local economies; the long-term negative impacts on the livelihood of local residents; and, the significant expenditure of public funding resulting from fire suppression efforts as well as infrastructure and resource restoration has risen to a critical point that demands an effective response and cooperative strategy among all levels of government to identify, plan, fund, and implement an effective public land fire protection strategy plan which includes planning, assessments, fuels reduction, and enhanced fire suppression and emergency response; and,

WHEREAS, these potential conditions are beyond the control of the services, personnel, equipment and facilities of Sierra County and the Federal and State agencies having fire suppression jurisdiction within the County and immediate region and the physical and fiscal impacts to the County of Sierra will be severe including but not limited to public utilities, public services, protection of property, emergency medical response, public schools, transportation, and the direct and indirect threats to business, lives, and property; and,

WHEREAS, the threat of wild land fire continues to be the highest priority assigned under the "Sierra County Hazard Mitigation Plan" developed in conformance with the

FEMA program entitled “Threat and Hazard Identification and Risk Assessment (THIRA)” program and this proclamation is made at a time when fuel conditions are extreme and all evidence clearly suggests that Sierra County is in peril and the County, including the “Sierra Nevada region” has never been more at risk with no relief in progress; and,

WHEREAS, the Governor of California declared a drought emergency for the entire State on January 17, 2014, and this declaration was based on the actual occurrence of the driest year on record in California, and while water-related actions have been initiated, no measurable strategy for long term and sustainable wild land fire-severity reduction appears eminent within Sierra County and within the boundaries of the Sierra Nevada as defined by the official boundaries of the Sierra Nevada Conservancy, a California State Agency, (which includes Sierra County and twenty one (21) other California counties) and hereinafter referred to as “Sierra Nevada region” and there exists no complementary action by Federal agencies to assess and react to the severity and perilous conditions facing the “Sierra Nevada region” related to catastrophic wildfire so therefore this proclamation implements a condition above and well beyond the scope of the January 2014 State drought-declaration of emergency; and,

WHEREAS, during the existence of said local emergency, the powers, functions, and duties of the Sierra County Office of Emergency Services shall be those prescribed by State law-Government Code 8630, Sierra County ordinances, and Sierra County resolutions and the County Director of Emergency Services shall proceed with formal notification to the State Office of Emergency Services, State legislative representatives, and the Governor of California with a request that he proclaim the County of Sierra to be in a state of emergency.

THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA HEREBY PROCLAIMS AND DECLARES a local state of emergency based upon the foregoing findings as there exists, extreme conditions of peril to the safety of persons, private property, national forest system lands, valuable watersheds, and public infrastructure within the County of Sierra.

BE IT FURTHER DECLARED that the individual counties comprising the “Sierra Nevada region” as defined herein being situated within the boundary of the Sierra Nevada Conservancy are urged to evaluate the risk and peril experienced within each individual county and determine if such a proclamation of local emergency is warranted and appropriate.

BE IT FURTHER DECLARED that the Governor of California is requested to confirm a state of emergency and seek a Presidential concurrence regarding the existing conditions in Sierra County and the “Sierra Nevada region”, providing the highest possible priority and recognition of the extreme peril being encountered by providing a comprehensive and coordinated strategy directed by the Federal government, in cooperation with State and local government, which emulates the former and successful “Lake Tahoe Presidential Forum” for the deteriorating natural conditions impacting the Lake Tahoe region and conducted in 1997, providing a plan, tasking agencies with specific direction, providing long-term funding, establishing a streamlined process for project delivery directed towards a long-term and sustainable reduction of fire hazard and fuel loading to protect public and private resources as well as the lives and property of Sierra County citizens and the public.

Adopted on the 22nd day of July, 2014 by the following vote:

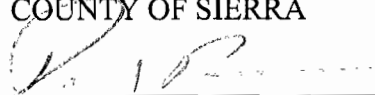
AYES: Supervisors..Huebner, Beard, Schlefstein, Roen

NOES: None

ABSENT: Supervisor..Adams


ABSTAIN: None

COUNTY OF SIERRA



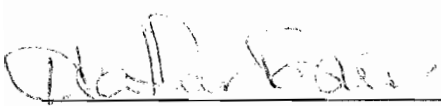
Paul Roen
Chairman, Board of Supervisors

APPROVED AS TO FORM:



James A. Curtis
County Counsel

ATTEST:



Heather Foster
Clerk of the Board

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF IMPLEMENTING A PROCLAMATION OF LOCAL
EMERGENCY THROUGHOUT THE SIERRA NEVADA REGION OF
CALIFORNIA AND REQUESTING SUPPORT OF THE BOARD OF
SUPERVISORS OF THE TWENTY TWO COUNTIES OF CALIFORNIA
COMPRISING THE SIERRA NEVADA**

RESOLUTION 2014- 067

WHEREAS, the Board of Supervisors of Sierra County adopted on July 22, 2014 a proclamation of local emergency based upon fire severity conditions and build up of fire fuels and biomass that places residents, public and private lands, and vast resources in great peril from losses due to catastrophic wildfire; and,

WHEREAS, the Board of Supervisors desires to organize a common recognition by all twenty two counties of California which comprise the land area of the Sierra Nevada of the severe threats to this region by catastrophic wildfire and requesting immediate response by State and Federal agencies to provide and fund a long-term and sustainable strategy for the Sierra Nevada including forest condition assessments, modeling and monitoring to enhance planning and decision making, forest health and restoration projects, and fire suppression improvements and infrastructure modifications to address fire preparations and response; and,

WHEREAS, the Board of Supervisors and the “common recognition by all twenty two counties of California” seeks the strong support and concurrence by the Governor of California, asking that the President of the United States concur with the proclamation of emergency and further requests a process or strategy be implemented immediately for the Sierra Nevada, emulating the “presidential forum” conducted, funded, and implemented for Lake Tahoe in 1997.

NOW, THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors strongly urges the Board of Supervisors of the twenty two counties of California comprising the Sierra Nevada to adopt a resolution containing similar, if not exact, language and content of the resolution adopted by the Sierra County Board of Supervisors, proclaiming a local state of emergency in their respective county no later than August 15, 2014 and direct an official copy of said declaration to the Governor of California, to their respective State and Federal legislative representatives, to the California State Association of Counties (CSAC), to the Rural County Representatives of California (RCRC), and to the Executive Director of the Sierra Nevada Conservancy (SNC).

BE IT FURTHER RESOLVED that the Board of Supervisors of the twenty two counties, in the adoption of its proclamation of local emergency, request that the Governor of California seek the concurrence of the President of the United States for an

immediate effort and strategy for the Sierra Nevada which emulates the "presidential forum" created for Lake Tahoe in 1997.

BE IT FURTHER RESOLVED that the Board of Supervisors of the twenty two counties, strongly convey its recommendation that the Sierra Nevada Conservancy be assigned a most prominent role in the organization, administration, and implementation of a long-term, sustainable program for the protection of the Sierra Nevada through programs and projects designed to reduce the severity of impacts to public and private lands from catastrophic wildfires.

ADOPTED by the Board of Supervisors of the County of Sierra on the 22nd day of July 2014, by the following vote:

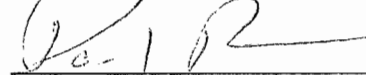
AYES: Supervisors Huebner, Beard, Schlefstein, Roen

NOES: None

ABSTAIN: None

ABSENT: Supervisor Adams

COUNTY OF SIERRA

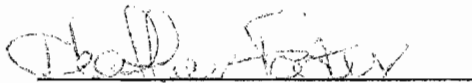


PAUL ROEN


CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:



HEATHER FOSTER
CLERK OF THE BOARD



JAMES A. CURTIS
COUNTY COUNSEL

The County of Yuba

333-14

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312



ROBERT BENDORF
COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE
AFFAIRS COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *R B/c*
RE: Yuba County Board of Supervisors Responses –
2013-2014 Grand Jury Final Report
DATE: August 12, 2014

RECOMMENDATION

It is recommended that the Board of Supervisors:

1. Receive and approve the Board of Supervisors' responses to the 2013-2014 Grand Jury Final Report for Cemetery Districts, Juvenile Hall and the Yuba County Airport.
2. Receive the Department Head responses to the 2013-2014 Grand Jury Final Report for Health and Human Services – Child Welfare Services, Public Works – Yuba County Resurfacing Plumas Lake Streets, Administrative Services - Yuba County Airport, and the Sheriff's Department - Yuba County Jail.

BACKGROUND

Each year, the Yuba County Grand Jury conducts evaluations and investigations of various entities and operations that serve residents at both the municipal and county levels. At the end of each session, the Grand Jury issues a comprehensive report that provides an overview of each investigation and subsequently offers Findings and Recommendations.

DISCUSSION

Of the evaluations and investigations conducted by the 2013-2014 Grand Jury, three are required to have responses from the Yuba County Board of Supervisors (refer to above) and four are required have responses from department heads (refer to above).

Attached to this memo are the Yuba County Board of Supervisors responses to findings and recommendations as required by law. Also attached are the department head responses to findings and recommendations as required by law. No action is required by your Board for the responses from appointed and elected officials.

COMMITTEE ACTION

This item is presented to the full Board and was not presented at the committee level.

FISCAL IMPACT

None

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The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



915 8th Street, Ste. 109
Marysville, California 95901
(530) 749-7510
(530) 749-7353 FAX

August 12, 2014

The Honorable Stephen M. Berrier
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: RESPONSE TO 2013-14 GRAND JURY – “Yuba County Cemetery Districts”

Dear Judge Berrier,

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2013-14 Grand Jury Final Report – “Yuba County Cemetery Districts.” Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. There is no established mechanism among the Yuba County cemetery districts for exchanging information about their experiences operating the cemeteries. A Yuba County cemetery district’s association would facilitate the exchange of knowledge and experience about best practices.

The Board of Supervisors agrees with this finding.

F2. The cost of the legally mandated annual audits has prevented many Yuba County cemetery districts from fully complying with this requirement. Nevertheless, it is in both the county government’s and public’s interest that tax supported agencies be financially accountable.

The Board of Supervisors agrees with this finding.

F3. Cemetery boards of trustees contact information is posted near the entrance at some cemeteries, but not all. In a few cases, prices and policies are posted at cemetery entrances, but this is the exception rather than the rule. None of this information is available online. All of this information should be readily available to the public at all cemeteries and online.

SUPERVISORS

Andy Vasquez – District 1 • John Nicoletti – District 2 • Mary Jane Griego – District 3 • Roger Abe – District 4 • Hal Stocker – District 5

The Board of Supervisors agrees with this finding.

RECOMMENDATIONS

- R1. The Yuba County Grand Jury recommends that the Yuba County cemetery districts form an association for the purpose of efficiently exchanging information about their experiences operating their respective cemeteries. A cemetery district's association would facilitate the exchange of hard-won knowledge and experience with best practices.***

The recommendation requires further analysis. As independent districts in which the County has no oversight, with the exception of appointing Board members as necessary, the County encourages the districts to work together in a manner that would create a greater degree of efficiency and economies.

- R2. The Yuba County Grand Jury recommends that the county and the districts explore ways that would permit the districts to obtain the required annual audits at a reasonable and affordable cost.***

The recommendation requires further analysis. Similar to numerous districts within Yuba County, the County does not have oversight over independent districts. While the County enjoys collaborative relationships with districts and local agencies, resources at the County to coordinate district audits are not available. However; the Grand Jury raises a valid point in that coordination between the districts would be beneficial to possibly achieve audit cost saving.

- R3. The Yuba County Grand Jury recommends that the county create a web page on its website for the cemetery districts that presents for easy public access, the information needed by the public to use the district's resources. The information should include: hours of operation, contact information for members of the board of trustees, prices and fees for services and information about how members of the public can support the missions of the districts. Dates, times and location of cemetery district's Boards of Trustees meetings should also be included. Community outreach posting might also appear here.***

The recommendation requires further analysis. As stated previously, the district receives limited funding to perform their necessary operations. The same is true with the County for its operations, albeit on a larger scale. Providing this service should be reimbursed to the County on a cost recovery basis. However; the County Administrator will work with the Clerk of the Board of Supervisors and the Chief Information Officer to determine what resources would be required to coordinate this ongoing operational issue for the district.

The Board of Supervisors thanks the 2013-14 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

John Nicoletti, Chairman
Yuba County Board of Supervisors

SUPERVISORS

The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



915 8th Street, Ste. 109
Marysville, California 95901
(530) 749-7510
(530) 749-7353 FAX

August 12, 2014

The Honorable Stephen M. Berrier
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: RESPONSE TO 2013-14 GRAND JURY – “Yuba County Juvenile Facilities”

Dear Judge Berrier,

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2013-14 Grand Jury Final Report – “Yuba County Juvenile Facilities.” Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. Staffing is minimally adequate to meet the needs of resident juveniles. Juvenile hall has been authorized to hire two new staff members in the near future.

The Board of Supervisors agrees with this finding.

F2. Current camera monitoring system and its ability to record is not adequate for the current needs of the facility.

The Board of Supervisors agrees with this finding in part. According to the Chief Probation Officer, this item has been discussed internally however with the new Tri-County Juvenile Hall currently in its construction planning phase, having a new camera system engineered and installed most likely will not result in efficiencies and not be economical with the design and placement of new cameras in the new facility.

SUPERVISORS

Andy Vasquez – District 1 • John Nicoletti – District 2 • Mary Jane Griego – District 3 • Roger Abe – District 4 • Hal Stocker – District 5

- F3. *Due to one on one, individually tailored policy changes, staff is instilling a sense of tolerance and respect in housed juveniles towards each other and members of the community.***

The Board of Supervisors agrees with this finding.

- F4. *Staff and volunteers within Juvenile Hall are well trained and show a level of care and concern towards the residents above what is expected.***

The Board of Supervisors agrees with this finding.

- F5. *The needs of housed offenders are being met, including an internal grievance system.***

The Board of Supervisors agrees with this finding.

RECOMMENDATIONS

- R1. *Yuba County Supervisors make additional funding available to the facility manager to maintain compliance with established State environmental standards.***

The recommendation has been implemented. As noted in the Grand Jury report, the painting of the facility was in progress. Funding was previously allocated by the Board of Supervisors for this project. The project has since been completed.

- R2. *Yuba County Supervisors provide funding to upgrade the existing inadequate security camera system.***

The recommendation has not been implemented, but will be implemented in the future. According to the Chief Probation Officer, this item has been discussed internally and the current system is meeting their needs. With the new Tri-County Juvenile Hall currently in its construction planning phase, having a new camera system engineered and installed, most likely will not result in efficiencies and not be economical with the design and placement of a new camera system in the new facility. The time frame for completion of the new facility is anticipated to be by 2016-2017.

The Board of Supervisors thanks the 2013-14 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

John Nicoletti, Chairman
Yuba County Board of Supervisors

SUPERVISORS



County of Yuba Board of Supervisors

District One ~ Andy Vasquez
District Two ~ John Nicoletti
District Three ~ Mary Jane Griego
District Four ~ Roger Abe
District Five ~ Hal Stocker

August 12, 2014

The Honorable Stephen M. Berrier
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: RESPONSE TO 2013-14 GRAND JURY – “Yuba County Airport”

Dear Judge Berrier:

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2013-14 Grand Jury Final Report – “Yuba County Airport”. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. *The Yuba County Airport has contracted with a local farmer to provide the equipment and labor to cut a perimeter fire break around the airport in exchange for agricultural use of some of the land.*

The Board of Supervisors agrees with this finding.

F2. *There is no formal accident response plan or planned airport related exercises with local emergency responders.*

The Board of Supervisors disagrees with this finding. Plans are on file with local emergency responders, particularly fire. In addition, Yuba County Emergency Services is planning an emergency response exercise for the Airport during the current fiscal year.

F3. *Ultra-light operations increase the safety risk at the airport and endanger other aircraft operations.*

The Board of Supervisors agrees with this finding, however as coordinated through the Yuba County Airport, there are regulations set forth regarding the operation of ultra-light aircraft at the airport.

F4. *The Airport Manager verbally approved the current ultra-light operating location.*

The Board of Supervisors agrees with this finding.

F5. *The Grand Jury found section 2.110.240, Security Requirements (County of Yuba Ordinance Chapter 2.110 Airport Rules and Regulations, dated 16 December 2008) does not state clearly the specific requirements for security gate operations or requirements for perimeter fencing.*

The Board of Supervisors agrees with this finding and concurs with the explanation as provided by the department head.

F6. *There is no daily log of inspections of all runways or taxiways for Foreign Object Debris (FOD), or lighting, windsocks, and airport general conditions.*

The Board of Supervisors agrees with this finding.

F7. *There is no runway or taxiway sweeping schedule at the airport other than prior to special events. No proper sweeping equipment is available to the airport other than rental through Yuba County Public Works.*

The Board of Supervisors agrees with this finding.

F8. *The airport is seriously lacking in airport building and hangar maintenance.*

The Board of Supervisors disagrees with this finding. While some of the buildings are aged, the hangars have long term occupants and while the County would like to see repairs occur more frequently, it is purely a resource challenge.

- F9. *There are many privately owned vehicles, trailers, and equipment that are stored near hangars without fees assessed or collected.***

The Board of Supervisors agrees with this finding.

- F10. *The Airport Manager Job Description is in need of updating to reflect the current responsibilities.***

The Board of Supervisors agrees with this finding.

- F11. *The airport does not have an oversight committee, or aviation group, that recommends improvements to the airport.***

The Board of Supervisors agrees with this finding.

- F12. *The airport lacks a well-documented complaint process. Currently, complaints are handled verbally by the Airport Manager.***

The Board of Supervisors agrees with this finding.

- F13. *Two airport employees have retired and there are no plans to replace them. The Airport Manager is the only airport employee and is responsible for the 24 hour operation of the airport.***

The Board of Supervisors disagrees in part with this finding. Both employees did separate employment with the County; however both did not retire. Regarding replacement of the employees, changes were made to consolidate efforts with airport maintenance and Buildings & Grounds staff has provided for more efficiencies.

- F14. *There are no scheduled inspections of the rental hangars or facilities.***

The Board of Supervisors disagrees with this finding as annual inspections do occur according to the Airport Manager.

- F15. *The Golden West Air Show has poor public attendance, is a loss to the county, and is not properly advertised in the local area. No local news media were used to advertise the air show.***

The Board of Supervisors disagrees in part with this finding. The Golden West Air Show has not had as good attendance as in past years; however the show is put on by Golden

West Aviation and not the County. The County is a sponsor. Ads were placed with local media.

F16. *The airport funding for improvements has been accomplished by Grants, federal funding, and very little by county funds.*

The Board of Supervisors agrees with this finding.

RECOMMENDATIONS

R1. *The Airport Manager establishes an accident response plan and schedule regular airport related exercises with the local emergency service responders.*

The recommendation has not yet been implemented, but will be implemented in the future. County Emergency Services is anticipating an exercise towards the spring / summer of 2015. As stated by the department head, an accident response plan is in place.

R2. *The Airport Manager:*

- ***Provide written authorization for ultra-light operations.***

This recommendation will not be implemented. Providing written authorization to each flyer is not feasible.

- ***Establish written procedures for safe operations, to include established ultra-light traffic patterns and altitudes.***

This recommendation has already been implemented, in part. FAA rules and a County ordinance is in place. The Board of Supervisors may consider directing the Airport Manager to enhance communication of the rules governing ultra-light use.

- ***Is encouraged to seek the assistance of knowledgeable local pilots at Yuba County Airport in establishing the new procedures.***

This recommendation has already been implemented and concurs with the efforts by the Airport Manager as stated in the department head response.

- ***Inform all local and transient pilots of ultra-light operations and procedures at Yuba County Airport.***

This recommendation will not be implemented, in part. Due to the individual users of ultra-light aircraft, it is difficult to make contact with all of them. However, the

Board will suggest the Airport Manager immediately construct an outreach effort to provide operation and procedure information to ultra-light aircraft users.

- ***Require all ultra-light users comply with all aspects of Federal Aviation Regulations (FAR), Part 103 concerning the operation of ultra-lights.***

This recommendation will not be implemented, as it is already the law. Enforcement of federal rules is the authority of the FAA and reference will be included in outreach efforts.

- ***Require Ultra-light operations at Yuba County Airport comply with all aspects of this regulation, and all other FAA airspace regulations.***

This recommendation will not be implemented, as it is already the law. Enforcement of federal rules is the jurisdiction of the FAA and reference will be included in outreach efforts.

- R3. *Yuba County establishes liability insurance coverage agreements with these ultra-light users.***

This recommendation will not be implemented, in part. Due to the individual users of ultra-light aircraft, it is difficult to make contact with all of them. However the Board will suggest the Airport Manager immediately construct an outreach effort to encourage liability insurance coverage to ultra-light aircraft users.

- R4. *The ultra-lights be moved to the west side of runway 14/32 where safe operations with other aircraft at the airport would be improved. If this is not feasible, strong consideration be given to terminating ultra-light operations at Yuba County Airport.***

This recommendation will not be implemented. This would require ultralight flyers to relocate onto actual airport property which would cause greater potential for conflict with aircraft, and would also put them in conflict with County ordinance which prohibits their use on actual airport operational land. The Airport Manager cannot legally prohibit ultra-light operations. And the FAA is the sole authority to determine whether any flight regulations have been violated.

- R5. *The Airport Manager update section 2.110.240, Security Requirements to include specific requirements for security gate operations and requirements for perimeter fencing.***

This recommendation will not be implemented. The current airport perimeter fencing is in compliance with Federal (FAA and TSA) rules and regulations.

R6. *The Airport Manager and Administrative Services Director:*

- ***Develop and use a written daily inspection checklist for all runways and taxiways for FOD, lighting, windsocks, or airport general condition.***

This recommendation will be implemented per discussion with the department head and Airport Manager and is anticipated to be in place in August 2014.

- ***Conduct inspections on the weekends and holidays when increased usage occurs to ensure safe aircraft operations.***

This recommendation will not be implemented. Yuba County Airport is a non-commercial, general aviation airport and resource allocation does not allow for weekend staff without reducing budget appropriations elsewhere.

- ***Develop and use a sweeping schedule for all runways and taxiways at the airport.***

This recommendation will not be implemented. While there is an existing debris vacuum used at the airport, County staff will explore options that are not cost prohibitive.

R7. *The Airport Manager develop an annual preventative maintenance schedule for all airport hangars and buildings.*

This recommendation will be implemented. Airport buildings and hangars will be added to the regular review rotation of County buildings by Administrative Services staff.

R8. *The Airport Manager removes unauthorized privately owned vehicles, trailers, and equipment that are stored on county property, and that a written log of authorizations and fees collected be maintained for authorized privately owned vehicles, trailers, and equipment stored on airport property.*

This recommendation has not yet been implemented but will be implemented in part this fiscal year to address concerns raised by the Grand Jury and consistent with the department head and airport manager's responses.

R9. *The Administrative Services Director revise and update the Airport Manager Job Description to reflect current duties and responsibilities.*

This recommendation will be implemented by requesting a review of the job specifications immediately with the intent to complete the review by the end of the current fiscal year.

- R10. *Establish an oversight committee or aviation group that recommends improvements to the airport.***

This recommendation requires further analysis. Previous efforts by the Airport Manager to accomplish this have been unsuccessful; however as the Airport has evolved over time it may be beneficial for the Board to revisit aviation inclusive options.

- R11. *The Airport Manager establish a written complaint process that includes a record of all complaints, and the resolutions.***

This recommendation will be implemented. Per discussion with the Department Head, the Airport Manager will add a link to its webpage to take advantage of the existing complaint process.

- R12. *The Airport Manager fill the positions vacated by the two employees who retired, in order to maintain airport operations.***

The recommendation will not be implemented because it is not reasonable. Funding for these positions has not been allocated in the Fiscal Year 2014-2015 budget. Considering the funding resources available, accommodations have been made to provide adequate maintenance coverage for the airport.

- R13. *The Golden West Air Show improve publicity and marketing.***

The recommendation will not be implemented because it is not warranted, as the Golden West Air Show is operated by Golden West Aviation who is responsible for publicity and marketing. The County will encourage them to improve and expand their marketing and will provide assistance where possible.

- R14. *Airport funding for improvements be obtained through a combination of grants, federal, state and county funds.***

This recommendation will be implemented in part. The airport is an enterprise fund and nearly all improvements are funded through state and federal grants. The use of County General Funds for the airport needs to have approval through the budgeting process and requires majority approval by the Board.

The Board of Supervisors thanks the 2013-14 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

John Nicoletti, Chairman
Yuba County Board of Supervisors

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

July 15, 2014

The Honorable Stephen W. Berrier
Yuba County Superior Court
215 5th Street, Suite 200
Marysville, CA 95901

RE: Response to 2013/2014 Grand Jury Findings and Recommendations

Dear Judge Berrier:

This letter, provided pursuant to California Penal Code Section 933, is the Yuba County Health and Human Services Department response to the 2013/2014 Grand Jury Final Report – Findings and Recommendations concerning the investigation into Child Welfare Services.

Please accept the following response:

Findings

F1. There were State mandated criteria followed by CWS staff before the removal of a child.

Agree with this finding.

F2. CWS staff follows established guidelines for due process. CWS's procedural steps are designed to protect the welfare of children through due process.

Agree with this finding.

F3. CWS supervisors and staff receive ongoing training.

Agree with this finding.

F4. CWS staff is deputized by the Yuba County Sheriff's Department.

Agree with this finding.

F5. CWS successfully utilizes an intern program to mentor, train and employ future social workers.

Agree with this finding.

Recommendation

R1. The Grand Jury recommends CWS staff continue the use of the intern program to mentor, train, and employ future social workers.

The recommendation has been implemented. We intend on continuing the partnership with universities to provide a comprehensive intern program.

We would like to thank the Grand Jury for their recommendation and interest in operations at the Health and Human Services Department.

Sincerely,



Jennifer Vasquez
Interim Director
Yuba County Health & Human Services



Tony Roach
Program Manager, Child Welfare Services
Yuba County Health & Human Services

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

CODE ENFORCEMENT
749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

July 21, 2014

The Honorable Stephen Berrier
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: RESPONSE TO 2013-14 GRAND JURY
"Yuba County Resurfacing Plumas Lake Streets"

Dear Judge Berrier,

This letter, provided pursuant to Penal Code Section 933.05, is the Public Works Director's response to the 2013-2014 Grand Jury Report – Findings and Recommendations concerning the resurfacing of Plumas Lake streets.

FINDINGS

F1. The source of funding for the recent resurfacing of Plumas Lake came from approximately 90-95% CSA Assessment and 5-10% of Yuba County funds.

Agree.

F2. The contractor selected for the resurfacing was selected through the Public Bid Standard as required.

Agree.

F3. The Yuba County Public Works Department did not adequately educate, or communicate with the public about resurfacing requirements, nor did they provide an estimated completion time.

Partially Disagree. While we agree it is desirous to meet with the public ahead of our work to educate them about different construction methodologies, this is not a legal requirement, nor do we necessarily have the available staff time to hold "town-hall"

meetings in advance of every County project. Also, every dollar spent on holding such meetings or printing additional notices, is a dollar less to spend on construction of the actual project itself. However, going forward, we intend to hold “town-hall” meetings in advance of construction for those projects that we anticipate may be contentious to some residents.

Additionally, notification of our projects is posted in the Appeal Democrat, and the plans and specifications are approved by the Board of Supervisors in open session prior to performing any work. This provides constructive notice to residents who may potentially be interested in learning more details about a particular project. The County’s contractor met all legal notification requirements regarding placement of advance warning signs notifying residents of impending “No Parking” on streets to be resurfaced, with dates of construction.

- F4. County residents as well as Plumas Lake residents are requested to report street maintenance needs to the Yuba County Public Works.*

Agree.

RECOMMENDATIONS

- R1. Yuba County Public Works maintain the source of funding for the future resurfacing of Plumas Lake streets.*

The recommendation has been implemented. The County currently maintains a source of funding for road maintenance on Plumas Lake streets, and will continue to do so going forward.

- R2. Yuba County Public Works maintain the process for contractor selection for the resurfacing through the Public Bid Standard as required.*

The recommendation has been implemented. We currently follow and will continue to follow state and federal law, as applicable, for public bidding requirements and contractor selection.

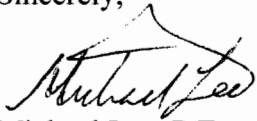
- R3. The Yuba County Public Works Department better educate and inform the public through public meetings in Plumas Lake as well as throughout Yuba County regarding paving and resurfacing requirements, and provide an estimated project completion time.*

The recommendation has been implemented. For certain projects in the past (primarily controversial projects), Public Works has held “town-hall” meetings, but not for all projects. We did not anticipate this particular project as being controversial, and as a result did not hold a meeting in advance of construction, but rather afterward in response to complaints. Going forward, we intend to continue holding “town-hall” meetings in

advance of construction for those projects that we anticipate may be contentious to some residents.

I would like to thank the Grand Jury for their efforts and valuable time spent working to improve local government services and look forward to working with the Grand Jury in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Lee", with a stylized flourish at the end.

Michael Lee, P.E.
Public Works Director

cc: Yuba County Board of Supervisors
Robert Bendorf, CAO



The County of Yuba

Department of Administrative Services

Doug McCoy, Director

(530) 749-7880

Suite 119, 915 8th St, Marysville, CA 95901

(530) 749-7884 fax

August 12, 2014

The Honorable Stephen M. Berrier
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: RESPONSE TO 2013-14 GRAND JURY – “Yuba County Airport”

Dear Judge Berrier,

Provided pursuant to Penal Code Section 933(c) are the comments from the Department of Administrative Services related to the findings and recommendations contained in the 2013-14 Grand Jury Final Report – “Yuba County Airport.” Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c). It’s also important to note the ‘Request for Responses’ asked for responses from both the Director of Administrative Services and the Airport Manager. What follows are our combined responses.

FINDINGS

F1. The Yuba County Airport has contracted with a local farmer to provide the equipment and labor to cut a perimeter fire break around the airport in exchange for agricultural use of some of the land.

Agree. The agreement allows the local farming operation to grow / harvest hay on our property in exchange for disking a fire perimeter around the airport.

F2. There is no formal accident response plan or planned airport related exercises with local emergency responders.

Disagree. There is a posted 'in an emergency' placard in every hangar to call 911 in an emergency, and a plan filed with all emergency responders in the area (including the FAA and the Yuba County Sheriff).

The airport and the local jurisdictions (primarily fire) do conduct emergency response drills and exercises at the airport at various times of the year. And Administrative Services has been working with the Office of Emergency Services to schedule multi-jurisdictional emergency response exercises.

- F3. Ultra-light operations increase the safety risk at the airport and endanger other aircraft operations.

Conditionally agree. Ultralights can be a safety risk to an airport and its patrons when operated outside of established rules and regulations or on airport property. Ultralight aircraft are required to follow the normal operating procedures when operating *on* the Yuba County Airport runways; meaning they have to behave and operate like an aircraft. But because they don't fly like a regular aircraft, the County has agreed to allow the ultralights to operate on adjacent county property; outside of the airport boundaries

- F4. The Airport Manager verbally approved the current ultra-light operating location.

Agree. The Yuba County Airport Manager (with the support of her leadership) *has* approved the location for ultralight aircraft. It is important to note the approved area is *outside* of dedicated airport operational property and is *not* within the security fence. The *approved* area is located on adjacent county property (not dedicated to airport operations) in the vacant field to the east of the airport on property adjacent to Arboga Road. (See attached map)

This location was identified by a cross-functional group in response to numerous neighborhood complaints when these ultralights / powered parachutes were using local streets to take off and land and were causing distress and disruption among the residents.

However, at no time has the Airport Manager authorized or approved the use of ultralights *ON* the airport property, runways or surrounding airport areas to operate in a manner that is outside the normal aircraft operating procedures. This is in accordance with Yuba County Ordinance 2.110.130.

- F5. The Grand Jury found section 2.110.240, Security Requirements (County of Yuba Ordinance Chapter 2.110 Airport Rules and Regulations, dated 16 December 2008) does not state clearly the specific requirements for security gate operations or requirements for perimeter fencing.

Agree. The Yuba County Airport is an 'uncontrolled,' non-commercial, general aviation airport with no scheduled passenger service. As such it is not required under federal regulations to have a security fence, gates, or other security perimeter. The airport does maintain a perimeter fence for flight safety (i.e., keep out wild animals and general unauthorized access). But it is not an FAA or TSA requirement for us to have a perimeter fence.

- F6. There is no daily log of inspections of all runways or taxiways for Foreign Object Debris (FOD), or lighting, windsocks, and airport general conditions.**

Agree. There is not a log maintained that documents the inspections that occur each weekday as performed by county maintenance personnel.

- F7. There is no runway or taxiway sweeping schedule at the airport other than prior to special events. No proper sweeping equipment is available to the airport other than rental through Yuba County Public Works.**

Agree. There is not a scheduled sweeping program. Although we disagree that cleanup of runways only happens for special events.

- F8. The airport is seriously lacking in airport building and hangar maintenance.**

Conditionally agree. There are not maintenance personnel solely dedicated to performing maintenance on the airport's buildings. The maintenance is performed by the County's Buildings and Grounds building maintenance team. This change made in July of 2013 has resulted in more frequent maintenance repair, faster response times, and improved quality of work. The Airport Manager has commented that the quality of maintenance has improved since the County's Buildings and Grounds Division has assumed responsibility for building maintenance at airport facilities.

And we agree the buildings are old and in need of constant care. Some date back to the 1940s, and as such need a lot of attention. At some point, they will need to be removed or replaced.

- F9. There are many privately owned vehicles, trailers, and equipment that are stored near hangars without fees assessed or collected.**

Agreed, there are vehicles and trailers parked adjacent to hangars. These are located there at the ends of the hangar rows in conjunction with their hangar agreements which state hangars are for aircraft-only storage, that no vehicle may be stored in front of or in back of a hangar, and that any other vehicle storage must be at the end of the hangar row.

There is one exception to note, a trailer has been allowed to be placed to house the Reach Air Medical pilots that must be available on very short notice (this is the one pictured in the report).

- F10. The Airport Manager Job Description is in need of updating to reflect the current responsibilities.**

Agreed. The Airport Manager job description was last reviewed in May of 1996.

- F11. The airport does not have an oversight committee, or aviation group, that recommends improvements to the airport.**

Agreed. There is no oversight or pilot group committee to oversee or review recommendations at the airport.

The airport did attempt to have an airport committee a number of years ago, but it was disbanded due to lack of participation.

The Airport Manager does conduct workshops and other outreach mechanisms whenever large projects or major changes are contemplated at the airport.

- F12. The airport lacks a well-documented complaint process. Currently, complaints are handled verbally by the Airport Manager.

Agreed. There is no complaint process specifically for the airport. There is, however, an established complaint process employed county-wide available through the county website. Complaints / comments are routed by the webmaster to the appropriate department and that department is responsible for investigating / resolving the claim.

Complaints may also be submitted directly to the Board of Supervisors through the 'Board Comments' link. These comments are routed to each Board member, and then forwarded to the appropriate department for resolution.

- F13. Two airport employees have retired and there are no plans to replace them. The Airport Manager is the only airport employee and is responsible for the 24 hour operation of the airport.

Agreed. Two employees have left / retired from the airport that have not been replaced. Of the two former positions, one was administrative in nature, and one was a dedicated maintenance staff person.

The workload formerly performed by the administrative support person, has been significantly reduced and deemed no longer needed. When the Airport Manager supported the Enterprise Zone and the tax voucher processing, there was significantly more administrative work to be done. With that program 'sunsetting' this year, there is much less to do to support it.

The work performed by the maintenance coordinator has been absorbed by the County's building and grounds team. This has actually proven to be a benefit to the airport as building maintenance can now dispatch a specifically skilled individual to perform a given task rather than what could be done previously by the one 'generalist.'

- F14. There are no scheduled inspections of the rental hangars or facilities.

Disagree. An annual inspection of the hangar facilities is currently performed each year as the fire extinguishers in each hangar are serviced. While staff is in each hangar, it is checked and evaluated for any potential issues.

Further, under the terms of the lease the Airport Manager, or his/her designee may enter a hangar at any time.

- F15. The Golden West Air Show has poor public attendance, is a loss to the county, and is not properly advertised in the local area. No local news media were used to advertise the air show.

Agreed / disagree. We agree the air show had poor attendance for the last several

years. The reasons for this low attendance are numerous.

Although we disagree that there was no marketing. Ads were placed in the local paper (Appeal Democrat) and several press releases were issued to local media. The decisions to run stories based on a press release lies with the paper's Editorial Board and are beyond our control. But it was widely advertised in aviation publications, the local media, websites, and various social media outlets.

The most important point however, is the Air Show is not an event put on by the County or the Airport. It is presented by Golden West Aviation Association, Inc. Golden West is a 501(c)3 non-profit corporation and their air show effort is 100% volunteer. While the County is a sponsor, along with numerous other local businesses (Toyota, Recology, Pepsi, F M Booth, KUBA, and many more) it does not manage or present the airshow in any way.

- F16. The airport funding for improvements has been accomplished by Grants, federal funding, and very little by county funds.

Agreed. Grants and other federal and state funding are the primary mechanisms by which the County Airport delivers capital projects.

RECOMMENDATIONS

- R1. The Airport Manager establishes an accident response plan and schedule regular airport related exercises with the local emergency service responders.

This recommendation has already been implemented; and further analysis will be done.

An accident response plan is already in place at the airport. Placards are posted in each hangar for any emergency should be called in to 911. Calling 911 should be the first priority of any accident whether it is a plane, pilot, local business or even the Airport Manager. Plus, the airport has a 'call tree' in place with emergency responders to disperse the message to the appropriate authorities.

However, the Airport Manager and the Administrative Services Director will review the existing plan with the County's Emergency Operations Manager to obtain another perspective on what else may be lacking in the current plan.

- R2. The Airport Manager:

- Provide written authorization for ultra-light operations.
This recommendation will not be implemented.

The ultralight flight community is not an organized group. This community is a loose confederation of flyers who know of an available area from which to fly their equipment. The Airport Manager is familiar with some of the frequent users, and they have been very willing to work with the Airport Manager to comply with all rules. But it is difficult to find a way to contact all flyers. They prefer to fly early mornings and/or late afternoon to early evening to minimize wind interference (usually outside of business hours). To provide written authorization to each flyer is not feasible given their independent nature and lack of being an official or cohesive group.

- Establish written procedures for safe operations, to include established ultra-light traffic patterns and altitudes.
This recommendation has already been implemented.

There are written / published rules and regulations for the use of ultralights and powered parachutes under FAA rules (FAR 103), County ordinance (2.110.130 and others) just as there are for any normal aircraft. To fly an ultralight craft does not require any type of piloting licensing or even a medical evaluation. Ideally, each flyer will have received some training in the use of this equipment (which would include some description of what is and is not legal), but it is not required to use one.

- Is encouraged to seek the assistance of knowledgeable local pilots at Yuba County Airport in establishing the new procedures.
This recommendation has already been implemented.

The establishment of these procedures, and the identification / selection of the proper place for these flyers to use has been the result of a large group effort that has included many folks inside and outside county government.

- Inform all local and transient pilots of ultra-light operations and procedures at Yuba County Airport.
This recommendation will be partially implemented.

The Airport Manager and the Director of Administrative Services will put together a hand-out of guidelines and requirements of using an ultralight craft in this area adjacent to the airport within the next 60 days. We will attempt to pass it out among the frequent ultralight users when they are on our property. It is important to note, because of the independent nature of these individuals, it is difficult to reach all of them to inform them of all local rules. But like any member of society they must be informed of the laws, and ignorance of them is no excuse, it is incumbent on each flyer to know the permissible behaviors.

- Require all ultra-light users comply with all aspects of Federal Aviation Regulations (FAR), Part 103 concerning the operation of ultra-lights.
This recommendation will not be implemented, as it is already the law.

As part of their training (for those that choose to obtain such training) they are made aware of FAR 103 which are the federal guidelines for ultralight operation. Enforcement of federal rules is the authority of the FAA.

- Require Ultra-light operations at Yuba County Airport comply with all aspects of this regulation, and all other FAA airspace regulations.
This recommendation will not be implemented, as it is already the law.

When errant behavior is observed, law enforcement will be (and is) called to deal with any infractions, but given the lack of an 'oversight organization' it is difficult to communicate with all members in any

organized way. Again, enforcement of federal rules is the jurisdiction of the FAA.

- R3. Yuba County establishes liability insurance coverage agreements with these ultra-light users.
This recommendation will be partially implemented.

As discussed above, the Airport Manager and the Director of Administrative Services will put together a hand-out of guidelines and requirements for using an ultralight craft in this area. Included in this handout will be language that communicates to each flyer, that by using this identified property for their take-offs and landings, they affirm they possess adequate liability insurance and that they hold the County harmless in the event of any accident. Again, it's important to note, this is an unorganized, autonomous group of individuals all acting independently. Short of 24 hour staffing at the airport, to devise a way to obtain and track coverage of each user, and verify they have done so before flying, is not feasible.

- R4. The ultra-lights be moved to the west side of runway 14/32 where safe operations with other aircraft at the airport would be improved. If this is not feasible, strong consideration be given to terminating ultra-light operations at Yuba County Airport.
This recommendation will not be implemented.

This would require ultralight flyers to relocate onto actual airport property which would cause greater potential for conflict with aircraft, and would also put them in conflict with County ordinance which prohibits their use on actual airport operational land.

The Airport Manager cannot legally prohibit ultralight operations. And the FAA is the sole authority to determine whether any flight regulations have been violated.

- R5. The Airport Manager update section 2.110.240, Security Requirements to include specific requirements for security gate operations and requirements for perimeter fencing.
This recommendation will not be implemented.

The current airport perimeter fencing is in compliance with Federal (FAA and TSA) rules and regulations. The airport has continued to supplement the fencing beyond those requirements, to maintain the safety of pilots and their aircraft, as funding permits.

The current ordinance does address the use of security cards at the gates:

2.110.240. - Security requirements.

The Airport may establish secure areas that require the use of access systems. All individuals, clubs, and FBO's using the Airport for private or commercial operations will familiarize themselves with the Airport security requirements. Failure to comply with the stated Airport security requirements will be cause for the Airport Manager to deny use of the Airport facilities.

- (1) Tampering with, interfering with, or disabling a lock or closing mechanism or breaching any other securing device at the Airport is prohibited.
- (2) Persons who have been provided a security card or device for the purpose of obtaining access to the Airport Operations Area shall only use Airport issued card or device and shall not distribute same to any person unless the Airport Manager provides prior written permission.

(3) Vehicle operators shall ensure that no other vehicles or persons gain access to the Airport Operations Area while the gate is in the process of closing. Operators shall wait until the gate has fully closed before proceeding. If vehicle operator cannot prevent such access by others, the Airport Manager shall be immediately notified.

R6. The Airport Manager and Administrative Services Director:

- **Develop and use a written daily inspection checklist for all runways and taxiways for FOD, lighting, windsocks, or airport general condition.**
This recommendation will be implemented.

Administrative Services will develop a checklist and maintenance log to track the daily inspections of the runways, lighting, and surrounding areas; expected implementation by September 1, 2014.

- **Conduct inspections on the weekends and holidays when increased usage occurs to ensure safe aircraft operations.**
This recommendation will not be implemented.

Yuba County Airport is a non-commercial, general aviation airport. The vast majority of the flight activity is on weekdays, and weekend traffic is significantly less. For the County to pay overtime for an employee to conduct visual inspections on weekends and holidays, estimated to be approximately \$8000 a year, would be expensive and is not a good use of taxpayer funds. The operational areas and field lights are inspected each Friday to prepare for weekend operations and each Monday for each maintenance issues that arose on the weekend. If a problem occurs on the weekend, pilots typically advise the Federal Aviation Administration who then immediately contact the Airport Manager for direction.

- **Develop and use a sweeping schedule for all runways and taxiways at the airport.**
This recommendation will not be implemented.

The County airport does not own a sweeper unit. Preliminary research shows these units to be expensive (used units start at an average \$20,000 to \$30,000). A unit was owned many years ago but it was not needed regularly and thus deemed not worth the cost of maintenance.

The airport does own an FOD unit that vacuums up debris and is used occasionally 'as needed' to clean the runway.

With daily visual inspections and occasional use of the FOD unit, the addition of a sweeper unit does not seem to warrant the investment.

R7. The Airport Manager develop an annual preventative maintenance schedule for all airport hangars and buildings.
This recommendation will be implemented.

In addition to the annual inspection of the hangar facilities performed annually as the fire extinguishers in each hangar are serviced, we will add additional inspections to the schedule. The County's Administrative Services Director, Facilities Manager, and Building Maintenance Supervisor conduct periodic

physical reviews of County facilities on a regular basis to review building condition, safety issues, and other building-related issues. They will add the airport buildings and hangars to this regular rotation.

- R8. The Airport Manager removes unauthorized privately owned vehicles, trailers, and equipment that are stored on county property, and that a written log of authorizations and fees collected be maintained for authorized privately owned vehicles, trailers, and equipment stored on airport property.
This recommendation will be conditionally implemented.

The Airport Manager will regularly review the trailers and other vehicles parked adjacent to hangars and validate they are done so within the terms of the hangar rental agreements, and that no one is 'camping' in them. Any unauthorized vehicles or trailers will be removed.

- R9. The Administrative Services Director revise and update the Airport Manager Job Description to reflect current duties and responsibilities.
This recommendation will be implemented.

The Administrative Services Director will coordinate with the Director of Human Resources to review the class specification for the Airport Manager and determine if any updates are needed. This will be done within 30 days.

- R10. Establish an oversight committee or aviation group that recommends improvements to the airport.
This recommendation will not be implemented.

This has been tried and was unsuccessful. The Airport Manager will, however, continue her outreach efforts for large projects and major changes, and continue to be as inclusive of the airport and surrounding community as possible.

- R11. The Airport Manager establish a written complaint process that includes a record of all complaints, and the resolutions.
This recommendation will be implemented.

The airport will add a link on its web page to better take advantage of the County's established complaint process. Responses will be logged and tracked.

- R12. The Airport Manager fill the positions vacated by the two employees who retired, in order to maintain airport operations.
This recommendation will not be implemented.

The Airport is an 'enterprise fund' meaning it is financially supported through the rents it collects on leases and any revenue from sale of airport property. The funding does not support the replacement of these two individuals, nor does the workload warrant it.

- R13. The Golden West Air Show improve publicity and marketing.
This recommendation will not be implemented.

The Golden West Air Show is not a County event, and neither the publicity nor the marketing of the event is the responsibility of the County. The County is a sponsor of

the event, along with numerous other local businesses but has limited input into how the event is marketed.

- R14. Airport funding for improvements be obtained through a combination of grants, federal, state and county funds.
This recommendation will be implemented.

Again, the airport is an enterprise fund. It is not supported through the General Fund, property taxes or other assessments. Nearly all improvements are funded through grants from the federal and state governments.

The Airport Manager has proven very adept at seeking out potential funding sources, whether they are federal, state or otherwise. When grants are identified, it takes the efforts of the Manager, the Administrative Services Director, the County Administrator and the Board of Supervisors to facilitate the application process. The County will continue to support the airport in that effort in every way possible.

The Department of Administrative Services thanks the 2013-14 Grand Jury for their dedication of time and commends each member for their valuable community service.

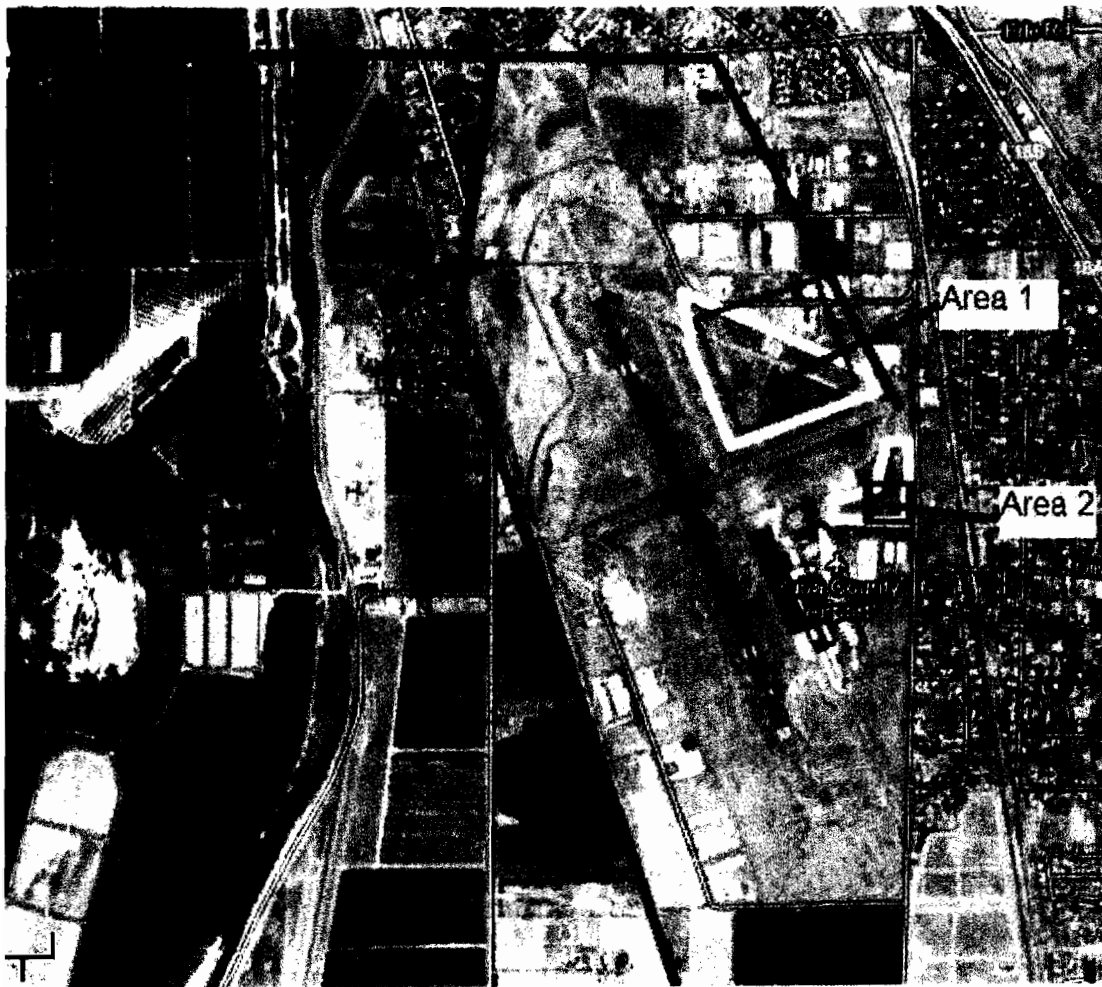
Sincerely,



Doug McCoy
Director,
Yuba County Administrative Services



Mary Hansen
Manager,
Yuba County Airport



proposed flying
training/area

proposed pattern
for closed traffic
(training mostly)

Area 1

Area 2

entry/departure
corridor for off
airport operations,
max altitude 400
feet until clear of
the lateral limits of
class E airspace
(begins at 700
feet for MYV)

Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901
Ph: 530-749-7777 • Fax: 530-741-6445

June 17, 2014

The Honorable Stephen W. Berrier
Yuba County Superior Court
215 5th Street, Suite 200
Marysville, CA 95901

RE: Response to 2013/2014 Grand Jury Findings and Recommendations

Dear Judge Berrier:

This letter, provided pursuant to California Penal Code Section 933, is the Yuba County Sheriff's Department's response to the 2013/2014 Grand Jury Final Report – Findings and Recommendations concerning the investigation into the Yuba County Jail.

We would like to express our thanks to the 2013/2014 Yuba County Grand Jury for their dedication and professional approach to their duties. It was a pleasure meeting with them and discussing our operations. Please accept the following response to the Grand Jury Findings and Recommendations:

YUBA COUNTY JAIL

Finding #1: The Yuba County Jail is operating efficiently with well trained staff

Response to Finding #1: Agree.

Finding #2: Additional funding is being provided for AB 109 requirements by the State of California.

Response to Finding #2: Agree.

Finding #3: The addition of a Registered Nurse is needed to meet additional medical needs.

Response to Finding #3: Agree. The Sheriff's Department is operating with 20 unfunded positions throughout the organization and one of those positions is a Correctional Facility Registered Nurse. As county revenues increase, we will be restoring unfunded positions and the Correctional Facility Registered Nurse is a priority position for restoration.

Finding #4: The jail staffing levels are currently increasing for active duty and reserve deputies

Response to Finding #2: Agree. We have been able to fund a previously unfunded Correctional Officer position (though others remain unfunded). We have also strengthened our Correctional Reserve program in order to cost effectively bolster staffing and reduce overtime costs.

YCSO Grand Jury Response

Page 2

Recommendation #1: *The Grand Jury recommends the Yuba County Jail be funded for the addition of a Registered Nurse to meet medical needs.*

Response to Recommendation 1: The recommendation has not yet been implemented but we hope to be able to restore funding to the position in the 2015-2016. The budget for 2014-2015 has been set and the position cannot be supported at this time. In the interim, we will identify funding for an extra-help nurse to ease the workload in jail medical.

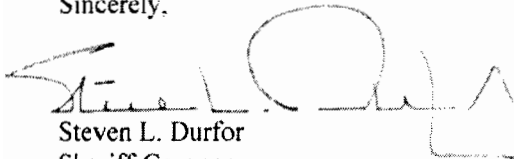
Commendation #1: *The Grand Jury commends the Yuba County Sheriff, the Jail Commander, and the jail staff for their dedication to the citizens of Yuba County.*

Response to Commendation #1: Although a response is not required for commendations, I would like to thank the Grand Jury for recognizing the good work done by the men and women working in the Yuba County jail. They are a hard-working, dedicated group whose efforts often go unrecognized. Correctional work is one if done well, the general public is unaware, but done poorly it is known by all. I am thankful for the staff working in the Yuba County Jail and the credit goes to them.

Conclusion

I would like to extend my thanks to the 2013/2014 Yuba County Grand Jury for their service and for the opportunity to respond to the findings and recommendations. I look forward to working with the 2014/2015 Grand Jury. If you have any questions, please feel free to contact me at 749-7779.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven L. Durfor". The signature is fluid and cursive, with a large loop at the end.

Steven L. Durfor
Sheriff-Coroner

cc: Yuba County Board of Supervisors



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: Resolution for Tax Revenue Exchange between the County of Yuba, the Plumas Brophy Fire Protection District and the Olivehurst Public Utilities District (Detachment of territory from the Plumas Brophy Fire Protection District)

DATE: August 12, 2014

RECOMMENDATION

Adopt the attached Resolution for Tax Revenue Exchange between the County of Yuba, the Plumas Brophy Fire Protection District and the Olivehurst Public Utilities District (Detachment of territory from the Plumas Brophy Fire Protection District).

BACKGROUND

As part of any annexation of property into a city, county or special district, or in this case a detachment, the entities that receive property taxes within the specified area must agree on what changes, if any, there will be for distribution of the property taxes. A proposal has been filed with the LAFCo Executive Officer to detach 35.69 acres of unincorporated territory within Yuba County from the Plumas Brophy Fire Protection District –LAFCo Project 2014-0001 Summerfield Estates Detachment).

DISCUSSION

The Olivehurst Public Utilities District Fire Department would assume emergency responses for the detached area if approved by LAFCO and the parties. Currently, the Plumas-Brophy Fire Protection District receives a share of local property tax from parcels located within two Tax Rate Areas (TRA's) in the area proposed for detachment.

The amount of local secured property tax for each TRA according to the Yuba County Auditor-Controller is: (also attached)

TRA 064-381	\$3,189.00
TRA 064-388	\$ 500.00

Section 99 of the Revenue and Taxation Code requires, before the LAFCo Executive Officer issues a certificate of filing for a proposed jurisdictional change, that an exchange of property tax revenue be negotiated between the affected agencies. Through discussions by the County Administrator with Chief Joe Waggshauser of the Wheatland Fire Authority and designated representative for the Plumas Brophy Fire Protection District and Tim Shaw, General Manager of the Olivehurst Utility District, the annual property tax revenue received by the Plumas Brophy Fire Protection District will be provided to the Olivehurst Public Utility District. This shall be effective consistent with the language contained in the attached resolution.

COMMITTEE ACTION

Due to the routine nature of the request, this item is being presented directly to the full Board

FISCAL IMPACT

None to Yuba County

The County of Yuba



Auditor-Controller

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

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

RECEIVED

JUL 7 - 2014

COUNTY ADMINISTRATOR

July 3, 2014

TO: YUBA COUNTY LAFCO

FROM: C RICHARD EBERLE, AUDITOR-CONTROLLER *RE*

SUBJECT: LAFCO 2014-0001 SUMMERFIELD ESTATES

Pursuant to Section 99 (b) Revenue & Taxation Code, our office is notifying you of the property tax revenue for the following property that is subject to a negotiated exchange.

Attached is a list of local agencies within the TRA (s) and the estimated property tax revenue. If you have any questions, feel free to call our office.

CRE/kmd

Cc: CAO, R Bendorf
Marysville Joint Unified School District
Yuba Community College
County Office of Education
Yuba County Water Agency
Plumas Brophy Fire District
Sutter Yuba Mosquito Abatement
Olivehurst Public Utility District

ANNEXATION REQUEST FROM PLUMAS BROPHY FIRE PROTECTION DISTRICT

SUMMERFIELD ESTATES

LAFCO # 2014-0001
 SECURED ASSESSMENT #
 SEE ATTACHED EXHIBIT "A" PER ASSESSOR

SECURED

TRA 064-381

Net Value of Change:	10,586,532
Divided by Current 13/14 Roll Value:	10,586,532
(Sec/Unsec/Non-Unitary)	
Equals % Decrease in Value:	100.00000%
Times Total Est. Rev. in TRA:	105,865
Est. Rev. for Value Change:	105,865

Times Allocation Factor for each Entity in TRA:	PRE ERAF	POST ERAF	Est. Revenue:	TRA Revenue:
01200 COUNTY OF YUBA	0.453582	0.222446	23,549	23,549
03400 MARYSVILLE JUSD	0.361886	0.361886	38,311	38,311
03500 YUBA COMMUNITY COLLEGE	0.071778	0.071778	7,599	7,599
03700 COUNTY SCHOOL	0.047821	0.047821	5,063	5,063
03800 ERAF	0.000000	0.231487	24,506	24,506
05300 YUBA COUNTY WATER AGENCY	0.009079	0.009079	961	961
06100 PLUMAS BROPHY FIRE	0.030470	0.030119	3,189	3,189
07000 SUTTER-YUBA MOSQ ABATEMENT	0.025384	0.025384	2,687	2,687
07100 OLIVEHURST PUD	0.000000	N/A	0	0

1.000000	1.000000	105,865	105,865
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ANNEXATION REQUEST FROM PLUMAS BROPHY FIRE PROTECTION DISTRICT

SUMMERFIELD ESTATES

LAFCO # 2014-0001
 SECURED ASSESSMENT #
 SEE ATTACHED EXHIBIT "A" PER ASSESSOR

SECURED

TRA 064-388

Net Value of Change:	1,658,600
Divided by Current 13/14 Roll Value:	1,658,600
(Sec/Unsec/Non-Unitary)	
Equals % Decrease in Value:	100.00000%
Times Total Est. Rev. in TRA:	16,586
Est. Rev. for Value Change:	16,586

Times Allocation Factor for each Entity in TRA:	PRE ERAF	POST ERAF	Est. Revenue:	TRA Revenue:
01200 COUNTY OF YUBA	0.453582	0.222446	3,689	3,689
03400 MARYSVILLE JUSD	0.361886	0.361886	6,002	6,002
03500 YUBA COMMUNITY COLLEGE	0.071778	0.071778	1,191	1,191
03700 COUNTY SCHOOL	0.047821	0.047821	793	793
03800 ERAF	0.000000	0.231487	3,839	3,839
05300 YUBA COUNTY WATER AGENCY	0.009079	0.009079	151	151
06100 PLUMAS BROPHY FIRE	0.030470	0.030119	500	500
07000 SUTTER-YUBA MOSQ ABATEMENT	0.025384	0.025384	421	421
07100 OLIVEHURST PUD	0.000000	N/A	0	0

1.0000000	1.0000000	16,586	16,586
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Exhibit "A"

APN#	TRA	APN#	TRA	APN#	TRA
014-190-025	64-388	014-650-027	64-381	014-650-067	64-381
014-190-032	64-388	014-650-028	64-381	014-650-068	64-381
014-190-041	64-388	014-650-029	64-381	014-650-069	64-381
014-190-042	64-388	014-650-030	64-381	014-650-070	64-381
014-190-046	64-388	014-650-031	64-381	014-650-071	64-381
014-190-047	64-388	014-650-032	64-381	014-650-072	64-381
014-190-048	64-388	014-650-033	64-381	014-650-073	64-381
014-190-049	64-388	014-650-034	64-381	014-650-074	64-381
014-201-018	64-388	014-650-035	64-381	014-650-075	64-381
014-201-071	64-388	014-650-036	64-381	014-650-076	64-381
014-220-002	64-388	014-650-037	64-381	014-650-077	64-381
014-220-003	64-388	014-650-038	64-381	014-650-078	64-381
014-220-021	64-388	014-650-039	64-381	014-650-079	64-381
014-220-040	64-388	014-650-040	64-381	014-650-080	64-381
014-650-001	64-381	014-650-041	64-381	014-650-081	64-381
014-650-002	64-381	014-650-042	64-381	014-650-082	64-381
014-650-003	64-381	014-650-043	64-381	014-650-083	64-381
014-650-004	64-381	014-650-044	64-381	014-650-084	64-381
014-650-005	64-381	014-650-045	64-381		
014-650-006	64-381	014-650-046	64-381		
014-650-007	64-381	014-650-047	64-381		
014-650-008	64-381	014-650-048	64-381		
014-650-009	64-381	014-650-049	64-381		
014-650-010	64-381	014-650-050	64-381		
014-650-011	64-381	014-650-051	64-381		
014-650-012	64-381	014-650-052	64-381		
014-650-013	64-381	014-650-053	64-381		
014-650-014	64-381	014-650-054	64-381		
014-650-015	64-381	014-650-055	64-381		
014-650-016	64-381	014-650-056	64-381		
014-650-017	64-381	014-650-057	64-381		
014-650-018	64-381	014-650-058	64-381		
014-650-019	64-381	014-650-059	64-381		
014-650-020	64-381	014-650-060	64-381		
014-650-021	64-381	014-650-061	64-381		
014-650-022	64-381	014-650-062	64-381		
014-650-023	64-381	014-650-063	64-381		
014-650-024	64-381	014-650-064	64-381		
014-650-025	64-381	014-650-065	64-381		
014-650-026	64-381	014-650-066	64-381		

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**BOARD OF SUPERVISORS
COUNTY OF YUBA**

RESOLUTION NO. _____

**(RESOLUTION PERTAINING TO TAX REVENUE EXCHANGE BETWEEN THE)
(COUNTY OF YUBA, THE PLUMAS BROPHY FIRE PROTECTION DISTRICT)
(AND THE OLIVEHURST PUBLIC UTILITY DISTRICT [DETACHMENT OF)
(TERRITORY FROM THE PLUMAS BROPHY FIRE PROTECTION DISTRICT])**

WHEREAS, under the provisions of Proposition 13 adopted in 1978, the distribution of property taxes within each county became the responsibility of the County Board of Supervisors; and

WHEREAS, Proposition 13 failed to make any provision for the redistribution of these taxes, as a result of reorganization of the cities and districts within the County; and

WHEREAS, Revenue and Taxation Code Section 99(b) designates the Yuba County Board of Supervisors as the agency responsible for deciding what sort of property tax revenue exchanges should occur in the case of special district annexations and detachments within the County; and

WHEREAS, Section 99 of the Revenue and Taxation Code requires, before the LAFCo Executive Officer issues a certificate of filing for a proposed jurisdictional change, that an exchange of property tax revenue be negotiated between the affected agencies; and

WHEREAS, a proposal has been filed with the LAFCo Executive Officer to detach 35.69 acres of unincorporated territory within Yuba County from the Plumas Brophy Fire Protection District –LAFCo Project 2014-0001 Summerfield Estates Detachment; and

WHEREAS, negotiations have been held between the County of Yuba and the Plumas Brophy Fire Protection District.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Yuba as follows:

1. Upon finalization of LAFCo Project 2014-0001, any Plumas Brophy Fire Protection District, property tax revenues generated from within the subject area shall be governed by this resolution and shall be allocated as follows:

Base Property Tax:

The base property tax revenue currently allocated to the Plumas Brophy Fire Protection District shall be distributed to the Olivehurst Public Utility District. Taxes for County General Fund and all local taxing agencies shall not be changed as a result of this detachment.

Future Incremental Property Tax:

The future incremental property tax allocated to the Plumas Brophy Fire Protection District shall be allocated to the Olivehurst Public Utility District. Any future incremental property tax allocated to the County General Fund and all other local taxing entities shall not be changed as a result of this detachment.

2. This determination is made without prejudice to any future jurisdictional changes and does not establish a precedent for making future determinations pursuant to Section 99 of the revenue and taxation code.
3. The Clerk is directed to file a certified copy of this resolution to the Yuba Local Agency Formation Commission, the County Administrative Office, the Auditor of the County of Yuba, the Plumas Brophy Fire Protection District and the Olivehurst Public Utility District.
4. Upon completion of the LAFCo proceedings, the Yuba County Auditor-Controller is hereby directed to distribute the property tax revenues for taxing agencies within the detachment area in accordance with this resolution.

BE IT FURTHER RESOLVED the County Administrative Officer, is hereby to authorized to sign any documents pertaining to implementation of this resolution and to act as the Board of Supervisors representative in above related property tax exchange matter.


The foregoing property tax revenue exchange resolution was **passed and adopted** at a regular meeting of the Board of Supervisors of the County of Yuba held on the 12th day of August, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chair

ATTEST: _____
Donna Stottlemeyer
Clerk to the Board of Supervisors

APPROVED AS TO FORM:



Angil Morris-Jones
County Counsel



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*
Donna Stottlemeyer, Clerk of the Board of Supervisors *DS*
RE: Legal Publications
DATE: August 12, 2014

RECOMMENDATION

It is recommended that the Board of Supervisors consider options for publication of legal notices and provide direction as appropriate.

BACKGROUND

Throughout the year on numerous occasions, the County is required to place legal publication notices in a newspaper of general circulation. On an annual basis, the Clerk of the Board's office will place approximately 17 legal publications and other County departments place them as well.

Over the last several decades, the only newspaper of general circulation to publish legal notices for the County has been the Appeal-Democrat. In a petition granted by the Yuba County Superior Court in February 2014, the Territorial Dispatch is now a newspaper of general circulation, which allows them the ability to publish legal notices.

DISCUSSION

The owner of the Territorial Dispatch has approached the County for consideration of the County to publish legal notices in their newspaper. Considering the concerns and accusations expressed, staff is requesting direction from the Board of Supervisors.

The following is an informational summary regarding the needs of the County for legal publications and a brief summary of both newspaper operations.

Yuba County – Legal Publications

The County is required to publish numerous legal notices during the course of a year. These notices range from hearings for adoption of ordinances, fire mitigation fees, notice of assessment appeal filing period, environmental impact reports, budget adoption, and various others.

Time frame requirements and the number of publications for a particular topic can be unique. At minimum, most publications are required one time at least ten days prior to

Board consideration. Notices regarding fees require two publications ten days prior to adoption with five days intervening between dates.

The following are legal publications submitted by the Clerk of the Board for the last two calendar years, including legal publications, to date, for 2014. Most legal publications done by the County exceed the minimum charge (see attached rate sheets).

Calendar Year 2012	24
Calendar Year 2013	11
Calendar Year 2014	17

Territorial Dispatch

Business Office:	City of Marysville
Newspaper of General Circulation:	Yes (Effective February 2014)
Print Copy:	Weekly – dated on Wednesday (delivery begins Tuesday and concludes Wednesday).
Distribution: (Weekly)	Unknown
Print Deadline:	Friday at Noon
Legal Publication Rates:	Attached
Legal Publications for Public Agencies:	Two agencies

Appeal-Democrat

Business Office:	City of Marysville
Newspaper of General Circulation:	Yes
Print Copy:	Daily (delivery is daily)
Distribution: (Daily)	20,179 for Yuba County (Includes cities of Marysville and Wheatland)
Print Deadline:	Three days prior to publication*
Legal Publication Rates:	Attached
Legal Publications for Public Agencies:	Sutter County, Yuba County, Colusa County, City of Yuba City, City of Marysville, City of Wheatland, City of Live Oak (have not confirmed special districts or schools)

COMMITTEE ACTION

Staff recommends that this item be presented directly to the full Board.

FISCAL IMPACT

Based on current legal publication rates provided by both newspapers, the per column inch rate of the Territorial Dispatch is approximately 33% less than the Appeal-Democrat. The stated minimum rate for the Territorial Dispatch is approximately 10% less than the Appeal-Democrat.

APPEAL-DEMOCRAT

Legal Rates **March 1, 2014 – December 31, 2014**

Rate Per Col. Inch	\$ 24.16
Minimum Charge	\$ 93.48
Alcoholic Beverage License (1 time)	\$ 94.81
Alcoholic Beverage License (3 times).....	\$ 191.34
FBNS (New, Withdrawal, Abandonment) (4x)	\$ 153.93
Each Additional Partner Listed	\$ 10.00
Order To Show Cause (Name Change) (4x)	\$ 377.02
Summons (Family & Short Form) (4x)	\$ 550.22
Notice of Petition to Administer Estate (3x)	\$ 550.22

1530 Ellis Lake Drive, Marysville, CA 95901

Email: adlegals@appealdemocrat.com

(530) 749-4734 FAX: (530) 749-8393

Mey Saechao, Legal Advertising Representative

TERRITORIAL DISPATCH

Serving Yuba-Sutter-Colusa-Nevada Counties

Legal Publication Effective February 2014

Rate Per Col. Inch..... \$15.00
Minimum Charge..... \$85.00

Prices include "Affidavit of Publication" that will be mailed after the last published date.

Deadlines: Legal Notices must be finalized by Friday at noon for the following Wednesday's paper.

To submit legal notices by email, use a word document as an attachment to tina.territorial@yahoo.com.

ContactTina 530-743-6643



*ORDINANCES
AND
PUBLIC HEARINGS*

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**YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT**

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

DATE: July 22, 2014
TO: Board of Supervisors
FROM: Martha K. Wilson, Human Resources Director



RECOMMENDATION

Adopt the attached ordinance adopting an amendment to the existing contract between the County of Yuba and the Public Employees' Retirement System Board of Administration to include Section 21548 (Pre-Retirement Option 2W Death Benefit) for service credit accumulated on and after the effective date of this amendment to contract for Local Safety members.

DISCUSSION

During contract negotiations with the Deputy Sheriff's Association (DSA), Management Sheriff's Association (MSA) and Probation Peace Office Association (PPOA) the County agreed to research and implement the Pre-Retirement Option 2W Death Benefit for CalPERS Safety Retirement members. This benefit is already afforded to the CalPERS Miscellaneous Retirement members.

The attached Ordinance is required for CalPERS to continue the process of the contract amendment and allows the County to implement the benefit. It is anticipated this contract amendment will be final and in effect by September 1, 2014.

COMMITTEE

None – Administrative Only.

FISCAL IMPACT

An actuarial valuation for the adoption of this plan amendment determined that the change in present value of benefits would be \$332,177, resulting in a minimal change to the total employer rate of 0.095%. For FY 14/15, this translates into \$8,599 General Fund and \$1,575 non-General Fund, to be absorbed by impacted departments.

ORDINANCE NO. _____

**TITLE 3: PERSONNEL – ADDING CHAPTER 3.40.041: AN ORDINANCE
ADOPTING AN AMENDMENT TO THE EXISTING CONTRACT BETWEEN THE
COUNTY OF YUBA AND THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM
BOARD OF ADMINISTRATION**

The following ordinance consisting of five (5) 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 the _____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By: _____



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

Section 1. This ordinance shall take effect immediately upon passage, pursuant to Government Code Section 25123 and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California, and thenceforth and thereafter the same shall be in full force and effect.

Section 2. That an amendment to the contract between the Board of Supervisors of the County of Yuba and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 3. The Chairman of the Board of Supervisors is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 4. Title III, Chapter 3.40 of the Yuba County Ordinance Code as it relates to the contract between the Board of Administration, California Public Employees' Retirement System and the County of Yuba is hereby amended to include section 3.40.041 as follows:

"The Board of Supervisors of the County of Yuba has entered into a contract with the Board of Administration, California Public Employees' Retirement System effective February 1, 1960, and witness December 30, 1959, and as last amended July 1, 2007. Pursuant to Government Code sections 20460 et seq., the Board of Supervisors hereby approves an additional Amendment to Contract in the form presented to it on July 22, 2014, and on file with the Clerk of the Board of Supervisors to include Section 21548 (Pre-Retirement Option 2W Death Benefit) for service credit accumulated on and after the effective date of this amendment to contract for local safety members."

Section 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Supervisors
County of Yuba

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective February 1, 1960, and witnessed December 30, 1959, and as amended effective March 1, 1964, November 1, 1973, October 1, 1977, October 1, 1979, January 1, 1982, July 6, 1989, June 30, 1992, July 1, 1993, June 24, 1999, August 15, 2003, April 1, 2007 and July 1, 2007 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Yuba County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective July 1, 2007, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:

PLEASE DO NOT SIGN "EXHIBIT ONLY"

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members and age 50 for local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after February 1, 1960 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- a. County Peace Officers (included as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **FIREFIGHTERS.**
6. As of November 1, 1972 and prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to September 30, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
9. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation).
 - b. Section 21573 (Third Level of 1959 Survivor Benefits).
 - c. Section 20965 (Credit for Unused Sick Leave).
 - d. Section 21024 (Military Service Credit as Public Service).
 - e. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local miscellaneous members and for service credit accumulated on and after the effective date of this amendment to contract for local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- f. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).
- 10. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on October 1, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 12. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
COUNTY OF YUBA

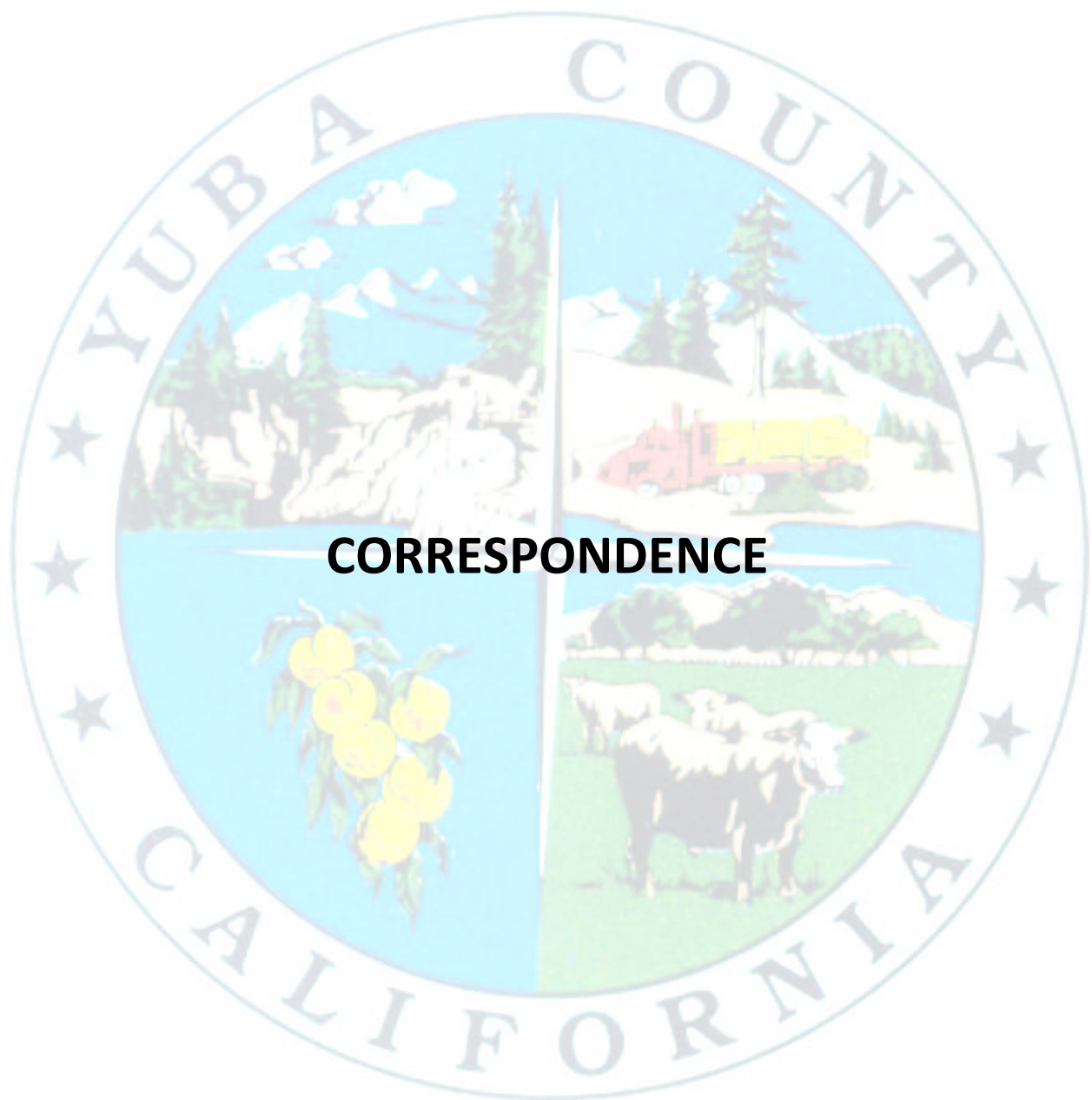
BY _____
RENEE OSTRANDER, ACTING CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk





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Commissioners
Michael Sutton, President
 Monterey
Jack Baylis, Vice President
 Los Angeles
Jim Kellogg, Member
 Discovery Bay
Richard Rogers, Member
 Santa Barbara
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

A

RECEIVED

JUL 17 2014

Clerk/Board of Supervisors

CALIFORNIA FISH AND GAME COMMISSION NOTICE OF RECEIPT OF PETITION

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2073.3 of the Fish and Game Code, the California Fish and Game Commission, on June 10, 2014, received a petition from the Center for Biological Diversity to list the flat-tailed horned lizard (*Phrynosoma mcallii*) as endangered under the California Endangered Species Act.

Flat-tailed horned lizards inhabit the Colorado and Sonoran Deserts in southeastern California, the extreme southwestern portion of Arizona, and into Baja California and Sonora, Mexico. The species is restricted to hot, arid desert habitats typically below 1,000 feet in elevation.

Pursuant to Section 2073 of the Fish and Game Code, on June 12, 2014 the Commission transmitted the petition to the California Department of Fish and Wildlife for review pursuant to Section 2073.5 of said code. It is anticipated that the Department's evaluation and recommendation relating to the petition will be received by the Commission at its December 3, 2014 meeting.

Interested parties may contact Ms. Laura Patterson, Department of Fish and Wildlife, 1812 Ninth Street, Sacramento, CA 95811, or telephone 916-341-6981, for information on the petition or to submit information to the Department relating to the petitioned species.

June 27, 2014

Fish and Game Commission

Sonke Mastrup
 Executive Director

Commissioners
Michael Sutton, President
Monterey
Jack Baylis, Vice President
Los Angeles
Jim Kellogg, Member
Discovery Bay
Richard Rogers, Member
Santa Barbara
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

July 14, 2014

RECEIVED
JUL 17 2014
Clerk/Board of Supervisors

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Receipt of Petition to list the flat-tailed horned lizard as endangered under the California Endangered Species Act. This notice was published in the California Regulatory Notice Register on July 11, 2014.

Sincerely,

Sheri Tiemann
Associate Governmental Program Analyst

Attachment



B

Memo

Date: Wednesday, July 16, 2014
Project: Draft IS-MND – Yuba County Water Agency
To: Yuba County Administrative Services
915 8th Street
Marysville, CA 95901
From: Emily Burger, HDR Engineering, Inc.

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

Subject: Draft IS-MND to be available for 30-Day Public Review

On behalf of the Yuba County Water Agency, HDR Engineering, Inc. is providing a copy of the Draft Initial Study / Mitigated Negative Declaration (IS/MND) to be available at a place of public viewing at the Yuba County Administrative Services office for a 30-day review and comment period. The review period begins on Saturday, July 19 and ends on Sunday, August 17, 2014. Please have the Draft IS/MND available during the entire 30-day period. Once the review period ends on August 17, you may recycle to document.

Should you have any questions, please contact me at 916-679-8751.

BOS CORRESPONDENCE B

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JUL 17 2014

hdrinc.com

2379 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833
T 916-679-8700 F 916-679-8701

Clerk/Board of Supervisors

**Notice of Availability of a Mitigated Negative Declaration
Yuba River Development Project, Log Cabin and Our House Diversion Dams
Sediment Management Plan**

The Yuba County Water Agency (YCWA) has prepared a Draft Initial Study/Mitigated Negative Declaration (IS/MND) to evaluate the potential environmental effects of a sediment management plan for Log Cabin Diversion Dam and Our House Diversion Dam.

Description of Proposed Project: The Project is located in Yuba, Sierra and Nevada counties, California, on the Middle Yuba River, and on Oregon Creek, a tributary to the Middle Yuba River. The proposed Log Cabin and Our House Diversion Dams Sediment Management Plan (Plan) area is located on private and National Forest System lands. The Plan contains information on two main activities – sediment passage and mechanical sediment removal – to manage sediment within the impoundments behind the diversion dams. The main features of the proposed Plan area are the: Log Cabin Diversion Dam and Impoundment (3.57 acres); Our House Diversion Dam and Impoundment (10.10 acres); Disposal Site 1 (9.51 acres); and access roads. The Draft IS/MND for the proposed Plan is written to cover 5 years or 100,000 cubic yards of mechanical sediment removal for the diversion dams.

Public Comments: The public is invited to comment on the Draft IS/MND prepared by YCWA. These comments should be received no later than August 17, 2014. Please include the name of the project in the subject line and send comments to: Robin Kent, c/o HDR Engineering, Inc., 2379 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833; robin.kent@hdrinc.com

Availability of Initial Study and Mitigated Negative Declaration: Copies of the Draft IS/MND are available for public review at the office of YCWA: 1220 F Street, Marysville, CA 95901; Yuba County Library: 303 Second Street, Marysville, CA 95901; and Yuba County Administrative Services: 915 8th Street, Marysville, CA 95901.

Project Information Repositories: YCWA, 1220 F Street, Marysville, CA 95901

REMINDER: Comments will be accepted by email and/or letter bearing a postmark through August 17, 2014. Please be sure to include your name, address, and telephone number in your correspondence, and reference the project name in the subject line of your e-mail or letter.



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

JUL 15 2014

Dear Ladies and Gentlemen:

American Basin Conservation Easement (High Ridge Ranch)
Yuba County
Project ID: 2012216

The Department of Fish and Wildlife (DFW), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program that is focused on the long-range protection and enhancement of habitat for fish and wildlife. Possible sites for acquisition are identified by the DFW in response to public interest, legislative mandate and departmental goals.

This letter is to advise you that the WCB will consider the allocation of a grant to the California Waterfowl Association to acquire a conservation easement across 226± acres for continued agricultural uses consistent with the preservation and enhancement of wildlife habitat. The property is located in Yuba County and identified as Assessor's Parcel Number: 005-060-017. This proposal is scheduled for the August 28, 2014, Board meeting. A copy of the preliminary agenda is enclosed for your review. A full agenda will follow within two weeks. You may view all agendas and minutes, and/or subscribe to receive them via email, on our website at www.wcb.ca.gov.

If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 445-0137.

Sincerely,

John P. Donnelly
Executive Director

Enclosure

cc: The Honorable Jim Nielsen
Member of the Senate
State Capitol, Room 4062
Sacramento, California 94248-0001

(cc's continued on the next page)

Yuba County Board of Supervisors
Page Two

The Honorable Dan Logue
Member of the Assembly
State Capitol, Room 4158
Sacramento, California 94249-0001

Tina Bartlett, Regional Manager
DFW, North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, California 95670

Jake Messerli, Vice President
California Waterfowl Association
1346 Blue Oaks Boulevard
Roseville, California 95678

DEPARTMENT OF FISH AND WILDLIFE

WILDLIFE CONSERVATION BOARD

1807 13TH STREET, SUITE 103
SACRAMENTO, CALIFORNIA 95811
(916) 445-8448
FAX (916) 323-0280
www.wcb.ca.gov

NOTICE OF MEETING
WILDLIFE CONSERVATION BOARD

August 28, 2014
10:00 AM
1/ State Capitol, Room 112
Sacramento, California 95814

PRELIMINARY AGENDA ITEMS

ITEM NO.

1. Roll Call
2. Funding Status - Informational
3. Special Project Planning Account - Informational
4. Proposed Consent Calendar (Items 5 – 14)
- *5. Approval of Minutes – May 22, 2014
- *6. Recovery of Funds

* Proposed Consent Calendar

1/ These facilities are accessible to persons with disabilities; more information on page x.

- *7. Swiss Ranch Conservation Easement, Expansion 5, \$500,000.00
Calaveras County

To consider the acquisition of a 329± acre conservation easement by the California Department of Fish and Wildlife for protection of oak woodland, conifer, mixed chaparral and important migratory deer habitat corridors connecting the upper and lower Sierra mountain and foothill areas for the Rail Road Flat deer herd, in Calaveras County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat, including native oak woodlands, to protect deer and mountain lions. [Habitat Conservation fund (Proposition 117), Fish and Game Code Section 2786(a)]

- *8. Santa Cruz Long-toed Salamander (King), \$40,000.00
Santa Cruz County

To consider the acceptance of a U.S. Fish and Wildlife Service Recovery Land Acquisition grant and an Environmental Enhancement Mitigation Program (EEMP) grant for a cooperative project with the Trust for Public Land to assist with the acquisition of 40+/- acres of land by the California Department of Fish and Wildlife for the protection of the Santa Cruz long toed salamander located southeast of the City of Aptos in Santa Cruz County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

- *9. San Joaquin River Parkway, Sycamore Island Pond \$73,000.00
Isolation, Planning and Design Augmentation,
Madera/Fresno County

To consider the allocation for an augmentation to and existing grant to the Department of Water Resources for a cooperative project with the San Joaquin River Conservancy (Conservancy) to complete preliminary and final design, prepare analyses and environmental review in compliance with CEQA, and prepare permit documents to allow for the enhancement of riparian habitat and the stabilization of ponds on the Conservancy's Sycamore Island property in Fresno and Madera Counties adjacent to the San Joaquin River. The purposes of this project are consistent with the proposed funding source, which allows for the acquisition, development, rehabilitation, restoration and protection of land and water resources located within the boundaries of the San Joaquin River Conservancy. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002 (Proposition 40), Public Resources Code Section 5096.650(b)(5)]

- *10. San Joaquin River Parkway, San Joaquin Hatchery Public Access and Trail Augmentation, Fresno County \$300,000.00

To consider the allocation for an augmentation to an existing grant to the California Department of Water Resources to improve public fishing access and enhance riparian habitat on the San Joaquin River and to improve recreational access to the Department of Fish and Wildlife's San Joaquin Hatchery within the San Joaquin River Parkway, located on the south bank of the San Joaquin River one quarter mile downstream of the Highway 206 bridge in Fresno County. The purposes of this project are consistent with the proposed funding source that allows for river parkway projects identified by the San Joaquin River Conservancy. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75050(f)]

- *11. Amargosa Tecopa Hot Springs, Expansions 1 – 3, Inyo County \$29,550.00

To consider the acquisition of 4+/- acres and a conservation easement over 2+/- acres of land by the California Department of Fish and Wildlife and the acceptance of a U.S. Fish and Wildlife Service Recovery Land Acquisition grant for the protection of wetland and upland habitat areas supporting the State and federally-listed endangered Amargosa vole and the Amargosa niterwort, located in the community of Tecopa Hot Springs, in Inyo County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

- *12. Allensworth Ecological Reserve, Expansion 41-49, Tulare County \$0.00

To consider the acquisition of 12 separate parcels of land totaling 29+/- acres by the California Department of Fish and Wildlife for the protection of habitat supporting the San Joaquin kit fox and other rare species found within the Allensworth Ecological Reserve and to enhance habitat linkages and connectivity, located near the city of Earlimart in Tulare County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which is being provided by the California Department of Corrections Statewide Electric Fence Project mitigation fund assigned to CDFW.

- *13. Western Riverside MSHCP (2013) - North Peak El Toro, \$95,000.00
Riverside County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Land Acquisition grant and the approval to subgrant these federal funds to the Western Riverside County Regional Conservation Authority (Authority); and to consider a Wildlife Conservation Board (WCB) grant to the Authority to acquire in fee 47± acres of land in western Riverside County for the protection of habitat that supports threatened and endangered species; and to increase regional wildlife habitat corridors and linkages located within the Western Riverside County Multiple Species Habitat Conservation Plan. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities naturally exist. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

- *14. Western Riverside MSHCP (2013) - Patterson, \$160,500.00
Riverside County

The proposal is to consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Land Acquisition grant and the approval to subgrant these federal funds to the Western Riverside County Regional Conservation Authority (Authority); and to consider a Wildlife Conservation Board (WCB) grant to the Authority to acquire in fee 29± acres of land in western Riverside County for the protection of habitat that supports threatened and endangered species; and to increase regional wildlife habitat corridors and linkages located within the Western Riverside County Multiple Species Habitat Conservation Plan. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities naturally exist. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

15. Sacramento River Boating Access, Red Bluff River Park, \$970,000.00
Tehama County

To consider the allocation for a grant to the City of Red Bluff (City) for a cooperative project with the Department of Parks and Recreation, Division of Boating and Waterways, to construct a boat launch facility compliant with the Americans with Disabilities Act that includes a 2-lane boat ramp, improved parking, a new restroom, picnic areas and pedestrian paths. The proposed project is located on property owned by the City and the State Lands

Commission, in the City of Red Bluff in Tehama County. The purposes of this project are consistent with the authorized uses of the proposed funding sources, which allow for the development of public access facilities for hunting, fishing and other wildlife compatible recreational activities. [Wildlife Restoration Fund, Local Assistance and the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

16. Leininger and C&R Ranches Habitat Improvement, \$500,000.00
Tehama County

To consider the allocation for a grant to the Tehama County Resource Conservation District, for a cooperative project with the landowners, the U. S. Natural Resources Conservation Service, and the U. S. Fish and Wildlife Service to improve water features and enhance wildlife habitat on two ranches in Tehama County: the Leininger Ranch and the C&R Ranch, located approximately ten miles east and 17 miles west of the City of Corning, respectively. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for projects to assist farmers in integrating agricultural activities with ecosystem restoration and wildlife protection. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(d)(4)].

17. Truckee River Watershed Forest Enhancement, \$965,000.00
Sierra/Nevada County

To consider the allocation for a grant to the National Forest Foundation for a cooperative project with the U.S. Forest Service, the Sierra Nevada Conservancy, Trout Unlimited, and the Truckee River Watershed Council to protect and enhance habitat, restore forest stand ecology and reduce fuel loads in the federally-owned Tahoe National Forest, located generally ten miles north of the City of Truckee in Nevada and Sierra Counties. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for forest conservation and protection projects in order to promote the ecological integrity and economic stability of California's diverse native forests through forest conservation, preservation and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

18. American Basin Conservation Easement (High Ridge Ranch), Yuba County \$795,000.00

To consider the allocation for a grant to the California Waterfowl Association to acquire a conservation easement over 226± acres of land for the protection of giant garter snake, Swainson's hawk, and black rails, and wetlands , located near the City of Marysville, in Yuba County. The purposes of this acquisition project are consistent with the proposed funding sources, which allow for the acquisition of habitat to protect rare, endangered threatened or fully protected species [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786 (b/c)], and for the acquisition, enhancement or restoration of wetlands . [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786 (d) , Inlands Wetlands Conservation Program].

19. El Dorado Ranch Phase 1B El Dorado and Amador Counties \$4,810,000.00

To consider the allocation for a grant to the American River Conservancy (ARC) for a cooperative project with the California Natural Resources Agency and the Department of Fish and Wildlife to acquire in fee 1,059± acres of land for the protection and preservation of riparian, woodland and native fisheries habitats, and to provide potential future wildlife oriented public use opportunities on land fronting the Cosumnes River, located approximately 15 miles south of the City of Placerville in El Dorado and Amador counties. The purposes of this project are consistent with the authorized uses of the proposed funding sources, which allow for the acquisition and protection of riparian and oak woodland habitats, watershed areas, corridors linking separate habitat areas, prevention of habitat fragmentation and for the development of public access facilities for hunting, fishing and other wildlife compatible recreational activities. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

20. Mark West Creek (McCullough II), Sonoma County \$2,510,000.00

To consider the allocation for a grant to the Sonoma County Agricultural Preservation and Open Space District to acquire in fee 275+/- acres of Salmonid/Steelhead habitat, located northeast of Santa Rosa in Sonoma County's Mayacamas Mountains, in Sonoma County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, development, rehabilitation, restoration and protection of habitat to promote the recovery of threatened and endangered species, to provide corridors linking separate habitat areas

to prevent habitat fragmentation, and to protect significant natural landscapes and ecosystems and other significant habitat areas. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

21. Martinelli Ranch Conservation Easement, \$1,510,000.00
Marin County

To consider the allocation for a grant to the Marin Agricultural Land Trust to acquire a conservation easement over 238± acres of land for the protection of threatened and endangered species habitat and significant wildlife corridors, located west of Bolinas Lagoon in Marin County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, development, rehabilitation, restoration and protection of habitat to promote the recovery of threatened and endangered species, to provide corridors linking separate habitat areas to prevent habitat fragmentation, and to protect significant natural landscapes and ecosystems and other significant habitat areas. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

22. Alameda County Stock Pond Habitat Enhancement, \$200,000.00
Alameda County

To consider the allocation for a grant to the Alameda County Resource Conservation District, for a cooperative project with the landowners, the U.S. Natural Resources Conservation Service, and the State Coastal Conservancy to enhance wildlife habitat on existing stock ponds on private properties in Alameda County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for projects to assist farmers in integrating agricultural activities with ecosystem restoration and wildlife protection. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(d)(4)]

23. Cemex Santa Cruz Mountains Forest \$10,060,000.00
Conservation Easement,
Santa Cruz County

To consider the allocation for a grant to Save the Redwoods League for a cooperative project with the Land Trust of Santa Cruz County, Peninsula Open Space Trust, Semprevirens Fund and the State Coastal Conservancy to acquire a forest conservation easement over 8,532± acres of working forest lands, forest reserve areas and habitat linkages, located near the town of Davenport in Santa Cruz County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which

allows for forest conservation and protection projects in order to promote the ecological integrity and economic stability of California's diverse native forests through forest conservation, preservation and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Fish and Game Code Section 75055(a)]

24. San Joaquin River Parkway, Owl Hollow Improvements, \$860,340.00
Fresno County

To consider the allocation for a grant to the San Joaquin River Parkway and Conservation Trust, Inc. (Trust) for a cooperative project with the San Joaquin River Conservancy for the construction of public access, recreation, and education improvements at the Trust's Owl Hollow property, a six-acre site located along the San Joaquin River one and a half miles east of Highway 41, in Fresno County. The purposes of this project are consistent with the proposed funding source that allows for river parkway projects identified by the San Joaquin River Conservancy Board. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75050(f)]

25. Salinas River Riparian Enhancement, \$1,110,000.00
Monterey County

To consider the allocation for a grant to Resource Conservation District of Monterey County for a cooperative project with the Monterey County Agriculture Department, the Monterey County Water Resources Agency and Central Coast Wetlands Group to conduct a watershed-based, invasive non-native plant control and riparian restoration project along the Salinas River between Soledad and the Monterey County line in Monterey County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout to protect or enhance a flood protection corridor or bypass. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 1E)]

26. Cayucos Fishing Pier Replacement, \$750,000.00
San Luis Obispo County

To consider the allocation for a grant to San Luis Obispo County for a cooperative project with the State Coastal Conservancy and the Community Foundation of San Luis Obispo County to replace the Cayucos Fishing Pier,

located on property owned by the Department of Parks and Recreation and the State Lands Commission in the City of Cayucos, San Luis Obispo County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the development of public access facilities for hunting, fishing and other wildlife compatible recreational activities. [Wildlife Restoration Fund, Local Assistance]

27. Pismo Preserve, \$4,010,000.00
San Luis Obispo County

To consider the allocation for a grant to The Land Conservancy of San Luis Obispo County for a cooperative project with the State Coastal Conservancy and others to acquire in fee 879± acres of land to protect native grasslands, oak woodlands, coastal scrub and wildlife corridors, and to provide the potential for future wildlife oriented public use opportunities near Pismo Beach in San Luis Obispo County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to prevent habitat fragmentation, and to protect significant natural landscapes and ecosystems and other significant habitat areas. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

28. Careaga Canyon Ranch Conservation Easement, \$1,383,000.00
Santa Barbara County

To consider the acceptance of a project under the Natural Heritage Preservation Tax Credit Act and the authorization to reimburse the General Fund for the amount of the tax credit claimed by the landowner. The Land Trust of Santa Barbara County will accept the donation of a conservation easement over 401+/- acres of land to protect wildlife corridors and habitat for the California tiger salamander near the city of Santa Maria in Santa Barbara County. The purposes of this project are consistent with the Natural Heritage Preservation Tax Credit Program and the proposed funding source, which allows for the acquisition of habitat to prevent habitat fragmentation, and to protect significant natural landscapes and ecosystems and other significant habitat areas. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

29. Gateway Ranch, \$1,660,000.00
Los Angeles County

To consider the allocation for a grant to The Trust for Public Land for a cooperative project with the City of Santa Clarita to acquire fee title to 302 +/- acres of land for protection of upland coastal scrub, oak woodland,

coastal watersheds and important habitat linkages located near the intersection of Interstate 5 and Highway 14 between the San Gabriel Mountains and Santa Susana Mountains, south of the City in Los Angeles County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species and coastal upland and coastal watershed lands in southern California. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a), Section 2786 (a)(Proposition 50I) and and Section 2786(b/c) (Proposition 50 SoCal)]

30. CDFW Vegetation Classification and Mapping, Phase II, \$1,560,000.00
Statewide

To consider the allocation for a grant to the California Department of Fish and Wildlife to support the existing Vegetation Classification and Mapping Program, which creates high-resolution, detailed vegetation maps that are used to identify high-value acquisition lands and restoration targets and for the development of land management plans. The purposes of this project are consistent with the authorized uses of the proposed funding source, which can be used for the development of scientific data, habitat mapping and other research information necessary to determine the priorities for restoration and acquisition statewide. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)]

31. Strategic Plan Action

To consider adopting the Wildlife Conservation Board Strategic Plan. The Plan provides a high-level blueprint for WCB decision-making and establishes the primary framework for implementing the WCB vision over the next five years.

PERSONS WITH DISABILITIES

Persons with disabilities needing reasonable accommodation to participate in public meetings or other CDFW activities are invited to contact the Department's Reasonable Accommodation Coordinator Melissa Carlin at (916) 651-1214 or Melissa.Carlin@wildlife.ca.gov. Reasonable Accommodation requests for facility and/or meeting accessibility should be received by August 4, 2014. Requests for American Sign Language Interpreters should be submitted at least two weeks prior to the event, and requests for Real-Time Captioners at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met.

Preliminary Agenda for August 28, 2014, WCB Board Meeting

If a request for an accommodation has been submitted but is no longer needed, please contact the Reasonable Accommodation Coordinator immediately.

The County of Yuba



339-14

D

Auditor-Controller

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

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

July 17, 2014

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901

Honorable Members:

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

BROWNS VALLEY CEMETERY DISTRICT
BROWNS VALLEY CEMETERY DISTRICT

JUNE 30, 2012
JUNE 30, 2013

Yours truly,

A handwritten signature in black ink, appearing to be "R. Eberle", written over a horizontal line.

C. Richard Eberle
Auditor-Controller

CRE/kmd
Enclosure (1)

RECEIVED

JUL 21 2014

Clerk/Board of Supervisors

BOS CORRESPONDENCE D

The County of Yuba

Auditor-Controller

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

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



RECEIVED

JUL 28 2014

July 22, 2014

Clerk/Board of Supervisors

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901

COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

CAMP FAR WEST IRRIGATION DISTRICT

JUNE 30, 2012

Yours truly,

A handwritten signature in black ink, appearing to be "R. Eberle", written over a horizontal line.

C. Richard Eberle
Auditor-Controller

CRE/kmd
Enclosure (1)

The County of Yuba

Auditor-Controller

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

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



July 21, 2014

RECEIVED

JUL 28 2014

Clerk/Board of Supervisors

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901

COPY OF REFERENCED
DOCUMENT OF 6/30/2013
CLERK OF THE BOARD

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

LINDA FIRE PROTECTION DISTRICT

JUNE 30, 2013

Yours truly,

A handwritten signature in black ink, appearing to read "C. Eberle", is written over a horizontal line.

C. Richard Eberle
Auditor-Controller

CRE/kmd
Enclosure (1)



RECEIVED

JUL 22 2014

E

THE COUNTY OF YUBA

OFFICE OF THE COUNTY ASSESSOR

Clerk/Board of Supervisors

Bruce Stottlemeyer
Assessor

Kimberly Heisch
Assistant Assessor

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

July 21, 2014

Subject: 2014/2015 Yuba County Assessment Roll Summary

Honorable Board Members:

The County Assessor's Office completed the 2014/2015 assessment roll on July 18, 2014. Completion of the assessment roll was within the extension of time granted by the California Board of Equalization pursuant to California Revenue and Taxation Code Section 155.

The total locally assessed value, including both the secured and unsecured rolls, *before* exemptions is \$5,185,992,624 which represents an increase of 7.335% when compared to the 2013/2014 assessment roll. After adjusting for allowable exemptions and reimbursements, and adding the State-Assessed Public Utility Roll, the total taxable value for the 2014/2015 assessment roll is \$4,973,308,320 which reflects an increase from the 2013/2014 assessment roll of 5.35%.

\$5,185,992,624	Total Locally Assessed Roll Value before Exemptions
- 535,248,837	Less: Allowable Exemptions
\$4,650,743,787	Total Net Local Roll Base
+ 73,799,077	Plus: Reimbursable Homeowner's Exemptions
+ 248,765,456	Plus: State-Assessed Public Utility Roll
\$4,973,308,320	Total Yuba County Taxable Value 2014/2015
\$4,973,308,320	Total Yuba County Taxable Value 2014/2015
\$4,720,614,928	Total Yuba County Taxable Value 2013/2014
5.35%	Percentage Increase in Taxable Value from 2013/14

Sincerely,

Bruce Stottlemeyer
Yuba County Assessor

cc: Robert Bendorf, Yuba County Administrator
Walter Munchheimer, Marysville City Administrator
Stephen Wright, Wheatland City Administrator
Craig Guensler, Superintendent, Wheatland School District
Scotia Holmes Sanchez, Ed.D., Superintendent, Yuba County Office of Education
Gay Todd, Superintendent, Marysville Joint Unified School District
Appeal Democrat, Editor
KUBA, Chris Gilbert
Territorial Dispatch, Editor

BOS CORRESPONDENCE E

BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION

UNITED STATES OF AMERICA

 In the Matter of the Application of

PACIFIC GAS AND ELECTRIC COMPANY

 For Subsequent License – Narrows No. 2
 Transmission Line Project located in Nevada and
 Yuba Counties, California

PROJECT NO. 2678-006

NOTICE OF INTERVENTION

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

 THOMAS R. GIBSON
 General Counsel

 NANCEE M. MURRAY
 Senior Staff Counsel

Attorneys for
 California Department of Fish and Wildlife
 1416 Ninth Street, 12th Floor
 Sacramento, CA 95814
 Telephone: (916) 654-3821

BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION

UNITED STATES OF AMERICA

In the Matter of the Application of)

PACIFIC GAS AND ELECTRIC COMPANY)

For Subsequent License – Narrows No. 2)
Transmission Line Project located in Nevada and)
Yuba Counties, California.)
)
)
)

PROJECT NO. 2678-006

NOTICE OF INTERVENTION

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

Pursuant to paragraph (a)(2) of section 385.214 of Title 18 of the Code of Federal Regulations, the California Department of Fish and Wildlife ("CDFW") provides notice that it is a party in the proceeding before the Federal Energy Regulatory Commission ("FERC") on the application by the Pacific Gas and Electric Company for a subsequent license for the Narrows No. 2 Transmission Line Project.

CDFW is the relevant state fish and wildlife agency for consultation pursuant to the Federal Power Act section 10(j). (16 U.S.C. section 803(j)). CDFW submits this Notice in an effort to more fully participate in these proceedings and ultimately to adequately and equitably protect, mitigate damages to, and enhance fish and wildlife affected by the development, operation and management of the Narrows No. 2 Transmission Line Project. CDFW anticipates filing its comments prior to the

deadline set forth in the FERC notice of acceptance of the application.

Service of process and other communications regarding this proceeding should be made to:

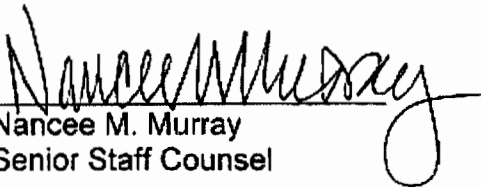
Nancee Murray
Office of General Counsel
California Department of Fish and Wildlife
1416 Ninth Street, 12th Floor
Sacramento, California 95814
nancee.murray@wildlife.ca.gov

Anna Ewing
Senior Environmental Scientist Specialist
California Department of Fish and Wildlife
1701 Nimbus Road, Suite A
Rancho Cordova, California 95670
anna.ewing@wildlife.ca.gov

FERC issued its notice of acceptance of the Pacific Gas and Electric Company's application for the Narrows No. 2 Transmission Line Project on June 9, 2014 CDFW has 60 days from that date to file this notice. CDFW has met that timeline, therefore CDFW's filing of this notice is timely.

DATED: July 24, 2014

Respectfully Submitted,
THOMAS R. GIBSON, General Counsel
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By 
Nancee M. Murray
Senior Staff Counsel

UNITED STATES OF AMERICA
BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION

In the Matter of the Application of)

PACIFIC GAS AND ELECTRIC COMPANY)

For Subsequent License – Narrows No. 2)
Transmission Line Project located in Nevada and)
Yuba Counties, California.)
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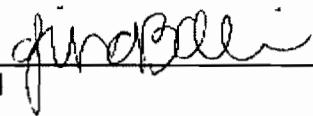
PROJECT NO. 2678-006

CERTIFICATE OF SERVICE

I hereby certify that I have on this day electronically filed the foregoing California Department of Fish and Wildlife's Notice of Intervention in the above-captioned proceeding ("notice") regarding the pending application for that project with the Honorable Kimberly D. Bose, Secretary of the Federal Energy Regulatory Commission, and mailed by first-class mail, postage prepaid, the notice to each person on the attached service list, which includes, but is not limited to, each person designated on the official service list for this proceeding.

Dated this 24th day of July, 2014

GINA BALDWIN





CITY OF MARYSVILLE

526 "C" Street • P.O. Box 150 • Marysville, CA 95901 • (530)749-3901 • Fax (530)749-3992

July 28, 2014

Yuba County Board of Supervisors
915 Eighth Street, Suite 109
Marysville, CA 95901

RECEIVED

JUL 28 2014

Dear Board of Supervisors:

Clerk/Board of Supervisors

As you know, for many years the City of Marysville has consolidated its elections with those conducted by the County Clerk.

You may recall that a letter was submitted to you in June of 2014, asking for consolidation of the election for the purpose of electing two Marysville City Council Members. On Tuesday, July 22, 2014, the Marysville City Council adopted Resolution No. 2014-40, giving notice of a General Municipal Election to be held on November 4, 2014, and requesting consolidation with the General Election to be held by the County of Yuba. In addition to electing two City Council Members, Resolution No. 2014-40 also asks for the placement of a measure on the ballot to impose a one-cent Transactions and Use Tax and an advisory measure on the ballot regarding the use of such tax proceeds. A certified copy of Resolution No. 2014-40 is enclosed.

For your information, a certified copy of Resolution No. 2014-39 containing the ballot measure/advisory measure language is also enclosed.

We have always found the staff in the Clerk's Office very helpful during this process, and would appreciate your approval, which would allow us to consolidate with the County for the upcoming election. Thank you for your consideration and assistance.

Sincerely,

Billie J. Fangman
City Clerk

Enc: Resolution 2014-39 and 2014-40
cc: Terry Hansen, County Clerk
Donna Stottlemeyer, Clerk of the Board



CITY OF MARYSVILLE

526 "C" Street • P.O. Box 150 • Marysville, CA 95901 • (530)749-3901 • Fax (530)749-3992

July 28, 2014

Yuba County Board of Supervisors
915 Eighth Street, Suite 109
Marysville, CA 95901

Dear Board of Supervisors:

As you know, for many years the City of Marysville has consolidated its elections with those conducted by the County Clerk.

You may recall that a letter was submitted to you in June of 2014, asking for consolidation of the election for the purpose of electing two Marysville City Council Members. On Tuesday, July 22, 2014, the Marysville City Council adopted Resolution No. 2014-40, giving notice of a General Municipal Election to be held on November 4, 2014, and requesting consolidation with the General Election to be held by the County of Yuba. In addition to electing two City Council Members, Resolution No. 2014-40 also asks for the placement of a measure on the ballot to impose a one-cent Transactions and Use Tax and an advisory measure on the ballot regarding the use of such tax proceeds. A certified copy of Resolution No. 2014-40 is enclosed.

For your information, a certified copy of Resolution No. 2014-39 containing the ballot measure/advisory measure language is also enclosed.

We have always found the staff in the Clerk's Office very helpful during this process, and would appreciate your approval, which would allow us to consolidate with the County for the upcoming election. Thank you for your consideration and assistance.

Sincerely,

Billie J. Fangman
City Clerk

Enc: Resolution 2014-39 and 2014-40
cc: Terry Hansen, County Clerk
Donna Stottlemeyer, Clerk of the Board

RESOLUTION NO. 2014-39

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
CALIFORNIA, SUBMITTING TO THE ELECTORATE A BALLOT MEASURE
AT THE NOVEMBER 4, 2014, GENERAL ELECTION, TO IMPOSE A
TRANSACTIONS AND USE TAX (SALES TAX) TO BE ADMINISTERED BY
THE STATE BOARD OF EQUALIZATION, KNOWN AS MEASURE "___" AND
AN ADVISORY MEASURE REGARDING THE USE OF SAID TAX PROCEEDS,
KNOWN AS ADVISORY MEASURE "___"

At a regular adjourned meeting of the City Council of the City of Marysville,
California, held on the 22nd day of July, 2014.

BE IT RESOLVED by the City Council of the City of Marysville as follows:

SECTION 1

There is hereby presented to the qualified electors of the City of Marysville at the
General Municipal Election, to be held on November 4, 2014, a ballot measure to impose
a Transactions and Use Tax to be administered by the State Board of Equalization. Such
Measure shall be known as Measure "___".

SECTION 2

There is hereby presented to the qualified electors of the City of Marysville at the
General Municipal Election, to be held on November 4, 2014, a non-binding advisory
measure regarding the use of said tax proceeds. Such advisory measure shall be known
as Measure "___".

SECTION 3

The language of the ballot measure is attached hereto as Exhibit 1 and
incorporated herein.

SECTION 4

The language of the advisory measure is attached hereto as Exhibit 2 and
incorporated herein.

SECTION 5

The Resolution outlining the plan for spending the proceeds from the
Transactions and Use Tax (non-binding, advisory measure) is attached hereto as Exhibit
3 and incorporated herein.

SECTION 6

The language of the proposed Transactions and Use Tax (Ordinance No. 1369) is attached as Exhibit 4 and incorporated herein.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly introduced and adopted by the Council of the City of Marysville, California, on the 22nd day of July, 2014, by the following vote:

AYES: Dale Whitmore, Jim Kitchen, Christopher Pedigo, and Ricky Samayoa

NOES: Michael Selvidge

ABSENT: None

ABSTAIN: None

By: Billie J. Fangman
Billie J. Fangman, City Clerk

CITY OF MARYSVILLE, CALIFORNIA
BY ITS CITY COUNCIL

Ricky A. Samayoa
Ricky A. Samayoa, Mayor

Exhibit 1
Ballot Language

MEASURE

Shall the City of Marysville enact a one-cent sales tax (Transactions and Use Tax) for general government purposes, such as: public safety, community infrastructure and debt service, with the following mandatory restrictions? [This sales tax will expire after ten years on March 31, 2025.] [The citizens shall receive annually a published report of revenue and disbursements, following a public hearing.]

YES _____

NO _____

Exhibit 2

Ballot Language

ADVISORY MEASURE

If Measure [] is approved, should the proceeds fund fire and police protection, traffic safety, street and sidewalk repair, park maintenance and debt service?

YES _____

NO _____

Exhibit 3

RESOLUTION 2014-33

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MARYSVILLE OF DESIRE
FOR FUTURE CITY COUNCILS TO CONSIDER
A CERTAIN PLAN FOR SPENDING
PROCEEDS FROM THE TRANSACTIONS AND USE TAX

WHEREAS, Ordinance No. 1369 called for an election on November 4, 2014 for the purpose of submitting an enactment of one-cent sales tax to the electors of the city; and

WHEREAS, proceeds of this general tax will be deposited in the city's general fund and appropriated annually for general governmental purposes; and

WHEREAS, Ordinance No. 1369 also authorizes a non-binding advisory measure stating voter's preferences on how proceeds raised by the general tax should be spent; and

WHEREAS, the City Council acknowledges that any action on its part to state its preferences to the voters cannot bind future city councils in making decisions about how to spend the general tax; and

WHEREAS, nevertheless, the City Council desires future city councils to consider its plan for spending the one-cent sales tax.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marysville that:

1. The above recitals are true and correct.
2. The City Council's plan for spending the one-cent sales tax is set forth below:
 - (a) Designate 40% of the proceeds to Improve Public Safety:
 1. Provide Sustainable Fire Protection by hiring permanent firefighters to replace grant funding and remove the threat that fire and emergency response times and fire insurance premiums for homeowners will increase when grants expire.
 2. Increase neighborhood Police patrols by hiring additional officers to expand the Community oriented Policing and Problem Solving initiative in neighborhoods and into our schools.

3. Increase Gang and Drug Prevention Enforcement by hiring additional officers to expand the Police Department's level of support for gang and drug intervention in the community.
4. Improve Traffic Safety by hiring additional officers to improve traffic safety awareness through better traffic enforcement.

(b) Designate 25% of the proceeds to Rebuild Community Infrastructure:

1. Increase Street and Sidewalk Repair by increasing repairs to major City streets through an accelerated program of street paving.
2. Improve Park Appearance and Improvements by hiring additional maintenance workers, including one assigned to Ellis Lake, to upgrade the appearance and improvements of the City parks for the enjoyment of the community.

(c) Designate 35% of the proceeds to Restore and Maintain Fiscal Soundness:

1. Rebuild Financial Reserves that have declined dangerously since 2008 from 13.8% down to 4.8% of expenses. Reserves will be replenished to meet emergencies and maintain future service level stability.
2. Manage Long-Term Obligations Responsibly by having a dedicated source of funding for loan repayment.
3. Restore City Hall Services to Five Days per Week by ending furlough Fridays and re-open all City offices to serve the public five days per week, rather than just four.

Exhibit 4

ORDINANCE 1369

AN ORDINANCE OF THE CITY OF MARYSVILLE
IMPOSING A TRANSACTIONS AND USE TAX TO BE
ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

The City Council of the City of Marysville, State of California, does ordain as follows:

SECTION 1. A new Chapter 3.05 entitled "Transactions and Use Tax" of Title 3 entitled "Revenue and Finance" of the Marysville Municipal Code is hereby added as follows:

3.05.010. TITLE. This ordinance shall be known as the City of Marysville Transactions and Use Tax Ordinance. The city of Marysville hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

SECTION 2. 3.05.020. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

SECTION 3. 3.05.030. PURPOSE. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of

Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

SECTION 4. 3.05.040. CONTRACT WITH STATE. Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

SECTION 5. 3.05.050 TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one percent (1.0%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

SECTION 6. 3.05.060 PLACE OF SALE. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

SECTION 7. 3.05.070 USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one percent (1.0%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

SECTION 8. 3.05.080 ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

SECTION 9. 3.05.090 LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefore. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

SECTION 10. 3.05.100 PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

SECTION 11. 3.05.110 EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

SECTION 12. 3.05.120 AMENDMENTS. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

SECTION 13. 3.05.130 ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

SECTION 14. 3.05.140 SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 15. 3.05.150 EFFECTIVE DATE. This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately.

The foregoing instrument is a correct copy of
the original on file in this office

ATTEST: *Bellie J. Fangman*
City Clerk of the City of Marysville, California

DEPUTY CLERK

RESOLUTION NO. 2014-40

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
CALIFORNIA, CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL
ELECTION TO BE HELD ON NOVEMBER 4, 2014, AND REQUESTING
CONSOLIDATION WITH THE GENERAL (STATEWIDE) ELECTION AND
ESTABLISHING THE MANNER OF HOLDING SAID ELECTION

At a regular adjourned meeting of the City Council of the City of Marysville,
California, held on the 22nd day of July, 2014.

BE IT RESOLVED by the City Council of the City of Marysville as follows:

SECTION 1

A General Municipal Election is hereby called and ordered to be held in the City of Marysville on November 4, 2014, for the purpose of electing two members of the City Council for a term beginning December 2, 2014 and ending on December 4, 2018, and for the purpose of placing a Measure on the ballot to impose a one-cent Transactions and Use Tax and placing an Advisory Measure on the ballot regarding the use of such tax proceeds.

SECTION 2

In accordance with the provisions of Sections 10400 and 10403 of the Elections Code, the City Council of the City of Marysville does hereby request that the Board of Supervisors of the County of Yuba, California, consolidate the General Municipal Election called pursuant to Section 1 of this Resolution with the General (Statewide) Election to be held on November 4, 2014.

SECTION 3

The General Municipal Election hereby called shall be held in the manner provided for the General (Statewide) Election with which said General Municipal Election is consolidated, and within the territory affected by the consolidations, the precincts, polling places, hours of election, and voting booths shall, in every case, be the same, and there shall be only one set of election officers in each of the precincts. Such precincts, polling places, hours of election, and precinct board members for the General (Statewide) Election shall be the same as those provided for the General Municipal Election within the territory affected by the consolidation.

SECTION 4

Pursuant to provisions of Section 10002 of the Elections Code, the City Council of the City of Marysville hereby requests that the Board of Supervisors of the County of Yuba, California, permit the Yuba County Clerk to render to the City of Marysville such

services as the City Clerk may request relating to the above-mentioned election including publication of all required election notices. The City Clerk is hereby authorized and directed to reimburse the County in full for the cost of any services performed by the Yuba County Clerk pursuant hereto upon presentation of an invoice to the City Clerk.

SECTION 5

Pursuant to Section 13307 of the Elections Code, each candidate may submit a statement of qualifications to be included with the voter pamphlet sent with the sample ballot, which shall not exceed two hundred (200) words and shall be paid for by said candidate. The Yuba County Clerk is authorized to collect a fee from the candidate to cover such costs as provided by law.

SECTION 6

Pursuant to the provisions of Section 10411 of the Elections Code, the Yuba County Board of Supervisors shall be and is authorized and directed to canvass the results of the General Municipal Election hereby called.

SECTION 7

Pursuant to Election Code Sections 15372-15374 the County Clerk shall prepare a Certified Statement of Results within 28 days after the election and forward said certified statement to the City Clerk.

SECTION 8

The City Manager and the City Clerk, as authorized by the City Manager, are hereby further authorized and directed to take such further actions and execute such documents as are necessary to cause the General Municipal Election to be conducted on behalf of the City of Marysville.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly introduced and adopted by the Council of the City of Marysville, California, on the 15th of July, 2014, by the following vote:

AYES: Dale Whitmore, Jim Kitchen, Christopher Pedigo, and Ricky Samayoa

NOES: Michael Selvidge

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 22nd day of July, 2014.

By: Billie J. Fangman
Billie J. Fangman, City Clerk

CITY OF MARYSVILLE, CALIFORNIA
BY ITS CITY COUNCIL
Ricky A. Samayoa
Ricky A. Samayoa, Mayor

The foregoing instrument is a correct copy of
the original on file in this office.

ATTEST: Billie J. Fangman
City Clerk of the City of Marysville, California

DEPUTY CLERK

EDMUND G. BROWN JR.
GOVERNOR

H

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

RECEIVED

JUL 28 2014

Clerk/Board of Supervisors

**NOTICE OF PETITIONS FOR TEMPORARY CHANGE
INVOLVING THE TRANSFER/EXCHANGE UNDER CONTRA COSTA WATER DISTRICT
PERMIT 20749 (APPLICATION 20245)
AND THE SPECIFIED PERMITS OF THE U.S. BUREAU OF RECLAMATION**

On July 16, 2014, Contra Costa Water District (CCWD) and the U.S. Bureau of Reclamation (Reclamation), collectively Petitioners filed petitions for temporary change to transfer up to 4,000 acre-feet (af) of water pursuant to California Water Code section 1725 et seq. The Petitioners request the temporary addition of the Byron Bethany Irrigation District (BBID) point of diversion on the intake channel to the Banks Pumping Plant as a point of diversion/diversion to Reclamation Permits 12721, 11967, 12722, 12723, 11315, 11316, 11968, 11969 and 11971 (Applications 5626, 5628, 9363, 9364, 13370, 13371, 15374, 15375 and 16767). The transfer water is stored in Los Vaqueros Reservoir under CCWD Permit 20749. CCWD proposes to reduce its Central Valley Project (CVP) supply deliveries/diversions at Old and Middle River intakes and increase its use of stored water in Los Vaqueros Reservoir. The 4,000 af of previously stored water would be transferred to BBID at the point of diversion mentioned above.

The Petitioners have requested the temporary changes occur between July 15, 2014 and the end of the irrigation season in October 2014.

Any correspondence directed to the petitioners should be emailed to both: 1) Contra Costa Water District, c/o Lucinda Shih, lshih@ccwater.com; and 2) U.S. Bureau of Reclamation, c/o Lisa Holm, lholtm@usbr.gov.

CCWD and CVP Permits Subject to Temporary Change

CCWD Water Right		
Application Number	Permit Number	Description
20245	20749	Los Vaqueros Reservoir
CVP Water Rights		
5626	12721	Shasta Project
5628	11967	Trinity Project
9363	12722	Shasta Project
9364	12723	Shasta Project
13370	11315	Folsom Project
13371	11316	Folsom Project
15374	11968	Trinity Project
15375	11969	Trinity Project
16767	11971	Trinity Project

BOS CORRESPONDENCE H

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | www.waterboards.ca.gov

Pursuant to California Water Code section 1725(f), any interested party may file a comment regarding these petitions. **Comments must be received by the Division of Water Rights by 4:30 p.m. on August 11, 2014. A copy must also be provided to the petitioners at the email addresses above.** To obtain detailed information regarding the proposed transfer, you may view the petitions by visiting the Division's website at:

http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_tu_notices/

Should you have any other questions regarding this matter, please contact Patricia Fernandez at (916) 319-9141 or my email at patricia.fernandez@waterboards.ca.gov. Written correspondence or inquiries should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Patricia Fernandez, P.O. Box 2000, Sacramento, CA 95812-2000.

Date of Notice: July 25, 2014



AUG 1 2014

Clerk/Board of Supervisors

State of Tobacco Control Report – Updated Grading Methodology

Report will include tobacco control grades for all 482 incorporated cities and towns in California

Dear Board of Supervisors:

For over a decade the American Lung Association has released a national *State of Tobacco Control (SOTC)* report, with the next one scheduled to be released in January 2015. In conjunction with the national SOTC report, the American Lung Association in California releases a tobacco control report card for all 482 incorporated cities and towns and 58 counties in California entitled, *State of Tobacco Control – California Local Grades Report*. This year, the American Lung Association in California has developed a new grading methodology to use for the annual report to better reflect the strong local policies passing throughout the state.

While we have made enormous progress in the fight against tobacco, it is still the number one cause of preventable death in the United States. Since 1964, we have cut smoking rates by more than half, dramatically reduced exposure to secondhand smoke, reduced rates of lung cancer and other tobacco-related diseases and fundamentally changed public attitudes about tobacco resulting in millions of lives saved. Despite this progress, tobacco remains a dangerous threat, killing almost 34,000 Californians each year, causing illness in even more and costing the state nearly \$22 billion in health care bills and lost productivity. More needs to be done to decrease these numbers and to stop the 20,300 children in California who start smoking each year from picking up this deadly and addictive habit.

Over the past 50 years, we have developed proven strategies that can achieve our public health goals if they are fully and effectively implemented. These strategies are reflected in the grading categories in both the national and local SOTC reports.

Here in California we've used the same methodology for grading the SOTC report for the past six years. This year we will use an updated methodology. In the six years since the original methodology was developed, the bar has been raised by cities and counties across the state passing strong policies. We want our grading methodology to reflect these strong policies that we know will improve the health of California residents.

In the new methodology, grades are assigned for the following policy categories: Smokefree Outdoor Air, Smokefree Housing, and Reducing Sales of Tobacco Products. These three grades, plus an Emerging Issues bonus point section, are then averaged for one Overall Tobacco Control Grade. The updated grading methodology for the *State of Tobacco Control Report – California Local Grades* may result in jurisdictions receiving adjusted grades.

We encourage you to work with us to improve your city's tobacco control grade. Please visit our About Us page at <http://www.lung.org/California> to contact your local American Lung Association in California office for more information on the impact of smoking in your community and what can be done to improve your grade.

We hope you will join us in the fight to breathe easier.

Kimberly Amazeen
Vice President, Programs & Advocacy

Anita Lee
Interim Chief Executive Officer

Contact: Kimberly Amazeen, Vice President of Programs and Advocacy at (916) 585-7670 or Kimberly.Amazeen@lung.org

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COUNTY
DEPARTMENTS

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The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors *RB/te*
FROM: Robert Bendorf, County Administrator
RE: Actions related to the proposed issuance of special tax bonds for, and the levy of special taxes on properties in Improvement Area C of Community Facilities District No. 2005-1
DATE: August 12, 2014

RECOMMENDATION

It is recommended that the Board of Supervisors adopt the following two resolutions related to Improvement Area C of Community Facilities District No. 2005-1:

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION BY THE COUNTY ADMINISTRATOR OF A DEPOSIT/REIMBURSEMENT AGREEMENT RELATIVE TO THE PROPOSED ISSUANCE OF SPECIAL TAX BONDS FOR IMPROVEMENT AREA C OF THE COUNTY OF YUBA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (ORCHARD/MONTROSE PUBLIC IMPROVEMENTS), AND AUTHORIZING AND DIRECTING ACTIONS WITH RESPECT TO THE BONDS

RESOLUTION REDUCING MAXIMUM SPECIAL TAX FOR SINGLE FAMILY RESIDENTIAL PROPERTY IN IMPROVEMENT AREA C OF THE COUNTY OF YUBA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (ORCHARD/MONTROSE PUBLIC IMPROVEMENTS), CLARIFYING RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX AND AUTHORIZING RELATED ACTIONS

BACKGROUND / DISCUSSION

On June 10, 2014, the Board of Supervisors received a report regarding a request by Woodside Homes that the County issue special tax bonds for Improvement Area C of Community Facilities District No. 2005-1, and levy a special tax on properties located in the Improvement Area to repay the bonds. The report provided information on the history of the proceedings undertaken by the Board relative to the Community Facilities District, the

Improvement Area, the Acquisition Agreement between the County, for the Improvement Area, and Woodside Montrose Inc., and described policy issues, Woodside's request and options for the Board to consider in response to that request. The Board directed Staff to begin the actions needed to issue the bonds and levy the special tax, provided that Woodside notify the homeowners in the Improvement Area of the proposed actions and advise them of the Board meeting at which the Board would begin the process to issue the bonds and levy the special tax.

In furtherance of the Board's direction on June 10th, Staff, working with the County's consultants for the Community Facilities District, have prepared (i) a Deposit/Reimbursement Agreement whereby Woodside Montrose Inc. will advance funds needed to pay costs related to the proposed bond issue, subject to reimbursement from bond proceeds when and if the bonds are issued, (ii) a Resolution approving that agreement and designating the consultants that will assist the County in connection with the issuance of the bonds, and (iii) a Resolution reducing the maximum special tax that may be levied annually on single family homes in the Improvement Area to repay the bonds and clarifying the last year in which the special tax may be levied. Adoption by the Board of the two resolutions will allow Staff to move forward with the preparation of the bond issuance documents for Board approval at a later Board meeting, and allow for the levy of the special tax commencing in fiscal year 2014-2015 on homes in the Improvement Area at a tax rate of \$1,240 per home per year. The special tax would be levied each year on homes constructed in the Improvement Area until the bonds to be issued are fully repaid, but not later than fiscal year 2044-2045.

Woodside has sent a letter, a copy of which is included with this Report, to all of the homeowners in the Improvement Area advising them of the July 29th Board meeting and the proposed levy of the special tax at a reduced maximum tax rate, and providing the homeowners with a "Montrose CFD Fact Sheet" describing certain facts related to the special tax levy and providing a contact person to answer questions related to the special tax and the Community Facilities District. Woodside has also executed a Deposit/Reimbursement Agreement and has submitted a check for \$48,000 to the County Administrator to cover the costs of the County to process the bond issue, and a written Request that the Board reduce the maximum special tax that may be levied on homes to repay the bonds and related County administrative costs, and confirming its understanding of the last fiscal year in which special tax may be levied.

The first Resolution for the Board's consideration approves the Deposit/Reimbursement Agreement and authorizes the County Administrator and the Treasurer-Tax Collector to take actions to implement the Agreement, and directs Staff to take all actions necessary to present to the Board the proceedings necessary to issue the bonds. The Resolution designates the following consultants to assist the County in that effort: Stifel Nicolaus & Company Incorporated as underwriter for the bonds, Goodwin Consulting Group, Inc. as special tax consultant, Fieldman, Rolapp & Associates as financial advisor, Quint & Thimmig LLP as bond counsel and disclosure counsel, and Seevers Jordan Ziegenmeyer as appraiser. The Resolution authorizes the County Administrator to execute agreements with those firms for their services, so long as their fees are paid solely from the deposit

Woodside advanced under the Deposit/Reimbursement Agreement or the proceeds of the bonds.

In light of Woodside's agreement to pay the County's costs to issue the bonds (subject to reimbursement from bond proceeds, when and if the bonds are issued), the adoption of this Resolution will have no impact on the County's General Fund. If the bonds are issued, the annual administrative costs of the County related to the bonds and the Improvement Area, and the annual debt service on the bonds, will be paid from special taxes levied on property in the Improvement Area.

The second Resolution for the Board's consideration directs that the maximum annual special tax levy on homes in the Improvement Area be reduced from \$1,550 to \$1,240, and clarifies that the special tax may not be levied after fiscal year 2044-2045. If the Resolution is adopted, it is expected that the special tax will be levied in fiscal year 2014-2015 on homes in the Improvement Area, and each fiscal year thereafter until the bonds issued for the Improvement Area have been fully repaid and all County administrative expenses related to the bonds and the Improvement Area have been paid.

As discussed in the Report submitted at the June 10th Board meeting, if the bonds are issued, proceeds of the bonds will be used to pay costs incurred by Woodside in connection with the construction of infrastructure improvements for the Woodside/Montrose development pursuant to an Acquisition Agreement between the County, for the Improvement Area, and Woodside Montrose Inc. that was executed by the parties in April of 2008 and amended on December 30, 2013. The principal amount of the bonds to be issued will be determined based on the advice of the bond underwriter and the County's financial advisor, but not in any case more than \$4,000,000. It is expected that the documents needed to issue the bonds will be presented to the Board for approval in the fall of this year, and if they are approved by the Board the bonds will be issued before the end of 2014.

FISCAL IMPACT

For the County, there is no fiscal impact related to the issuance of the bonds and associated administrative responsibilities, as those costs are reimbursed. For the property owner within Improvement Area C, the maximum annual fiscal impact is \$1,240.



July 15, 2014

OWNERFIRST OWNERLAST
MAILADDRESS
MAILCITY, MAILSTATE MZIPANDZIP

Important Notice: Scheduled Property Tax Levy

Dear Mr./Mrs. OWNERLAST,

Montrose by Woodside Homes, which includes Countryside, is one of the most desirable communities in Yuba County. Eight years after the first homes were sold, more than 80% of the homes are still owned by the original buyer. Montrose is now more than 80% complete, demand for new homes is strong and property values are on the rise.

This stability is due in large part to the well-maintained public infrastructure that serves your community. As stated in your home purchase agreement, your neighborhood's infrastructure, such as streets and flood protection, were to be financed by a Community Facilities District (CFD) established in 2005. Therefore, those costs were not included in the initial purchase price of your home.

In 2008, the County levied the CFD special tax, but in response to the economic downturn, collection of the tax was delayed. Now that the economy has improved and home values have rebounded, **this CFD special tax is scheduled to begin in 2014.** The good news is that a preliminary agreement has been reached to reduce the maximum annual special tax from \$1,550 to \$1,240 a year, 20% less than originally authorized or a savings of \$310 per year for every homeowner. On July 29, 2014, the Yuba County Board of Supervisors will consider Woodside's request to reduce the special tax to \$1,240 per year.

For additional information, we encourage you to refer to your home purchase agreement and the mandatory special tax disclosure addendum, your Title Policy and the attached fact sheet. If you have additional questions, please contact Marko Mlikotin at info@rivercitycomm.com or call (916) 817-4444.

Thank you for making Montrose your home, and be assured that Woodside Homes remains committed to protecting your community's quality of life.

Sincerely,

Scott Hoisington, President
Woodside Homes

Montrose CFD Fact Sheet

What is a Community Facilities District?

A **Community Facilities District** (CFD) is a tool commonly used by homebuilders and local government to fund local infrastructure such as streets, sound walls, landscaping, water and sewer systems and flood control detention facilities. CFDs are established pursuant to the Community Facilities Act of 1982. As reflected in your home purchase agreement, a 30-year bond, paid for by a special tax, finances the Orchard/Montrose special district (Ord.1437, Jan. 22, 2008). CFDs are an effective tool to make homeownership more affordable and to finance a portion of your neighborhood's public improvements.

How is the Special Tax Levied?

Woodside Homes has proposed to reduce the maximum annual special tax to \$1,240 for each home, which is 20% less than the authorized special tax of \$1,550 or a \$310 per year reduction to each homeowner. If this is approved by Yuba County, the special tax will be added to the property tax bills that will be mailed out in October. Woodside Homes' request to reduce the special tax amount will be considered by the Yuba County Board of Supervisors on July 29, 2014.

If your mortgage payments include impounds for taxes and insurance, this CFD special tax of about \$100 a month will be added to your monthly payment. If you are not subject to mortgage impounds, the first half of your first annual CFD special tax will be due in November and delinquent if not paid by December 10.

How do Homeowners Benefit from a CFD?

This type of infrastructure financing makes home ownership more affordable and ensures all public amenities are fully operational before the full build out of a new housing development. CFDs can enhance a community's quality of life, which leads to higher property values.

Can this Special Tax Increase Over Time?

No, the CFD special tax cannot be increased. In fact, it is being reduced 20% from what was originally authorized and disclosed in your purchase agreement.

How can I learn more?

We encourage you to review your home purchase agreement. We are also available to address any questions you may have. Please contact Marko Mlikotin at info@rivercitycomm.com or call (916) 817-4444.

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

In Re:

RESOLUTION APPROVING AND)	
AUTHORIZING THE EXECUTION OF A)	
DEPOSIT/REIMBURSEMENT AGREEMENT)	
RELATIVE TO THE PROPOSED ISSUANCE OF)	
SPECIAL TAX BONDS FOR IMPROVEMENT)	
AREA C OF THE COUNTY OF YUBA)	Resolution No. _____
COMMUNITY FACILITIES DISTRICT NO.)	
2005-1 (ORCHARD/MONTROSE PUBLIC)	
IMPROVEMENTS), AND AUTHORIZING AND)	
DIRECTING ACTIONS WITH RESPECT TO THE)	
BONDS)	

WHEREAS, the Board of Supervisors (the “Board”) of the County of Yuba (the “County”) has formed the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the “District”) pursuant to Resolution No. 2005-271 adopted by the Board on November 8, 2005 (the “Resolution of Formation”), and in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), in order to finance public infrastructure improvements (the “Improvements”) as referred to in the Resolution of Formation; and

WHEREAS, subsequent to the formation of the District, the Board undertook proceedings under the Act to designate three improvement areas within the District, as described in Resolution N. 2007-120 adopted by the Board on August 28, 2007, including an Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (“Improvement Area C”); and

WHEREAS, upon the completion of the designation of the three improvement areas of the District, the County, for and on behalf of Improvement Area C, entered into an Acquisition Agreement, dated as of April 1, 2008 (the “Original Acquisition Agreement”) with Woodside Montrose Inc. (the “Developer”), whereby the County agreed to use proceeds of any bonds issued by the County for Improvement Area C (the “Bonds”) to pay the costs of certain of the Improvements described therein that were constructed by the Developer in accordance with the requirements of the Original Acquisition Agreement; and

WHEREAS, the County, for and on behalf of Improvement Area C, entered into a Supplement No. 1 to Acquisition Agreement, dated as of December 30, 2013 (the “Supplement”) with the Developer (the Original Acquisition Agreement, as amended by the Supplement, is referred to herein as the “Acquisition Agreement”), extending the time by which the Bonds may be issued; and

WHEREAS, the Developer has now requested that the County proceed with the issuance of the Bonds and the funding of the costs of certain of the Improvements, as contemplated by the Acquisition Agreement; and

WHEREAS, the Bonds, when and if issued, will be limited obligations of the County for Improvement Area C, payable from the proceeds of special taxes levied on property situated in Improvement Area C; and

WHEREAS, there is on file with the Clerk of the Board a Deposit/Reimbursement Agreement (the "Agreement"), to be executed by the County, for and on behalf of Improvement Area C, and the Developer whereby the Developer agrees to pay costs incurred by the County in connection with the proposed issuance of the Bonds, and this Board now desires to authorize the execution and delivery by the County of the Agreement, to employ certain consultants necessary for the sale of the Bonds, and to authorize and direct County Staff to take actions necessary to present to this Board for approval the documents necessary to issue the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows:

Section 1. The County Administrator is hereby authorized and directed to execute the Agreement for the County, on behalf of Improvement Area C, and to take all actions necessary, in his discretion, to implement the Agreement. The County Treasurer-Tax Collector is hereby authorized and directed to accept the Initial Deposit (as defined in the Agreement), and to use the Initial Deposit and any other funds advanced by the Developer pursuant to the Agreement in the manner contemplated by the Agreement.

Section 2. County Staff are hereby authorized and directed to take all actions necessary or advisable to present to this Board for its consideration all proceedings necessary to issue the Bonds. However, the passage of this Resolution shall in no way obligate the County to issue the Bonds for Improvement Area C.

Section 3. The firm of Stifel Nicolaus & Company Incorporated is hereby designated as underwriter to the County for the Bonds. The County Administrator is hereby authorized to execute such documents as are requested by said firm in connection with its designation as underwriter for the Bonds, subject to review by County Counsel and/or the financial advisor to the County for the Bonds designated in Section 4 below, as determined necessary or advisable by the County Administrator.

Section 4. The firm of Goodwin Consulting Group, Inc. is hereby designated as Special Tax Consultant to the County, the firm of Fieldman, Rolapp & Associates is hereby designated as Financial Advisor to the County, the law firm of Quint & Thimmig LLP is hereby designated as Bond Counsel and Disclosure Counsel to the County, the firm of Seevers Jordan Ziegenmeyer is hereby designated as appraiser for the County, all in connection with the issuance of the Bonds for Improvement Area C. The County Administrator is hereby authorized and directed to execute agreements with said firms for their services in connection with the Bonds, in the respective forms on file with the Clerk of the Board or otherwise in a form acceptable to the County Administrator and County Counsel. The fees and expenses of the consultants heretofore described in this Section 4 shall be payable solely from the Deposits (as such term is defined in

the Agreement) and/or the proceeds of the Bonds, when and if they are issued by the County for Improvement Area C.

Section 5. The Chairman of the Board, the County Administrator, the Treasurer-Tax Collector, the Auditor-Controller, County Counsel, the Clerk of the Board and all other officers and agents of the County are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

Section 6. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of the County of Yuba on the 12th day of August, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

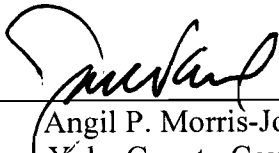
COUNTY OF YUBA

By: _____
Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER,
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM

By:  _____
Angil P. Morris-Jones,
Yuba County Counsel

DEPOSIT/REIMBURSEMENT AGREEMENT**Improvement Area C of the
County of Yuba
Community Facilities District No. 2005-1
(Orchard/Montrose Public Improvements)**

THIS DEPOSIT/REIMBURSEMENT AGREEMENT (the "Agreement") is by and between the County of Yuba, California (the "County") for itself and on behalf of Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) ("Improvement Area C"), and Woodside Montrose Inc. (the "Developer").

RECITALS:

WHEREAS, the Board of Supervisors (the "Board") of the County of Yuba (the "County") has formed the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District") pursuant to Resolution No. 2005-271 adopted by the Board on November 8, 2005 (the "Resolution of Formation"), and in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), in order to finance public infrastructure improvements (the "Improvements") as referred to in the Resolution of Formation; and

WHEREAS, subsequent to the formation of the District, the Board undertook proceedings under the Act to designate three improvement areas within the District, as described in Resolution No. 2007-120 adopted by the Board on August 28, 2007, including an Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) ("Improvement Area C"); and

WHEREAS, upon the completion of the designation of the three improvement areas of the District, the County, for and on behalf of Improvement Area C, entered into an Acquisition Agreement, dated as of April 1, 2008 (the "Original Acquisition Agreement") with the Developer whereby the County agreed to use proceeds of any bonds issued by the County for Improvement Area C (the "Bonds") to pay the costs of certain of the Improvements described therein that were constructed by the Developer in accordance with the requirements of the Original Acquisition Agreement; and

WHEREAS, the County, for and on behalf of Improvement Area C, entered into a Supplement No. 1 to Acquisition Agreement, dated as of December 30, 2013 (the "Supplement") with the Developer (the Original Acquisition Agreement, as amended by the Supplement, is referred to herein as the "Acquisition Agreement"), extending the time by which the Bonds may be issued; and

WHEREAS, the Developer has now requested that the County proceed with the issuance of the Bonds and the funding of the costs of certain of the Improvements, as contemplated by the Acquisition Agreement; and

WHEREAS, the Developer is willing to deposit funds with the County to ensure payment of the costs of the County in connection with the issuance of the Bonds and the proposed expenditure of the proceeds thereof, provided that such funds so advanced are reimbursed to the Developer from the proceeds of the Bonds when and if they are issued by the County to the extent provided herein; and

WHEREAS, the County and the Developer now desire to specify the terms of said deposit and reimbursement.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. The Initial Deposit; Additional Advances. The Developer, at the time it executed this Agreement, provided to the County \$48,000.00 (the "Initial Deposit"), to be used by the County to pay the costs in conducting proceedings for the issuance of bonds for Improvement Area C (as more fully described in Section 2(a) below, the "Initial Costs"), said amount having been heretofore delivered by the Developer to the County Administrator's Office. The County, by its execution hereof, acknowledges receipt by the County of the Initial Deposit.

The Developer hereby agree to advance to the County any additional amounts (the "Additional Deposits") determined by the County Administrator as necessary to pay any Initial Costs incurred or reasonably expected to be incurred by the County, in excess of the amount of the Initial Deposit, within seven (7) days after receipt by the Developer of a written demand therefore from the County Administrator or the County Treasurer-Tax Collector. The County Administrator may direct County staff and consultants to cease all work related to the issuance of the Bonds if any Additional Deposits are not received within seven (7) days of receipt by the Developer of a demand therefor, in each case until the respective amount is received by the County.

The Initial Deposit and any Additional Deposits are collectively referred to herein as the "Deposits." The Deposit may be commingled with other funds of the County for purposes of investment and safekeeping, but the County shall at all times maintain records as to the expenditure of the Deposits.

Section 2. Use of Funds. The Deposits shall be administered as follows:

(a) The County Treasurer-Tax Collector may draw upon the Deposits from time to time to pay the Initial Costs, including but not limited to: (i) the fees and expenses of any consultants to the County employed in connection with the issuance of the Bonds and the proposed expenditure of the proceeds thereof (such as engineering, legal counsel, including the County Counsel, Bond and Disclosure Counsel, and financial advisor and special tax consultants); (ii) the costs of market absorption studies, appraisals and other reports necessary or deemed advisable by County staff or consultants in connection with the Bonds; (iii) costs of publication of notices, preparation and other costs related to any bonded indebtedness of Improvement Area C; (iv) a reasonable charge for County staff time, as determined by the County Administrator in his sole discretion, in analyzing the Bonds and the expenditure of the proceeds thereof, including a reasonable allocation of County overhead expense related thereto; and (v) any and all other costs and expenses incurred by the County with respect to the Bonds. The Developer hereby acknowledges that, at a minimum, the following amounts will or may be charged against the Deposits, whether or not the Bonds are issued: (i) \$14,000.00 to Goodwin Consulting Group, Inc., special tax consultant, (ii) \$5,000.00 to Fieldman, Rolapp & Associates, financial advisor to the County, (iii) \$14,000.00 to Seevers Jordan Ziegenmeyer, appraiser, and (iv) \$15,000.00 to the County for County Staff time in connection with the issuance of the Bonds and the expenditure of the proceeds thereof.

(b) If the Bonds are issued under the Act by the County for Improvement Area C secured by a pledge of and payable from proceeds of special taxes levied upon the land within Improvement Area C, the County shall provide for reimbursement to the Developer, without interest, of all amounts charged against the Deposits, said reimbursement to be made to the Developer solely from the proceeds of the Bonds and only to the extent otherwise permitted under the Act. On or within ten (10) business days after the date of issuance and delivery of the Bonds, the Treasurer-Tax Collector of the County shall return the then unexpended Deposits to the Developer, without interest, less an amount equal to any costs incurred by the County or that the County is otherwise committed to pay, which costs would be subject to payment under Section 2(a) above, but have not yet been so paid.

(c) If the Bonds are not issued, the Treasurer-Tax Collector of the County shall, within ten (10) business days after adoption by the Board of Supervisors of a resolution stating the intent of the County to terminate proceedings under the Act with respect to the issuance of the Bonds, return the then unexpended Deposits to the Developer, without interest, less an amount equal to any costs incurred by the County or that the County is otherwise committed to pay, which costs would be subject to payment under Section 2(a) above but have not yet been so paid.

Section 3. Reimbursement of Other Developer Costs. Nothing contained herein shall prohibit reimbursement of other reasonable costs and expenses of the Developer incurred in connection with the issuance of the Bonds, as such costs and expenses are verified by the County, but pursuant to the County's Land Secured Financing Policies adopted by the Board of Supervisors of the County on April 20, 2004, there will be no reimbursement for: (a) in house administrative and overhead expenses incurred by the Developer or expenses of the Developer counsel or consultants, (b) interest expense incurred by the Developer on moneys advanced or expended during the proceedings to issue the Bonds, or (c) any other costs and expenses incurred by the Developer which are not otherwise authorized for reimbursement under the Act and in accordance with the provisions of the Acquisition Agreement. Any such reimbursement shall be made solely from the proceeds of the Bonds and only to the extent otherwise provided for in the proceedings for the issuance of the Bonds.

Section 4. Agreement Not Debt or Liability of County. It is hereby acknowledged and agreed that this Agreement is not a debt or liability of the County, as provided in Section 53314.9(b) of the Act. The County shall not in any event be liable hereunder other than to return the unexpended and uncommitted portions of the Deposits as provided in Section 2 above, to provide an accounting under Section 6 below, and, if the Bonds are issued by the County for Improvement Area C, to reimburse the Developer from the proceeds of the Bonds as described in Sections 2(b) and 3 hereof. The County shall not be obligated to advance any of its own funds with respect to Improvement Area C or for any of the other purposes listed in Section 2(a) hereof. No member of the Board of Supervisors, or officer, employee or agent of the County shall to any extent be personally liable hereunder.

Section 5. No Obligation to Issue Bonds. The provisions of this Agreement shall in no way obligate the County to issue any Bonds for Improvement Area C, or to expend any funds in connection with Improvement Area C, except as may be expressly provided for in, and in any event subject to the provisions of, the Acquisition Agreement.

Section 6. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 7. Accounting. The County Treasurer-Tax Collector shall provide the Developer with a written accounting of moneys expended under this Agreement, within ten (10) business days of receipt by the Treasurer-Tax Collector of a written request therefore submitted to him by the Developer. No more than one accounting will be provided in any calendar month and the cost of providing the accounting shall be charged to the Deposits.

Section 8. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or one week following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

County:	County of Yuba County Administrator's Office 915 8 th Street, Suite 115 Marysville, CA 95901-5273 Attention: County Administrator
with a copy to:	Yuba County Treasurer-Tax Collector's Office 915 8 th Street, Suite 103 Marysville, CA 95901-4187 Attention: Treasurer-Tax Collector
and a copy to:	Yuba County Office of County Counsel 915 8 th Street, Suite 111 Marysville, CA 95901 Attention: County Counsel
Developer:	Woodside Montrose Inc. 111 Woodmere Drive, Suite 190 Folsom, CA 95630 Attention: Scott Hoisington, President


Section 9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Developer may not assign its rights and obligations under this Agreement without the prior written consent of the County.

Section 10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year written alongside their signature line below.

Executed as of July 17, 2014

WOODSIDE MONTROSE INC.

By: 
Scott Hoisington,
President

Executed as of July __, 2014

COUNTY OF YUBA, CALIFORNIA, for and on behalf of Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements)

By: _____
Robert Bendorf,
County Administrator

25002.03:J12733

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

In Re:

**RESOLUTION REDUCING MAXIMUM SPECIAL)
TAX FOR SINGLE FAMILY RESIDENTIAL)
PROPERTY IN IMPROVEMENT AREA C OF)
THE COUNTY OF YUBA COMMUNITY)
FACILITIES DISTRICT NO. 2005-1) **Resolution No. _____**
(ORCHARD/MONTROSE PUBLIC)
IMPROVEMENTS), CLARIFYING RATE AND)
METHOD OF APPORTIONMENT OF SPECIAL)
TAX AND AUTHORIZING RELATED ACTIONS)**

WHEREAS, under and pursuant to proceedings conducted by this Board of Supervisors (the “Board”) of the County of Yuba (the “County”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), the Board has formed the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the “District”), and has designated an Improvement Area C therein (“Improvement Area C”), all as described in Resolution No. 2005-1 adopted by the Board on November 8, 2005 and Resolution No. 2008-08 adopted by the Board on January 15, 2008, respectively; and

WHEREAS, subsequent to the designation of Improvement Area C, the Board adopted Ordinance No. 1437 on January 22, 2008 providing for the levy of a special tax (the “Special Tax”) on real property located within Improvement Area C pursuant to an Amended and Restated Rate and Method of Apportionment of Special Tax for Improvement Area C (the “Rate and Method”) approved by Resolution No. 2007-120 adopted by the Board on August 28, 2007; and

WHEREAS, to date, the Special Tax has not been levied by the County on property in Improvement Area C; and

WHEREAS, the County, for and on behalf of Improvement Area C, and Woodside Montrose Inc. (the “Developer”) are parties to an Acquisition Agreement, dated as of April 1, 2008 (as amended by Supplement No. 1 to Acquisition Agreement, dated as of December 30, 2014, between the County, for and on behalf of Improvement Area C, and the Developer, the “Acquisition Agreement”), whereby the County, at the request of the Developer, agreed to consider the issuance of bonds of the County for Improvement Area C (the “Bonds”) to finance certain public infrastructure improvements constructed by the Developer, provided that such issuance is in accordance with the requirements of the Acquisition Agreement, which include compliance with the County’s Land Secured Financing Policies, adopted by the Board on April 20, 2004 (the “Policies”), all as more fully set forth in the Acquisition Agreement; and

WHEREAS, the Bonds, when and if issued, would be secured by a pledge of, and will be payable from the proceeds of, the Special Tax authorized to be levied on property in Improvement Area C; and

WHEREAS, the Developer has now requested that the County consider the issuance of the Bonds for Improvement Area C, and in order to assure that the issuance of the Bonds is in accordance with the Policies, the Developer has requested that the Board take action to forever reduce the Maximum Special Tax that may be levied on Single Family Residential Property pursuant to, and as such capitalized terms are defined in, the Rate and Method; and

WHEREAS, the Board is willing to consider the issuance of the Bonds by the County for Improvement Area C, and now desires to forever lower the Maximum Special Tax that may be levied on Single Family Residential Property, as provided in this Resolution; and

WHEREAS, Section I of the Rate and Method provides that the County by resolution of the Board may clarify any vagueness or ambiguity in the Rate and Method, and the Board now desires to clarify a provision in Section F of the Rate and Method regarding the final fiscal year in which the Special Tax may be levied.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows:

Section 1. The Board hereby irrevocably and forever agrees and directs that the Maximum Special Tax that may be levied on Single Family Residential Property in Improvement Area C under the Rate and Method, whether determined under Section C or Section D of the Rate and Method, shall be reduced from \$1,550 per year (or such other amount as may have been determined under Section D of the Rate and Method), to \$1,240 per Residential Unit (as defined in the Rate and Method), per year.

Section 2. The Board hereby clarifies the provisions of the second sentence of the second paragraph of Section F of the Rate and Method, to the effect that the final Fiscal Year (as defined in the Rate and Method) in which the Special Tax may be levied is Fiscal Year 2044-45. Accordingly, said sentence should read as follows: "However, in no event shall a Special Tax be levied after Fiscal Year 2044-45."

Section 3. The County Administrator, the Clerk of the Board and all other applicable officers of the County are hereby directed to take all actions necessary under the Act to implement the reduction in the Maximum Special Tax that may be levied on Single Family Residential Property as directed in Section 1 above and the clarification of the Rate and Method described in Section 2 above, all as directed by bond counsel to the County for Improvement Area C, including but not limited to the recordation of an amendment to the Amended Notice of Special Tax Lien, recorded in the Yuba County Recorder's Office on January 25, 2008, as document number 2008R-001166, in a form prepared by bond counsel.

Section 4. This Resolution shall take effect upon its adoption.

* * * * *

PASSED AND ADOPTED at a meeting of the Board of Supervisors of the County of Yuba on the 12th day of August, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

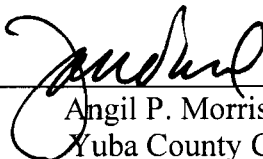
COUNTY OF YUBA

By: _____
Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER,
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM

By:  _____
Angil P. Morris-Jones,
Yuba County Counsel

**REQUEST FOR REDUCTION OF MAXIMUM SPECIAL TAX FOR SINGLE
FAMILY RESIDENTIAL PROPERTY UNDER THE RATE AND METHOD OF
APPORTIONMENT OF SPECIAL TAXES AND CONFIRMATION OF LAST
FISCAL YEAR IN WHICH SPECIAL TAX MAY BE LEVIED**

**Improvement Area C of the County of Yuba
Community Facilities District No. 2005-1
(Orchard/Montrose Public Improvements)**

To the Board of Supervisors
of the County of Yuba
915 8th Street
Marysville, California 95901-5273

Members of the Board of Supervisors:

Woodside Montrose Inc. (the "Developer") has been developing the real property located in Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "Improvement Area") that is subject to the levy of special taxes by the County of Yuba (the "County") to pay costs of facilities eligible to be funded by the Improvement Area (the "Facilities"), including the debt service on bonds that may be issued by the County for the Improvement Area (the "Bonds") to finance the purchase prices of the Facilities under an Acquisition Agreement, dated as of April 1, 2008, between the Developer and the County, on behalf of the Improvement Area (as amended by Supplement No. 1 to Acquisition Agreement, dated as of December 30, 2013, between the County, on behalf of the Improvement Area and the Developer, the "Acquisition Agreement").

The Developer has requested that the Board of Supervisors of the County consider the issuance of the Bonds in accordance with the Acquisition Agreement. In any event, the Developer acknowledges that under the Rate and Method of Apportionment of Special Tax for the Improvement Area (the "Rate and Method"), pursuant to which special taxes are levied on property in the Improvement Area as provided in Ordinance No. 1437 adopted by the Board of Supervisors of the County on January 22, 2008, the Maximum Special Tax on Single Family Residential Property (as such capitalized terms are used in the Rate and Method), given the current prices at which homes in the Improvement Area are being sold, is in excess of that contemplated at the time the Improvement Area was established and is in excess of that contemplated by the County's Land Secured Financing Policies adopted by the Board of Supervisors of the County on April 20, 2004.

In connection with the proceedings by the Board of Supervisors to designate the Improvement Area, an election was held on January 7, 2008, in which the Developer voted in favor of the Rate and Method for the Improvement Area. Section I of the Rate and Method specifies a Fiscal Year after which no Special Tax will be levied on property in the Improvement Area. The Developer understood that the Fiscal Year so specified in the Rate and Method was intended to be Fiscal Year 2044-2045; however it appears that Section F of the Rate and Method for the Improvement Area attached as Exhibit D to the Amended Notice of Special Tax Lien, recorded on January 25, 2008 in the Yuba County Recorder's Office as Document No. 2008R-001166, provides that the last such Fiscal Year is 2041-45.

recorded on January 25, 2008 in the Yuba County Recorder's Office as Document No. 2008R-001166, provides that the last such Fiscal Year is 2041-45.

In light of the foregoing, the Developer hereby states as follows:

1. Request to Reduce Maximum Special Tax Under the Rate and Method. The Developer hereby request that the Board of Supervisors of the County take whatever action is necessary to forever lower the Maximum Special Tax that may be levied on Single Family Residential Property in the Improvement Area under the Rate and Method from \$1,550 per year per Residential Unit (as defined in the Rate and Method) to \$1,240 per year per Residential Unit, whether said Maximum Special Tax is computed under Section C or D of the Rate and Method.

2. Acknowledgement of Reduced Bonding Capacity. The Developer acknowledges that the reduction in the Maximum Special Tax described in Section 1 will result in a reduced bonding capacity of the Improvement Area, and less funds available to pay the purchase prices of the Facilities under the Acquisition Agreement, should the County issue the Bonds for the Improvement Area. Nevertheless, the Developer desires that the County take the actions necessary to implement the reduction in the Maximum Special Tax on Single Family Residential Property as described in Section 1 above.

3. Confirmation of Last Year of Special Tax Levy. The Developer hereby confirms its intent, in voting for the Rate and Method at the January 8, 2008 election described above, that the last Fiscal Year in which the Special Tax may be levied in the Improvement Area was intended to be Fiscal Year 2044-2045.

Dated: July __, 2014

WOODSIDE MONTROSE INC.

By: 

Scott Hoisington,
President

7/31/14

Attention: Board of Supervisors

RECEIVED

JUL 31 2014

Clerk/Board of Supervisors

COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD

I am submitting 86 signed petitions from Woodside homeowners **opposing** the special tax. (Mello-Roos)

These submitted petitions represent a majority of the Woodside homeowners. We have not been able to contact all homeowners yet as some are out of the area.

Thank you,

Betty Mello

(530) 743-0500

Woodside Homes Petition

We believe the proposed CFD special tax is unfair and request the Board of Supervisors deny Woodside Homes request to impose this tax on homeowners.

1. It is doubtful that 80% of existing homes here are original owner occupied as Woodside's letter stated. Many have been foreclosed and/or resold.
2. The economy nationwide may be improving, but it is not improving significantly in Yuba County. The new homes being built here are lesser quality, fewer 3-car garages, several of the driveways are misaligned, etc.
3. When negotiating the sale of homes here the Woodside agent said it was doubtful if or when any Mello-Roos would ever be imposed.
4. Woodside Homes agent stated there would be a school or park in the development. Neither ever occurred nor are they planned.
5. Most of the original homeowners who are still here are upside down, owing considerably more than their home is worth.
6. Woodside Homes filed Bankruptcy in 2011 leaving homeowners no recourse when structural problems occur with their home.
7. Some of the homeowners are retired now and unable to pay this special tax in addition to the already high and rising, property taxes.
8. Subsequent owners of homes here had no dealings with Woodside Homes at all and this special tax is a totally unexpected burden.
9. If this tax is imposed, it will be the highest in Yuba County.
10. The scheduled special tax (even if reduced) will cost the estimated 231 homeowners here approximately \$8,593,200 over 30 years. The actual cost of bringing infrastructure several years ago to this development should fall on the builder, Woodside Homes.

Address: 2450 Glesslow Dr.

Mo/Yr home was purchased 2-19-2013

Signature: Gerald Robinson

Are you the original owner? yes

Phone: [REDACTED]

Is the home a rental now? no

Additional Comments:

this would be a 50% increase in property taxes.
I'm retired and on a fixed income which means
this increase is a hardship for me.

Delivered By Paul Laine

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THE HOME BUILDER

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AUG 1 2014

Clerk/Board of Supervisors

RECEIVED BY EACH
BOARD MEMBER

Navigation

Woodside Homes - nationwide residential
builder

2008-08-21

AdChoices ▸

stories:

Do You Qualify for
Bankruptcy? Complete a
Chapter 7 Means TestCurrent news for this
company:

Update, 2008-08-27(2): No thanks to PACER, key documents of the Woodside case have finally become accessible, and key facts have been revealed showing that this is indeed a full Chapter 11 bankruptcy now. A synopsis

Search

- Builder
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Today, 8/27/08 Bankruptcy Judge Carroll signed an order in Case No 6:08-bk-20682-PC which is to be effective in all 185 involuntary bankruptcy cases. That order confirms the binding nature of a stipulation between Woodside Group LLC and its subsidiaries, the 5 insurance companies who filed the involuntary bankruptcy petitions and JP Morgan Chase as agent for the lenders on the senior unsecured notes. That Stipulation, which is Document 17 on the Docket for Case No 6:08-bk-20682-PC, says:

(1) None of the Woodside entities intends to contest the creditors allegations in the Involuntary Petitions that the 185 entities, including Woodside Group, LLC, Woodside Homes and Pleasant Hill Investments (Woodside's financing arm) are insolvent;

(2) All 185 entities will file consents with the Bankruptcy Court by September 16, 2008, indicating that they consent to be Chapter 11 Debtors. The "Relief Date" upon which the 185 Woodside entities will become Chapter 11 Debtors will be September 16, 2008. The Bankruptcy Court will issue orders finding that the allegations of insolvency in the Involuntary Petitions are proven by that admission by the debtors.

(3) From today's date, August 27, 2008, all 183 Woodside entities will operate as if they are Chapter 11 Debtors, e.g. not entering into transactions outside of the ordinary course of

business, opening and using new debtor in possession bank accounts at JP Morgan Chase, and doing their accounting under the Bankruptcy Court's accounting rules. They will be able to pay trade creditors in the ordinary course of business through 9/16/08.

...

In light of the above we are retaining our "implode" classification for Woodside.

Also note the full creditors list:

- Metropolitan Life - \$35,500,000
- AXA Equitable Life - \$40,000,000
- John Hancock Life - \$51,900,000
- New York Life - \$18,500,000
- Security Life of Denver - \$10,000,000
- JP Morgan Chase, in its capacity as Administrative Agent on a \$330,000,000 "non-contingent unsecured debt", joined, for lenders: Bank of America, Wachovia, Guaranty Bank, Washington Mutual, Regions Bank, Bank of the West, Union Bank of California, Wells Fargo, Comerica Bank, Suntrust, Compass Bank, First Commercial Bank, Key Bank and JP Morgan Chase.

That would be a total of almost \$486 million being demanded by some very big names.

See more excerpts and analysis from the bankruptcy filings

A trusted source also expressed the following thoughts to us on the case:

All 185 Woodside Homes related debtors against whom involuntary bankruptcy petitions were filed, including the parent company Woodside Group, LLC and the financing arm Pleasant Hill Investments, admitted by way of stipulation today that they are insolvent. They will begin operating as if they are Chapter 11 debtors in possession immediately. The "effective date" of their legal Chapter 11 debtor status will be 9/16/08.

Apparently, it will take that much time for the 185 debtor entities' consents and admissions to be prepared, and the judge to sign 185 orders finding that the entities are insolvent and are Chapter 11 debtors.

The interesting question is whether the \$312 Million + \$372 Million in unsecured debt held by the lenders who prosecuted the Chapter 11 case is the only debt of the 185 entities, or whether they have A&D loan and construction loan debt as well.

I cannot see how the 185 debtors can ask the Bankruptcy Court to approve debtor-in-possession financing until after September 16, 2008, so it will be interesting to see if this 2+ week delay will work from a practical point of view.

The other interesting question which is up in the air is whether any payments made by Woodside entities to trade creditors, in the ordinary course of business during this 2+ week period, will

be preferences. Though the parties may think that the payments will not be preferences, based upon their stipulation, the OTHER unsecured creditors of Woodside may think otherwise. I am sure there will be a lot of disruption and hysteria in the conduct of Woodside's business during the next two weeks regardless of the stipulation.

Interesting questions indeed!

Update, 2008-08-27:

TheStreet.com, Woodside is not formally in bankruptcy yet as a result of this filing by creditors. They have 20 days from August 20 to respond. Stay tuned. Woodside comments from the article:

"The company is working with both the note holder and bank groups and will be presenting its position to the judge requesting an orderly resolution on Wednesday," Mercer said. She refuted the Tuesday report from Standard & Poor's LCD News that said Woodside had already filed for Chapter 11.

Original writeup, 2008-08-26:

Word has come to us today (8/26) that top-25 builder Woodside Homes has been (Chapter 11). Assets and liabilities are of yet unknown. The relevant actors are described in this excerpt:

Woodside Homes Corporation, Filed by Petitioning Creditor(s): Metropolitan Life Insurance Company (attorney Susy Li), Security Life of Denver Insurance Company (attorney Susy Li), AXA Equitable Life Insurance Company (attorney Susy Li), John Hancock Life Insurance Company (attorney Susy Li), New York Life Insurance Company (attorney Susy Li). (Attachments: # 1 E-Filing Declaration and Summons)(Li, Susy) (Entered: 08/21/2008)

That is quite a high-powered roster of irate insurance industry investors.

From the builder's comes a brief description of their history and activities:

New Homes by Woodside Homes in Utah, Arizona, Utah, California, Nevada, Minnesota, Texas, Florida, Washington DC. Woodside Homes was founded in 1977 with one simple objective in mind: build a new home with lasting value, integrity and quality while providing excellent service.

As a leading new home builder in each division (Arizona Phoenix Area, California Sacramento Area, Modesto Area, Fresno-Visalia Area, Southern California Area, Colorado Denver Area, Colorado Springs, Florida Jacksonville Area, Daytona Area, West Palm/Treasure Coast Area, Tampa Area, Minnesota Minneapolis/St. Paul Area, Nevada Las Vegas Area, Reno, Texas San Antonio Area, Utah Salt Lake Area, Washington DC Area Virginia, Maryland, Delaware) Woodside Homes has built over 25,000 new homes and is currently building in Arizona, Northern, Central and Southern California, Colorado, Florida, Maryland, Minnesota, Nevada, Texas, Utah and Virginia.

The 2007 Builder100 has on Woodside, such as the fact that in 2006 (this appears to have been their peak) they had over 9,300 closings, the CEO is Chip Nelson, and they are considered Northeast-centric (despite the fact their HQ is given as Utah).

We will seek out more details in the coming days (if you know anything, please). However, this is a disturbing development for those who are once again claiming the market has bottomed. Around here our position for a while has been that the worst of the major builder implodes has not been seen, as creditors have been willing to drag things out till the last minute (or later).

Comments:

at 14:58 2008-08-27 :

To anyone who believes that Woodside Homes can dig itself out of an involuntary Chapter 11 bankruptcy, dream on. In 30 years, I've never seen a debtor who is the target of a Chapter 11 involuntary get it dismissed. Creditors lawyers are very careful to make sure they are not wrongfully filed.

The interesting story here will be what Woodside Homes management did to so royally peeve all of these insurance company creditors. Usually creditors are too cheap and lazy to do an involuntary...so the story of what happened will be very, very interesting.

at 18:48 2008-08-27 :

Last I checked, NVR (a top 25 homebuilder based on the East Coast) has more successfully navigated this downturn than any other large builder. And, they went through a Chapter 11 Bankruptcy in the early 1990's.

at 16:33 2008-08-29 :

The print press in communities with substantial connections to Woodside Homes many operations are starting to report on the involuntary bankruptcy cases. A few of those newspapers have simply reported Woodside Homes' public relations spin, i.e. that they will voluntarily file Chapter 11 on 9/16/08. Three newspapers have done a fairly good job of reporting, the Salt Lake Tribune, The Arizona Republic and the Riverside Press Enterprise. Each of those newspapers' stories disclosed that the Woodside entities were involuntarily dragged into bankruptcy. Two of the stories have unearthed background information which gives hints at why the creditors took the unprecedented step of filing involuntary bankruptcy petitions against 185 entities.

From 8/29/08 Salt Lake Tribune article on Woodside Homes:

"Woodside's agreement not to contest the bankruptcy followed an Aug. 21 motion by the noteholders to limit Woodside's business activities while U.S. Bankruptcy Judge Peter Carroll considered their involuntary bankruptcy request.

Woodside reorganized its corporate structure and triggered tax losses that benefited Woodside's equity holders, mainly Ezra Nilson and his family, without informing creditors during debt restructuring talks, the noteholders said in their filing.

From the 8/28/08 Arizona Republic Story:

"Don Gaffney, a Phoenix attorney representing JP Morgan Chase, said Woodside and its many affiliates owe his client \$335 million in unpaid debt. The builder owes another \$370 million in bond and note debt to a list of investors that reads like a who's who of life insurance companies.

Creditors include Metropolitan Life Insurance Co., John Hancock Life Insurance Co., New York Life Insurance Co., and two others.

Gaffney said there also might be other debt owed to various contractors.

In addition to the scores of Woodside entities named in the bankruptcy proceedings, Gaffney said there are several more not yet included because attorneys still are trying to connect them to the parent company's debt.

"Woodside homes has a very large and complicated organizational chart," he said. "There are well over 200 entities, all indebted to these creditors."

Obviously, homebuilders and their owners negotiating with honesty, good faith and full disclosure, and not engaging in manipulations hidden from major creditors is more likely to produce a favorable work out and continued funding relationship. These major lenders concerted attack on the management of Woodside Homes provides a cautionary tale for public and private homebuilders playing in the mega million dollar big leagues.

Unlike other mega million dollar work outs, in and out of Chapter 11, in which major homebuilders have participated this year, apparently there is no debtor in possession financing in the offing, to be provided by the creditors who filed the involuntary proceedings. The Salt Lake Tribune also reported:

"Woodside continues to build and sell homes and pay employees and subcontractors, said Jennifer Mercer, a crisis management professional hired by the company to serve as its spokeswoman.

She said Woodside doesn't believe it will need a loan to fund operations during Chapter 11.

"The company has ample cash on hand to continue their operations," Mercer said.

Time will tell if that claim is true. **Permalink**

*Note: Comments may take a few minutes to show up on this page. If you
 , however, you can see them immediately.*

Important: This company is on our list of builder operations that have "imploded" (see also [this link](#)). This is a somewhat subjective call, and does not necessarily mean total shutdown or bankruptcy. It can also mean steep and rapid declines in enterprise value; or abnormal "bail-out" by corporate parents or peers in order to continue to operate. The builders may be residential or commercial.

» Print

CORRECTED - Big builders eye Woodside and its lots, get rebuffed

Tue, Feb 9 2010

* Big homebuilders want to buy Woodside Homes-CEO

* Residential builders facing land shortages-analysts

* Woodside not for sale, might do IPO (Corrects 15th paragraph to show that TOUSA is a publicly traded homebuilder)

By

NEW YORK, Feb 8 (Reuters) - Less than two months out of bankruptcy, a small homebuilder says it is entertaining acquisition offers -- which could mean its bigger rivals are facing a shortage of land.

Half of the 10 largest U.S. builders have expressed interest in buying Woodside Homes outright or in purchasing some of its land, said Chief Executive Officer Joel Shine.

Shine, who would not name the interested parties, said neither Woodside nor its lots are not for sale. The company was the 20th-largest builder in 2008.

"The big publics have a problem," Shine said. "They have been focusing on generating cash, but at one point you wake up and realize you have a lot of cash and no land to build homes on."

Some analysts agree.

"If they're willing to buy a private homebuilder, they're trying to buy finished lots," said Citi analyst Josh Levin. "That tells you about the lack of land at good prices."

UBS analyst David Goldberg has written that competition for land could squeeze builders' margins as prices rise.

North Salt Lake, Utah-based Woodside might even mount a public offering of its own, Shine said.

An appetite for such an offering may well exist, said Steven Friedman, who runs the homebuilding practice at accounting firm Ernst & Young and has noticed a fair sense of optimism for homebuilder stocks among institutional investors.

In January, Beazer Homes USA Inc (BZH.N:) announced a secondary offering of 19.5 million shares, and closed it a week later at 22.4 million, reflecting strong investor demand.

Meanwhile, the Dow Jones U.S. Home Construction Index has risen about 24 percent since early April.

Of course, investors already can choose from smaller, publicly traded builders, such as Meritage Homes Corp (MTH.N:) and M/I Homes Inc (MHO.N:), which, like

Woodside, closed on about 2,000 homes in 2008.

"They trade by almost any metric at discounts to their big peers," Stifel Nicolaus analyst Mike Widner said.

NOT LIQUIDATING

Whether or not Woodside goes public, its emergence from bankruptcy is a sign of recovery, said Ernst & Young's Friedman.

Homebuilding peers such as publicly traded TOUSA Inc TOUSQ.PK and privately held Kimball Hill Homes are liquidating instead of reorganizing. But Woodside's former creditors, now its new owners, made a different decision.

"Letting the company live gave the lenders a better recovery than if it died," Friedman said. "That's an indicator that the worst is over."

During the housing industry's protracted downturn, production dropped to the point where there are only 2.1 empty new homes per 1,000 households, a level that should finally clear the field for new building, said Morningstar analyst Eric Landry.

Woodside's two biggest stakeholders are JPMorgan Chase & Co (JPM.N:), with 11.7 percent, and John Hancock Life Insurance Co, a part of Manulife Financial Corp (MFC.TO:), with 9.9 percent. Neither could be reached for comment.

→ Going into bankruptcy in September 2008, Woodside had about \$686 million in bank and note holder claims. Coming out, at the end of 2009, it had \$315 million in restructured debt. It has between \$150 million and \$200 million in cash.

The company has about 80 projects under construction now, mostly in California, Arizona and Nevada. It plans to build about 1,700 homes in 2010, the same number it did in 2009, but Shine declined to give a profit forecast.

He sees Woodside's competition as foreclosures and big public companies surviving by churning out volume. His strategy: turning Woodside's small size to its advantage by emphasizing speed and responsiveness.

Woodside, for example, can turn out entry-level homes faster, and it can handle a higher degree of customization on its more expensive products, Shine said. Woodside can deliver homes in about a month and a half -- even faster than the 99-day turnaround Meritage has been touting recently.

"In every downturn it becomes public knowledge that the public builders will triumph and the private builders will go away," he said. "But (public builders) still make up only a third of the market." (Reporting by Helen Chernikoff; Editing by Lisa Von Ahn)

RECEIVED

AUG 6 2014

January 22, 2013

Clerk/Board of Supervisors

VIA U.S. MAIL

RECEIVED BY EACH
BOARD MEMBER

Ronald Weaver

Re: Montrose Lot 21: Cracked Tile In Kitchen

Dear Homeowner:

Woodside Homes of Northern California, Inc. ("Woodside") is in receipt of your request for warranty service regarding the above referenced problem. While Woodside certainly hopes that you have enjoyed your home to this point and regrets any inconvenience this problem may have caused you, we must inform you that due to the close of escrow date for your home, which was October 19, 2006 and the requirements of Woodside's Plan of Reorganization, Woodside will not be able to take any further action on your warranty request or any future requests for service. The remainder of this letter explains in greater detail why Woodside will be unable to assist you further.

As you may be aware, beginning on August 20, 2008, an ad hoc group of creditors filed involuntary petitions under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") against Woodside and certain of its affiliates (the "Woodside Group Debtors") in the United States Bankruptcy Court for the Central District of California (Riverside Division) (the "Court"). Pursuant to a Court-approved stipulation, on September 16, 2008, the Woodside Group Debtors consented to the entry of orders for relief.¹

On November 25, 2009, the Court entered an order (the "Confirmation Order") confirming the Second Amended Joint Plan of Reorganization of Woodside Group, LLC and Affiliated Debtors (the "Plan"), as modified.² The effective date of the Plan occurred at the close of business December 31, 2009 (the "Effective Date"). The Plan provides, among other things, that, with certain exceptions, "from and after the Effective Date, the Reorganized Debtors shall reject, and shall have no further responsibility to honor or satisfy, any Reorganizing Debtor Warranty Claims." See Plan at §8.9. "Reorganizing Debtor Warranty Claims" are defined in the Plan as: "[a] Claim against any of the Reorganizing Debtors or Reorganized Debtors arising under, or with respect to, the Warranty Program or any other warranty obligation, whether

¹ In addition, (i) Woodside Portofino, Inc. and Woodside AMR 107, Inc. filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on March 31, 2008, (ii) Woodside Ceramista Village, LLC and Woodside Ceramista City, LLC filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on December 19, 2008, (iii) Alameda Investments, LLC filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on January 9, 2009, and (iv) Liberty Holdings Group, LLC filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on February 26, 2009.

² Capitalized terms that are not otherwise defined herein shall have the meanings given to them in the Plan. Copies of the Confirmation Order and the Plan may be downloaded free of charge at kccllc.net/woodside.

express, implied, statutory or otherwise, relating to the Reorganized Debtors' various building and construction projects." *See* Plan at §1.169. Under the Plan, "Warranty Program" means "[a]ll warranty obligations or customer programs established by the Reorganizing Debtors for the benefit of their customers, as modified from time to time, whether or not such plans or programs were or had been terminated according to their terms before the pertinent Petition Date or during the Chapter 11 Cases." *See* Plan at §1.185.

Thus, pursuant to the Court confirmed reorganization plan, as of the Effective Date, all Claims, including without limitation the Reorganizing Debtor Warranty Claims, have been discharged under the Plan. As a result, creditors are permanently enjoined from pursuing such claims against the Debtors other than to obtain the treatment for such claims (to the extent they are Allowed Claims) as specifically provided for in the Plan. *See* Plan at §10.3. All Allowed Claims against the Debtors shall receive the treatment for such claims as provided under the Plan.

Nothing contained herein shall be deemed to mean that you have an Allowed Claim against Woodside or any of the Debtors, or that Woodside or the Debtors concede that you have a claim against them. We regret any inconvenience this may cause you.

Sincerely,

The Woodside Warranty Department

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Human Services Committee



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



346-14

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

TO: Human Services Committee
Yuba County

FROM: Jennifer Vasquez, Interim Director
Tracy Bryan, Interim Program Manager

DATE: August 12, 2014

SUBJECT: Agreement between the County of Yuba and Children's Home Society
for CalWORKs Child Care Services

RECOMMENDATION: Human Services Committee recommends Board of Supervisors approval of the Agreement between the County of Yuba, on behalf of its Health and Human Services Department, and Children's Home Society for Stage I Child Care Services for the CalWORKs program.

BACKGROUND: Since July, 2001, Yuba County has contracted for CalWORKs Stage I Child Care Services with Children's Home Society, as mandated in CalWORKs legislation. This is a renewal of that Agreement in the amount of \$1,000,000.00 per fiscal year for the three-year period of July 1, 2014 through June 30, 2017.

DISCUSSION: Education Code Section 835(b) establishes three stages of child care services for CalWORKs recipients with the intent that the recipient does not experience a break in services while transitioning between the three stages of child care services. Children's Home Society currently contracts with the State Department of Education for Stage II and Stage III Child Care subsidies. This Agreement would allow the County of Yuba and Children's Home Society to continue to jointly administer CalWORKs Stage I Child Care to provide a seamless system of child care services for Yuba County's CalWORKs clients.

FISCAL IMPACT: The cost of this Agreement is funded by the CalWORKs Stage I Child Care Allocation and will not impact County General Funds.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for child care 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"), on behalf of its Health and Human Services Department, and Children's Home Society of California ("CONTRACTOR").

WHEREAS, with respect to the child care recipients of the CalWORKs Program, Education Code Section 8350 (b) establishes three stages of child care services through which a recipient of aid will pass with an intent that families shall experience no break in their child care services due to a transition between the three stages of child care services;

WHEREAS, Education Code Sections 8353 and 8354 state Stage II and Stage III shall be administered by agencies contracting with the State Department of Education, such as agencies that have an alternative payment program contract;

WHEREAS, the CONTRACTOR is the Child Care Resource and Referral (CCR&R) program of Yuba County, and a current Alternative Payment program contractor with the State Department of Education, providing parent education and information to parents, including child care referrals and coordination of community resources for parents and public or private providers of child care, and administration of child care subsidies;

WHEREAS, the CONTRACTOR contracts directly with the California Department of Education for Stage II and Stage III child care subsidies;

WHEREAS, Education Code Section 8352 states CCR&R and subsidy staff shall co-locate with a county welfare department's case management offices for aid or to arrange other means of swift communication with parents and case managers of this aid.

NOW, THEREFORE, the parties hereto mutually agree that the purpose of this Agreement entered into by and between COUNTY and CONTRACTOR is to jointly administer CalWORKs Stage I child care services (1) to meet the obligations as mandated in CalWORKs legislation to provide a seamless system of services as clients move between Stages I, II, and III and, (2) to achieve swifter communication in helping CalWORKs parents find local child care resources that will enable them to reach their Welfare-to-Work Plan goals.

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2014

Termination Date: June 30, 2017

The term of this Agreement shall become effective on July 1, 2014, and shall continue in force and effect for a period of three (3) year(s), unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant

to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-5.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director or Interim Director of Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Beverly Tidwell, Chief Executive Officer, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Budget
- Attachment G – Invoice Format
- Attachment H – Monthly Statistical Report
- Attachment I – Vendor Assurance of Compliance

9. TERMINATION

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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2014.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA:

CHILDREN'S HOME SOCIETY OF
CALIFORNIA:

John Nicoletti, Chair
Board of Supervisors

Beverly Tidwell
Chief Executive Officer
Tax ID: 95-1690976

INSURANCE PROVISIONS APPROVED:

Martha K. Wilson
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

Jennifer Vasquez, Interim Director
Yuba County Health and
Human Services Department

ATTACHMENT A

SERVICES

A.1. SCOPE OF SERVICES AND DUTIES.

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

A.1.1. CONTRACTOR will provide a full-time equivalent (FTE) staff person to provide Stage I child care intake and case management. This will occur at both the Yuba County One Stop and Children's Home Society of California office. The staff person will be scheduled a minimum of 15 hours a week at the One Stop and flexible to meet the needs of both Yuba County CalWORKs program and clients needs.

- a) Schedule child care orientation for CalWORKs participants according to their welfare-to-work (WTW) activities, schedules, and needs; i.e. some participants may need to be seen immediately, on a drop-in basis, after Intake appointments, and/or before, during, or after other WTW activities. CONTRACTOR will ensure that all child care orientations will be scheduled within 12 days of referral.
- b) Conduct group or individual child care orientations for CalWORKs participants referred by COUNTY staff that include:
 - 1) Presenting the child care options available to the participants,
 - 2) Identifying criteria for selecting quality child care to parents and educating parents on how to choose a quality, reliable child care provider appropriate to their child's developmental stage; and
 - 3) Assisting parents in the completion of appropriate forms for requesting subsidized child care payments.
- c) Provide CalWORKs parents child care referrals according to California Department of Education Policies, as requested, at both the Yuba County One Stop and Children's Home Society of California locations.
- d) Through the CCR&R, conduct educational workshops for prospective and current child care providers. These workshops may occasionally be held in the evenings or on Saturdays.
- e) Review all initial forms necessary for approval of child care, including Trustline and Health and Safety Certification forms.
- f) Serve as liaison with community child care providers by providing the following services:
 - 1) Contacting child care providers to set up child care for CalWORKs

- participants.
- 2) Updating changes in child care providers or schedules, as needed.
 - g) Be available to CalWORKs parents as necessary.
 - h) Return phone calls to CalWORKs parents within 24 hours and narrate phone contact in CHS case.
 - i) Send out the California Department of Education (CDE) 9608 form to CalWORKs parents when their child reaches the age of 10 years and ten months or older and narrate that the CDE 9608 form was sent in the CHS case.

A.1.2. CONTRACTOR shall provide administrative services as follows:

- a) Develop payment policies according to the California Department of Education, Early Educational and Support Division (EESD) Funding Terms and Conditions and California State Department of Social Services policies for Temporary Assistance to Needy Families (TANF) funding, as well as policies followed by the Division of Social Services.
- b) Assist CalWORKs participants in completion of application and agreement between licensed provider, parent, and case manager at agreed upon hours and rates for child care. Copies of the agreement shall be sent to the provider and given to the CalWORKs parent and case manager.
- c) Assist CalWORKs participants and license-exempt providers in the completion of Health and Safety Certification form, Trustline application, and fingerprint process, which the license-exempt provider is required to complete. CONTRACTOR shall schedule an initial appointment with all license-exempt providers and follow up on the Trustline paperwork; ensuring it is completed and tracked. CONTRACTOR shall notify the parent, the provider, and the CalWORKs Social Worker via a Notice of Action (NOA) if the provider's Trustline application is denied. CONTRACTOR will also send a termination of care notification to the provider and the CalWORK's Social Worker.
- d) Send to, and collect from, the provider the monthly attendance sheets for each child receiving a child care subsidy.
- e) Calculate and send all payments to providers within thirty (30) working days of receipt of complete and accurate child care payment form; as well as assess and collect Family Fees from parents as determined by the fee schedule outlined in the California Department of Social Services Welfare-to-Work regulations.

- f) Monitor funds for space available and coordinate transition into Stage II funding when case manager approves.
- g) Provide statistical information needed by COUNTY to meet State reporting requirements (Forms CW115/CW115a).

A.1.3. CONTRACTOR and COUNTY shall mutually:

- a) Establish a child care service schedule based upon the agreed upon referral form identifying the need for child care services and attach the current WTW Plan or WTW Activity Agreement for participants in the CalWORKs Program.
- b) Develop policies regarding payments to providers that are as similar as possible to the policies that shall be used in all stages. All payments will be paid to the provider upon receipt of proper claims and reporting.
- c) Formulate policies and procedures to avoid or minimize payments to providers due to CalWORKs participants using unapproved days or hours of child care.
- d) Notify the other party when participants are to be transitioned into either Stage II or Stage III child care.
- e) Meet on an as needed basis to discuss trends and changes in child care policies and stage regulations.

A.1.4. COUNTY shall:

- a) Submit parent schedule changes to CONTRACTOR within two working days.
- b) Submit notice and supporting documentation to CONTRACTOR within two working days when the parent is no longer receiving cash aid.
- c) Provide staff to translate when such staff is available.

A.2. TIME SERVICES RENDERED.

CONTRACTOR shall provide services from 8:30 am – 5:00 pm; a minimum of 15 hours (2 days) per week at Yuba County One Stop or Monday through Friday at Children's Home Society of California locations.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. EQUIPMENT AND MATERIALS PROVIDED BY CONTRACTOR.

Except as otherwise stated, CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. The equipment and materials provided by CONTRACTOR for the site location shall include:

- a) Computer or any other electronic data processing (EDP) equipment required by the CONTRACTOR's staff person.
- b) Cabling, modems, communications lines, etc., as needed to connect.
- c) Postage costs.
- d) Locking overhead cabinets to keep materials in while CONTRACTOR's staff person is not present.

A.5. EQUIPMENT AND MATERIALS PROVIDED BY COUNTY

COUNTY shall provide the following to CONTRACTOR for the provision of services at the Health and Human Services site:

- a) Office area for staff person provided by CONTRACTOR.
- b) Use of telephone, including voice mail capabilities.
- c) Use of Social Services copy machines for necessary on-site copying of small volumes; larger volumes, exceeding 100 copies, must be done elsewhere.
- d) Use of FAX machines, limited to necessary business.
- e) Use of County mail courier service.
- f) Ability to use facilities for meetings on a sign-up basis.
- g) Place to leave mail for postal pick-up.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1. BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed One Million Dollars (\$1,000,000.00) per each fiscal year of the term of this Agreement, as specified in Attachment F – Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed One Million Dollars (\$1,000,000.00) per fiscal year without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

B.1.1. By mutual agreement, at the beginning of the second fiscal year of the term of this Agreement, the maximum amount payable under this Agreement may be reviewed, renegotiated and amended as agreed upon by both parties.

B.2. PAYMENT PROVISION. COUNTY shall reimburse CONTRACTOR for all provider payments made on behalf of COUNTY for Stage I childcare services. COUNTY shall also pay to CONTRACTOR the actual amount for personnel, operating and other expenditures. The total reimbursable amount payable to CONTRACTOR shall not exceed One Million Dollars (\$1,000,000.00) per fiscal year.

B.3 CONTRACTOR shall submit detailed requests for payment, with back-up Provider Payment documentation attached, all other back-up documentation, proper claims and reporting will be available upon request after completion of services but no later than the tenth (10th) day of the month following provision of services in a format in accordance with Attachments G – Invoice Format and Attachment H -Monthly Statistical Report.

B.4. TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.5. AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

B.6. AUDITS AND REVIEWS. Authorized Federal, State, or County representatives shall have the right to monitor, assess or evaluate CONTRACTOR's performance pursuant to this Agreement, including, but not limited to, audits, inspection of premises and reports, and interviews of program staff and participants.

B.7. AUDIT EXCEPTIONS. If, at any time during the term of the Agreement, or within five (5) years after the expiration or termination of the Agreement, authorized representatives of COUNTY or CONTRACTOR's independent auditors conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and, if such audit finds that the COUNTY's dollar liability for said services is less than the payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at COUNTY's discretion, shall be either: 1) repaid forthwith within thirty (30) calendar days, or 2) offset against any future payments due CONTRACTOR by COUNTY. If such audit finds that the COUNTY's dollar liability for services provided to COUNTY hereunder is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY, provided that in no event shall the COUNTY's maximum obligation exceed the funds appropriated by COUNTY for the purpose of this Agreement.

B.8. RECORD RETENTION. COUNTY and CONTRACTOR shall prepare and maintain accurate and complete records regarding dates and types of services provided under the terms of this Agreement. All supporting documentation of expenditures related to services provided under the terms of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of last service or until all pending State, Federal and County audits are completed, whichever is later.

ATTACHMENT C

ADDITIONAL PROVISIONS

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

C.2. CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

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

C.4. CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C. 5. CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.6. DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

D.1.6. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7. As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2. LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to

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

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

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

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

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

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

D.8. STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to

COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

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

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

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

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

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

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

CONTRACTOR may terminate its services under this Agreement upon 30 days

written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

convenient to the fulfillment of these purposes.

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

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

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

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

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

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

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully

prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

Beverly Tidwell
Chief Executive Officer
Children's Home Society of California
1300 West Fourth Street
Los Angeles, CA 90017

ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability

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

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.7 Waiver of Subrogation. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to

obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT F

BUDGET

Personnel Expense: (Staff performing actual service)			
Salary			
Position/Class	Annual Salary	% of Time	Annual Service Cost Amount
Program Administrator	\$62,500	5%	\$3,125
Program Administrator	\$60,000	15%	\$9,000
Program Specialist	\$40,496	100%	\$40,496
Program Specialist	\$40,496	40%	\$16,198
Program Assistant	\$31,200	60%	\$18,720
Accounting Specialist	\$38,246	30%	\$11,474
Total Cost of Personnel Salary			\$99,013
Benefits			
	Total Annual Salary	Annual Benefits	Annual Service Cost Amount
Employee Benefits	\$99,013	30%	\$29,704
Payroll Taxes	\$99,013	10%	\$9,901
Total Cost of Service Benefits			\$39,605
Operating Expenses (Actual Costs not to exceed)			Annual Amount
			\$49,300
Provider Payments (Actual Costs not to exceed)			Annual Amount
			\$748,000
Program Support (Actual Costs not to exceed)			Annual Amount
			\$64,082
Grand Total			\$1,000,000

ATTACHMENT G

INVOICE FORMAT

ATTACHMENT G INVOICE FORMAT			
Contractor's Name and Address		Contact Name and Phone Number	
Children's Home Society of California 1650 Sierra Avenue Suite 102 Yuba City, CA 95993		Tammy Andersen 530-673-7503	
Program		Period of Service	
CalWORKs Stage 1 Child Care Services			
Personnel Position/Class	Salary	% of Time	Amount
Program Administrator	\$ -	5%	\$ -
Program Administrator	\$ -	15%	\$ -
Program Specialist	\$ -	100%	\$ -
Program Specialist	\$ -	40%	\$ -
Program Assistant	\$ -	60%	\$ -
Accounting Specialist	\$ -	30%	\$ -
Total Salary Expenses			\$ -
Benefits	Salary	% of benefits	Amount
Employee Benefits	\$ -	30%	\$ -
Payroll Taxes	\$ -	10%	\$ -
Total Benefit Expenses			\$ -
Total Personnel Expenses			\$ -
Operating Expenses			
Description			Amount
Professional Fees			\$ -
Audit Fees			\$ -
Office Supplies			\$ -
Provider Supplies			\$ -
Subscriptions			\$ -
Communications			\$ -
Advertisement			\$ -
Postage			\$ -
Rent			\$ -
Utilities			\$ -
Recycling Charge			\$ -
Storage Space Rental			\$ -
Care of Building and Grounds			\$ -
Building Security			\$ -
Equipment Purchase			\$ -

Total Personnel Expenses \$	
Operating Expenses	
Description	Amount
Professional Fees	\$ -
Audit Fees	\$ -
Office Supplies	\$ -
Provider Supplies	\$ -
Subscriptions	\$ -
Communications	\$ -
Advertisement	\$ -
Postage	\$ -
Rent	\$ -
Utilities	\$ -
Recycling Charge	\$ -
Storage Space Rental	\$ -
Care of Buliding and Grounds	\$ -
Building Security	\$ -
Equipment Purchase	\$ -
Equipment Leasing and Rental	\$ -
Licenses/Software	\$ -
Equipment Maintenance	\$ -
Printing	\$ -
Travel	\$ -
Licenses and Fees	\$ -

ATTACHMENT H
STATISTICAL MONTHLY REPORT

CHILDREN'S HOME SOCIETY OF CALIFORNIA

**Monthly Statistical Report for Yuba County
Stage 1 Child Care Services**

For the month of:
Prepared by:

Total unduplicated number of referrals received during report month: _____

Child care authorizations for the report month: _____

Total number of orientations scheduled during the report month: _____
Number of Individual Orientations: _____
Number of Group Orientations: _____

Total number of orientations completed during the report month: _____
Number of Individual Orientations: _____
Number of Group Orientations: _____

Number of Children Enrolled During the Report Month	Number of Children Terminated During the Report Month	Number of Families Enrolled During the Report Month	Number of Families Terminated During the Report Month

Families Eligible to transfer to Stage 2: _____

Yuba County Stage 1 Statistical Data Report Worksheet

ATTACHMENT I

VENDOR ASSURANCE OF COMPLIANCE

VENDOR ASSURANCE OF COMPLIANCE WITH THE YUBA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Children's Home Society of California.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal

government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

7/18/14
Date

Beverly J. J. J.
Director's Signature

1650 Sierra Ave. Suite 102, Yuba City CA, 95993

Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance



Protective Inspection Committee





County of Yuba³⁴⁷⁻¹⁴
Community Development

915 8th Street, Suite 123, Marysville, CA 95901

Environmental Health Division

Phone: (530) 749-5450

Fax: (530) 749-5454

Web: <http://www.co.yuba.ca.us>

Memo

To: Protective inspection committee

From: Environmental Health Director, Tejinder Maan
Environmental Health Supervisor, Paul Donoho, Jr. *Paul Donoho, Jr.*

Subject: Adoption of a Graywater ordinance specific to the area of Yuba County

Date: 08/12/2014

Recommendation:

Staff recommends the adoption of a Graywater Ordinance for the continued protection of the health and safety of Yuba County residents. This ordinance will allow the use and regulation of graywater systems (separate from septic systems) in appropriate areas of the county, while restricting or prohibiting their use where conditions are not favorable.

Background:

The California gray water ordinance was enacted as a water saving measure on August 4th, 2009. The law authorized a city, county, or other local agency to adopt an ordinance that would prohibit gray water systems outright or establish more restrictive standards than those published in the California Building Standards Code. Very few inquiries were received by the Yuba County Building Department and Environmental Health Department after the enactment of that law. An ordinance was not proposed at that time.

On October 8th, 2011 in response to ongoing drought conditions, AB 849 was approved. This Bill amended the original law to repeal the authority of the city, county, or other local agency to prohibit entirely the use of graywater systems while still allowing the adoption of more restrictive standards under specific requirements. The amendment requires that to adopt a more restrictive ordinance local climatic, geological, topographical, or public health conditions are to be outlined and they must be limited to

the areas where the conditions exist. Since the adoption of this amendment, inquiries have been made to the Environmental Health Department regarding the application and use of graywater. It was during review of these inquiries that it was realized that due to varied conditions in the county a graywater ordinance with more restrictive requirements was needed.

Discussion:

Due to the types of geology, drainage and soils formations found in a large part of Yuba County, it is not feasible to safely or practically support the application of graywater as proposed under the California Building Standards Code. This varied geology also makes it difficult to delineate specific areas and restrictions will have to be made on a case by case basis.

The use of advanced septic systems to overcome some of those restrictive conditions is also, in its own right a limiting factor for graywater use. These advanced septic systems will not function properly if the gray water is removed prior to application to the treatment units.

A copy of the proposed ordinance and a summary of the current laws are being forwarded with this memo.

Fiscal Impact:

Appropriate fees, which will cover staff time, for permitting and review will be developed so that there will be no direct fiscal impact to the county. No other impact is expected from this approval.

An act to amend Section 18941.7 of the Health and Safety Code, and to amend Section 14877.3 of the Water Code, relating to water.

| Approved by Governor October 08, 2011. Filed Secretary of State October 08, 2011. |

LEGISLATIVE COUNSEL'S DIGEST

AB 849. Gatto. Water: use efficiency: graywater building standards.

Existing law authorizes a city, county, or other local agency to adopt, after a public hearing and enactment of an ordinance or resolution, building standards that prohibit entirely the use of graywater, or building standards that are more restrictive than the graywater building standards adopted by the Department of Housing and Community Development and published in the California Building Standards Code.

This bill would repeal the authority of a city, county, or other local agency to adopt building standards that prohibit entirely the use of graywater and instead authorize the adoption, under specified requirements, of standards that are more restrictive than that adopted pursuant to state requirements. The bill would require that an ordinance enacted pursuant to this authority include the local climatic, geological, topographical, or public health conditions requiring different building standards. The bill would also require a city, county, or other local agency to seek consultation with the local public health department prior to commencing the issuance of permits for indoor graywater systems, as specified.

DIGEST KEY

Vote: MAJORITY Appropriation: NO Fiscal Committee: NO Local Program: NO

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 18941.7 of the Health and Safety Code is amended to read:

18941.7.

Subject to Section 14877.3 of the Water Code, a city, county, or other local agency may adopt, after a public hearing and enactment of an ordinance or resolution, building standards that are more restrictive than the graywater building standards adopted by the Department of Housing and Community Development under Section 17922.12 and published in the California Building Standards Code.

SEC. 2.

Section 14877.3 of the Water Code is amended to read:

14877.3.

(a) Subject to subdivision (b), a city, county, or other local agency may adopt, after a public hearing and enactment of an ordinance or resolution, building standards that are more restrictive than the graywater building standards adopted pursuant to state requirements.

(b) An ordinance adopted pursuant to subdivision (a) shall include the local climatic, geological, topographical, or public health conditions that necessitate building standards that are more restrictive than the graywater building standards adopted pursuant to state requirements and shall be limited to the specific area of the city, county, or local agency where the conditions exist.

(c) Prior to commencing the issuance of permits for indoor graywater systems pursuant to state requirements relating to graywater, a city, county, or other local agency shall seek consultation with the local public health department to ensure that local public health concerns are addressed in local standards or ordinances, or in issuing permits.

SEC. 3.

It is the intent of the Legislature to encourage the use of graywater systems and to provide consistency and uniformity in the implementation of graywater standards in this state, where appropriate. It is the intent of the Legislature to support innovation in the development of graywater technology that promotes prudent water conservation efforts for this state.

ORDINANCE NO. _____

**AN ORDINANCE ADDING CHAPTER 7.09 ADRESSING THE USE OF
GRAYWATER TO THE YUBA COUNTY ORDINANCE CODE**

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By:  _____

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 (60 days if pertaining to fees) after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2.

CHAPTER 7.09

GRAYWATER SYSTEMS

(NONPOTABLE WATER REUSE SYSTEMS)

Sections

7.09.010	Intent
7.09.020	Restricted Use
7.09.030	Graywater Systems-General
7.09.040	Definitions
7.09.050	Permit Required
7.09.060	System Requirements
7.09.070	Drawings and Specifications
7.09.080	Groundwater Depth
7.09.090	Inspection and Testing
7.09.100	Procedure for Estimating Graywater Discharge
7.09.110	Determination of Maximum Absorption Capacity
7.09.120	Required Area of Irrigation or Disposal Field
7.09.130	Tank Construction
7.09.140	Graywater Systems
7.09.150	Irrigation, Disposal Field and Mulch Basin Construction
7.09.160	Mulch Basin
7.09.170	Irrigation Field
7.09.180	Disposal Field
7.09.190	Special Provisions
7.09.200	Indoor Use of Treated Graywater

ARTICLE I GENERAL

7.09.010 Intent

The intent of this Ordinance is:

- (A) To conserve water in Yuba County by facilitating greater reuse of laundry, shower, lavatory and similar sources of discharge water for irrigation and/or indoor use where appropriate.
- (B) Help reduce the number of non-compliant graywater systems by making legal compliance more easily achievable.
- (C) Provide guidance for avoiding potentially unhealthful conditions.
- (D) Reduce the loading on standard (permitted and functioning) private sewage disposal systems by diverting the graywater.
- (E) Establish the Yuba County Environmental Health Department as the Enforcement Agency for the review and permitting of Gray Water Systems.

7.09.020 Restricted Use

Many areas in Yuba County do not meet the requirements of the graywater ordinance due to improper soils, drainage, slopes, etc.. Many areas of the southern valley portion of the county (such as Linda, Olivehurst, Plumas Lakes and the Wheatland area) have poor drainage and deep hardpan soils. Many areas in the foothills and hill portions of the county (such as Loma Rica, Dobbins, Browns Valley, Camp Far West, and Smartsville) have shallow soils and/or slow perking soils as well as slopes and many surface drainages that are not conducive to the proper disposal of graywater.

Conditions which restrict or will prohibit the use of graywater systems in Yuba County include but are not limited to:

- (A) Any parcel that requires an advanced (pretreatment) type septic system will not be allowed a gray water system. These advanced systems need full household water flows to maintain proper operation and treatment.
- (B) Any parcel with less than 36" of suitable soils under the application zone is not appropriate for graywater application. Many parcels in the county do not meet this requirement. (i.e. perks < 5 mpi or > 60 mpi, soil type classed as sand/gravel, hardpan, fractured, or highly weathered rock, etc..).

- (C) Shallow lines or fields will not be allowed on excessive slopes. The allowable slope of a useable area will depend on the trench or field depth and/or the soil type and perk rates but in no case will disposal be allowed on slopes greater than 30%.
- (D) Any parcel highly restricted by geologic conditions (i.e. drainage, rock outcrops, etc.) or one that is too small to accommodate an appropriately sized graywater system while maintaining all applicable setbacks (as outlined below in Table 7.09-1) will not be allowed to discharge graywater.

70.09.030 Definitions

Clothes Washer System A graywater system utilizing only a single domestic clothes washing machine in a one- or two-family dwelling shall be considered a Clothes Washer System.

Complex System Graywater systems that discharge over 250 gallons (947 L) per day are considered complex systems.

Disposal Areas An intended destination for graywater including but not limited to a mulch basin, drip irrigation field, disposal leach field, or other method of disposal approved by the Enforcement Agency.

Disposal Leach Field A trench system designed only for disposal of graywater.

Enforcement Agency Yuba County Environmental Health (YCEH)

Graywater Pursuant to Health and Safety Code Section 17922.12, "graywater" means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes but is not limited to wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers.

Graywater System A system designed to collect graywater and transport it out of the structure for distribution in an Irrigation or Disposal Field. A graywater system may include tanks, valves, filters, pumps or other appurtenances along with piping and receiving landscape.

Drip Irrigation Field An intended destination for graywater disposal that utilizes drip tubing and/or emitters that are dedicated to landscape irrigation (i.e. shrubs, trees, flower beds, etc.)

Mulch Organic waste material including but not limited to leaves, pruning material, straw, pulled weeds and wood chips. Mulch shall be permeable enough to allow rapid infiltration of graywater.

Mulch Basin A type of irrigation or disposal field filled with mulch or other approved permeable material of sufficient depth, length and width to prevent ponding or runoff. A mulch basin may include a basin around a tree, a trough along a row of plants or other shapes necessary for irrigation or disposal.

Receiving Landscape Includes features such as soil, basins, swales, mulch, and plants.

Simple System A graywater system serving a one- or two-family dwelling with a discharge of 250 gallons (947 L) per day or less are considered simple systems and exceed a clothes washer system.

Treated Graywater Non-potable water collected and treated on-site suitable for direct beneficial use.

ARTICLE II

OUTDOOR USE OF GRAYWATER

7.09.040 Graywater Systems – General

- (A) Except as otherwise provided for in this chapter, the provisions of this code shall be applicable to gray water system installation. The provisions of this part shall apply to the construction, alteration, discharge, use, and repair of graywater systems. The graywater system shall not be connected to any potable water system without an air gap or other physical device which prevents backflow and shall not cause the ponding or runoff of graywater.
- (B) Installation of a gray water system shall not be considered to decrease the capacity of any private sewage disposal system, including any required future replacement areas.
- (C) The type of system shall be determined by the location, discharge capacity, soil type, and ground water level. The system shall be designed to handle graywater discharged from the building and may include tank(s) and other appurtenances necessary to ensure proper function of the system.

Note: It is not the intent of this section to require that all graywater must be handled by an irrigation field or disposal field. It is acceptable for excess graywater to be diverted to the building sewer through the overflow required pursuant to Section 7.09.130 (E).

(D) No graywater system or part thereof shall be located on any lot other than the lot that is the site of the building or structure that discharges the graywater, nor shall any graywater system or part thereof be located at any point having less than the minimum setback distances indicated in Table 7.09-1.

(E) Fill soil shall not be used to meet the requirements for disposal of graywater.

(F) A standard septic system or pressure dosed septic system that does not have an outlet filter on the septic tank will be required to add one when a gray water system is used. This is to protect the septic system from the high solids waste that may be generated by removing gray water from the septic system influent.

(G) No construction permit for any graywater system shall be issued until a plot plan with appropriate data (as outlined in section 7.09.070) that is satisfactory to the Enforcement Agency (YCEH) has been submitted and approved. When there is insufficient lot area or when soil conditions are not appropriate to prevent the ponding or runoff of the graywater, as determined by the Enforcement Agency (YCEH), no graywater system shall be allowed.

Exception: A construction permit shall not be required for a clothes washer system which does not require cutting into or adding to the existing plumbing system provided that it is in compliance with Section 7.09.061.

(H) All graywater systems shall be designed to allow the user to direct the flow to either the irrigation/disposal field or to the building sewer. The means of changing the direction of the graywater shall be clearly labeled and readily accessible to the user.

(I) Water used to wash diapers or similarly soiled or infectious garments or other prohibited contents such as hazardous chemicals derived from activities including the cleaning of car parts, washing greasy or oily rags, or disposing of waste solutions from home photo labs or similar hobbyist or home occupational activities, shall be diverted by the user to the building sewer.

(J) Graywater shall not be used in spray irrigation, allowed to pond or runoff and shall not be discharged directly into or reach any storm water system or any surface body of water.

(K) Human contact with graywater or the soil irrigated by graywater shall be minimized and avoided, except as required to maintain the graywater system. The discharge point of any graywater irrigation or disposal field shall be covered by at least (2) inches (51 mm) of mulch, rock, or soil, or a solid shield to minimize the possibility of human contact.

(L) Graywater shall not be used to irrigate root crops or edible parts of food crops that touch the soil.

(M) Common times you are required to divert your Graywater system to the building sewer:

- a) During the rainy season.
- b) When washing dirty diapers.
- c) When washing anything with chemicals, such as oily rags.
- d) Anytime you notice that the water isn't draining well and pooling or runoff may occur in the disposal/use area.
- e) If you think your plants are receiving too much water.
- f.) Anytime you use products that are harmful to plants (i.e. bleach , harsh cleaners, etc)

7.09.050 Permit

A written construction permit shall be obtained from the Enforcement Agency (YCEH) prior to the erection, construction, reconstruction, installation, relocation or alteration of any graywater system that requires a permit as outlined in the following chart:

Construction Permit Requirements

Type of System	Permit Requirements
Clothes Washer System (outdoor)	No construction permit required if conditions in Section 7.09.061 are met. Notification and plans are required to be submitted to Environmental Health.
Simple System (outdoor)	Permit and plans required may also require a separate building permit.
Complex System (outdoor)	Permit and plans required may also require a separate building permit.
Treated Graywater (indoor or outdoor))	Permit and plans required may also require a separate building permit.

7.09.060 System Requirements

7.09.061 Clothes Washer System

A clothes washer system in compliance with all of the following is exempt from the construction permit specified in Section 7.09.050 and may be installed or altered without a construction permit:

- (A) Notification has been provided to the Enforcement Agency (YCEH) and to any Water Agency that may supply the parcel with domestic potable water. This notification must have plans showing the proposed location and installation of the graywater irrigation or disposal system as well as a completed notification form and the appropriate review fee.

- (B) The design shall allow the user to direct the flow to the irrigation/ disposal field or to the building sewer. The directional control of the graywater system shall be clearly labeled and readily accessible to the user.
- (C) The installation, change, alteration or repair of the system does not include a potable water connection or a pump and does not affect other building, plumbing, electrical or mechanical components including structural features, egress, fire-life safety, sanitation, potable water supply piping or accessibility.

Note: The pump in a clothes washer shall not be considered part of the graywater system.

- (D) The graywater shall be contained on the parcel/site where it is generated.
- (E) Graywater shall be directed to and contained within an irrigation or disposal field.
- (F) Ponding or runoff is prohibited and shall be considered a potential health hazard and a nuisance.
- (G) Graywater may be released above the ground surface provided at least two (2) inches (51 mm) of mulch, rock, or soil, or a solid shield covers the release point. Other methods which provide equivalent separation are also acceptable.
- (H) Graywater systems shall be designed to minimize contact with humans and domestic pets. (Shallow and above ground systems must be fenced from all animal intrusion)
- (I) Water used to wash diapers or similarly soiled or infectious garments shall not be used and shall be diverted to the building sewer.
- (J) Graywater shall not contain hazardous chemicals derived from activities such as cleaning car parts, washing greasy or oily rags, or disposing of waste solutions from home photo labs or similar hobbyist or home occupational activities.
- (K) Exemption from the construction permit requirements of this code shall not be deemed to grant authorization for any graywater system to be installed in a manner that will violate other provisions of this code or any other laws or ordinances of Yuba County or the State of California.
- (L) An operation and maintenance manual for the system shall be provided for the system. Directions shall indicate the manual is to remain with the building throughout the life of the system and indicate that upon change of ownership or occupancy, the new owner or tenant shall be notified that the structure contains a graywater system.

7.09.062 Simple System

Simple systems discharge more than just graywater from a clothes washer and shall comply with the following:

- (A) The discharge capacity of a graywater system shall be determined by Section 7.09.100. Simple systems have a discharge capacity of 250 gallons (947 L) or less per day.
- (B) Simple systems shall require a construction permit from the Enforcement Agency. The Enforcement Agency (YCEH) shall consult with any public water system (as defined in Health and Safety Code, Section 116275) providing drinking water to the dwelling before issuing a construction permit.
- (C) The design of simple systems shall be acceptable to the Enforcing Agency and shall meet generally accepted graywater system design criteria.
- (D) Any system requiring modification to the plumbing system, electrical system or other building related appurtenances shall also require the appropriate building permits.

7.09.063 Complex System

Any graywater system that is not a clothes washer system or simple system shall comply with the following:

- (A) The discharge capacity of a graywater system shall be determined by Section 7.09.100. Complex systems have a discharge capacity over 250 gallons (947 L) per day.
- (B) Complex systems shall require a construction permit from the Enforcement Agency (YCEH). The Enforcement Agency (YCEH) shall consult with any public water system (as defined in Health and Safety Code, Section 116275) providing drinking water to the dwelling before issuing a construction permit.
- (C) A complex system shall be designed by a person who can demonstrate competence to the satisfaction of the Enforcing Agency (YCEH).
- (D) Any system requiring modification to the plumbing system, electrical system or other building related appurtenances shall also require the appropriate building permits.

7.09.070 Drawings and Specifications

Graywater systems for which a construction permit is required must submit plans and details of the proposed graywater system necessary to ensure compliance with the

requirements of this chapter. The Enforcement Agency (YCEH) may require any or all of the following information to be included with or in the plot plan before a permit is issued for a graywater system:

- (A) A plot plan to scale completely dimensioned, showing lot lines and structures, direction and approximate slope of surface, location of all present or proposed retaining walls, drainage channels, water supply lines, wells, paved areas and structures on the plot, number of bedrooms and plumbing fixtures in each structure, location of private sewage disposal system and 100 percent expansion area or building sewer connecting to public sewer, and location of the proposed graywater system.
- (B) Details of construction necessary to ensure compliance with the requirements of this Ordinance together with a full description of the complete installation, including installation methods, construction and materials as required by the Enforcement Agency (YCEH).
- (C) A log of soil formations and ground water level determined by test holes dug in close proximity to any proposed irrigation area, together with a statement of water absorption characteristics of the soil at the proposed site. In lieu of perk tests the Enforcement Agency may allow the use of table 7.09-2, an infiltration rate designated by the Enforcement Agency, or an infiltration rate determined by a test approved by the Enforcement Agency (YCEH).

Exception: The Enforcement Agency (YCEH) may waive the requirement for identification of groundwater level and/or soil absorption qualities based on knowledge of local conditions.

7.09.080 Groundwater Depth

Verification of ground water levels which exceed three (3) vertical feet (915 mm) from the deepest irrigation or disposal point of the proposed graywater system shall not be required.

Note: The absence of groundwater or signs of groundwater in a test hole three (3) vertical feet (915 mm) below the deepest irrigation or disposal point shall be sufficient to satisfy this section unless seasonal high groundwater levels have been documented to rise to within this area.

7.09.090 Inspection and Testing

(A) Inspection

A graywater system for which a construction permit is required shall be subject to inspection by the Enforcement Agency (YCEH) and such construction or work shall remain accessible and exposed for inspection purposes until approved. At

the time of final inspection, an operation and maintenance manual shall be provided to the owner and/or tenant. Directions shall indicate the manual is to remain with the building throughout the life of the system and upon change of ownership or occupancy, the new owner or tenant shall be notified the structure contains a graywater system.

(B) Testing

- a) Tanks shall be filled with water to the overflow line prior to and during inspection. Seams and joints shall be left exposed, and the tank shall remain watertight.
- b) A flow test shall be performed through the system to the point of graywater irrigation or disposal. Lines and components shall be watertight.

7.09.100 Procedure for Estimating Graywater Discharge

(A) Single Family Dwellings and Multi-Family Dwellings.

The graywater discharge for single family and multi-family dwellings shall be calculated by estimates of graywater use based on water use records, calculations of local daily per person interior water use, or the following procedure:

- a) The number of occupants of each dwelling unit shall be calculated as follows:

First Bedroom2 occupants
Each additional bedroom1 occupant

- b) The estimated graywater flows of each occupant shall be calculated as follows:

Showers, bathtubs.....25 GPD (95 LPD)/occupant and wash
basins.
Laundry.....15 GPD (57 LPD)/occupant

The total number of dwellings shall be multiplied by the applicable estimated graywater discharge as provided above and the type of fixtures connected to the graywater system.

- (B) Daily Discharge –** Graywater systems using tanks shall be designed to minimize the amount of time graywater is held in the tank and shall be sized to distribute the total amount of estimated graywater on a daily basis.

Exception: Treated graywater systems when approved by the Enforcement Agency (YCEH).

7.09.110 Required Area of Irrigation or Disposal Fields

Irrigation or disposal fields may have one or more valved zones. Each zone must be of adequate size to receive the graywater anticipated in that zone.

No irrigation or disposal field shall extend within three (3) vertical feet (915 mm) of the highest known seasonal groundwater, or to a depth where graywater contaminates the groundwater, ocean water or surface water. The applicant shall supply evidence of groundwater depth to the satisfaction of the Enforcement Agency (YCEH).

Note: The absence of groundwater in a test hole three (3) vertical feet (915 mm) below the deepest irrigation or disposal point shall be sufficient to satisfy this section unless seasonal high groundwater levels have been documented to rise to within this area.

7.09.120 Determination of Maximum Absorption Capacity

(A) Wherever practicable, irrigation or disposal field size shall be computed from Table 7.09-2.

(B) In order to determine the absorption quantities of questionable soils other than those listed in Table 7.09-2, the proposed site may be subjected to percolation tests acceptable to the Enforcement Agency (YCEH).

Exception: Irrigation fields in compliance with Section 7.09.170, which only utilize drip type emitters.

(C) When a percolation test is required; no graywater system shall be permitted if the test shows the absorption capacity of the soil is unable to accommodate the intended discharge of the proposed graywater system.

Exception: The Enforcement Agency (YCEH) may waive the requirement for percolation tests based on knowledge of local conditions or may accept other testing methods.

7.09.130 Tank Construction

(A) When system design includes a tank, specifications for the tank shall be submitted to the Enforcement Agency (YCEH) for approval. Such plans shall show all dimensions and other pertinent data.

(B) Tanks shall be constructed of solid, durable materials not subject to excessive corrosion or decay and shall be water-tight.

- (C) Each tank shall be vented as required by Chapter 9 of the California Plumbing code, shall be sealed against vermin and mosquitoes, and have an access opening to allow for inspection and cleaning.
- (D) Each tank shall have its rated capacity permanently marked on the unit. In addition, a sign stating "GRAYWATER IRRIGATION SYSTEM, CAUTION — UNSAFE WATER -- DO NOT DRINK" shall be permanently marked on the holding tank.
- (E) Each tank shall have an overflow drain. The overflow drain shall have a permanent connection to the building drain or building sewer, upstream of septic tanks, if any. The overflow drain shall not be equipped with a shutoff valve.
- (F) The overflow drain shall not be less in size than the inlet pipe. The vent size shall be determined based on the total graywater fixture units as outlined in Table 7-5 of the California Plumbing Code. Unions or equally effective fittings shall be provided for all piping connected to the holding tank.
- (G) Each tank shall be structurally designed to withstand all anticipated earth or other loads. Tank covers shall be capable of supporting an earth load of not less than three hundred (300) pounds per square foot (1,464.7 kg/m²) when the tank is used for underground installation.
- (H) The overflow system must be designed so that the tank overflow will gravity drain to the existing sewer line or septic tank. The tank shall be protected against sewer line backflow by a backwater valve.
- (I) An overflow drain and backwater valve is not required on a clothes washer system.

7.09.140 Graywater Systems

Graywater systems shall comply with Sections 7.09.141 through 7.09.143.

7.09.141 Pipe Materials

Graywater pipe, valves and fittings shall conform to the requirements of Sections 604.0, 605.0 and 606.0 of the California Plumbing Code.

7.09.142 Identification

Graywater distribution piping upstream of any connection to an irrigation or disposal field or a distribution valve shall be identified with the words "CAUTION: NONPOTABLE WATER -- DO NOT DRINK." Marking shall be at intervals not to exceed five (5) feet (1,524 mm).

7.09.143 Valves

All valves shall be accessible and appropriately marked. A backwater valve installed pursuant to this code shall be provided on all tank drain connections to the sanitary drain or sewer piping.

7.09.150 Disposal Areas

Irrigation fields, disposal fields and mulch basins used in graywater systems shall comply with this section. Graywater systems may contain either an irrigation field or a disposal field or a combination of both. This section is not intended to prevent the use of other methods of graywater irrigation or disposal approved by the Enforcement Agency (YCEH).

7.09.151 Mulch Basin

A mulch basin may be used as an irrigation or disposal field. Mulch basins shall be sized in accordance with Table 7.09.2 and be of sufficient depth, length and width to prevent ponding or runoff during the graywater surge of a clothes washer, bathtub or shower. Mulch must be replenished as required due to decomposition of organic matter. Mulch basins will require periodic maintenance, reshaping or removal of dirt to maintain surge capacity and to accommodate plant growth and prevent ponding or runoff.

7.09.152 Drip Irrigation Field

The provisions of this section are not intended to prevent the use of any appropriate material, appliance, installation, device, design or method of construction. If an alternate design is not available, the following provisions may be used as guidance in the design of a graywater irrigation field:

- (A) Filters used in graywater irrigation systems shall be as specified by the manufacturer's installation instructions for the design flow rate and intended use. The filter backwash and flush discharge shall be contained and disposed of into the building sewer system, septic tank or, with approval of the Enforcement Agency (YCEH), a separate mini-leachfield sized to accept all the backwash and flush discharge water per table 7.09-2. Filter backwash water and flush water shall not be used for any purpose. Sanitary procedures shall be followed when handling filter backwash and flush discharge or graywater.
- (B) Emitters shall be designed to resist root intrusion and shall be of a design recommended by the manufacturer for the intended graywater flow and use. For emitter ratings, refer to Irrigation Equipment Performance Report, Drip Emitters and Micro-Sprinklers, Center for Irrigation Technology, California State University, 5730 N. Chestnut Avenue, Fresno, California 93740-0018.

- (C) Each irrigation zone shall be designed to include no less than the number of emitters specified in Table 7.09-3, or through a procedure designated by the Enforcement Agency (YCEH). Minimum spacing between emitters is in any direction and shall be sufficient to prevent surfacing or runoff.
- (D) The system design shall provide user controls, such as valves, switches, timers and other controllers, as appropriate, to rotate the distribution of graywater between irrigation zones.
- (E) All drip irrigation supply lines shall be polyethylene tubing or PVC Class 200 pipe or better and Schedule 40 fittings. All joints shall be properly solvent-cemented, inspected and pressure tested at 40 psi (276 kPa), and shown to be drip tight for five minutes, before burial. All supply piping shall be covered to a minimum depth of two (2) inches (51 mm) of mulch or soil. Drip feeder lines can be poly or flexible PVC tubing and shall be covered to a minimum depth of two (2) inches (51 mm) of mulch or soil.
- (F) Where pressure at the discharge side of the pump exceeds 20 psi (138 kPa), a pressure-reducing valve able to maintain downstream pressure no greater than 20 psi (138 kPa) shall be installed downstream from the pump and before any emission device.
- (G) Each irrigation zone shall include a flush valve/anti-siphon valve to prevent back siphonage of water and soil.

7.09.153 Disposal Leach Field

The provisions of this section are not intended to prevent the use of any appropriate material, appliance, installation, device, design or method of construction. If an alternate design is not available the following provisions may be used as guidance in the design of a graywater disposal field:

- (A) Disposal systems shall be not less than three (3) inches (80 mm) in cross sectional dimension and shall be constructed of perforated high-density polyethylene pipe, perforated ABS pipe, perforated PVC pipe, leaching chambers or other approved materials, provided that sufficient openings are available for distribution of the graywater into the trench area. Material, construction, and perforation shall be in compliance with the appropriate absorption field's drainage standards and shall be approved by the Enforcement Agency (YCEH).
- (B) Filter material, clean stone, gravel, slag, or similar filter material acceptable to the Enforcement Agency (YCEH), varying in size from three-quarter (3/4) inch (19.1 mm) to two and one-half (2-1/2) inches (64 mm) shall be placed in the trench to the depth and grade required by this section. The perforated section

shall be laid on the filter material in an approved manner. The perforated section shall then be covered with filter material to the minimum depth required by this section. The Enforcement Agency shall then be called for inspection. After inspection and acceptance filter material shall then be covered with untreated building paper, straw, or similar porous material to prevent closure of voids with earth backfill and then the final earth backfill shall be placed over the filter material cover.

Exception Manufactured leaching chambers shall be installed in compliance with the manufacturer's installation instructions.

- (C)** Disposal fields shall be constructed as follows:
(See chart below)

Specification	Minimum	Maximum
Number of drain lines per valved zone ¹	1	—
Length of each perforated line ¹	—	100 ft. (30,840 mm)
Bottom width of trench ¹	12 in. (305 mm)	24 in. (610 mm)
Spacing of lines, center to center ¹	4 ft. (1219 mm)	—
Depth of earth cover of lines	2 in. (51 mm)	—
Depth of filter material cover of lines	2 in. (51 mm)	—
Depth of filter material beneath lines ¹	3 in. (76 mm)	—
Grade of perforated lines	level	3 in./100 ft. (2 mm/m)

Manufactured leaching chambers shall be installed in compliance with the manufacturer's installation instructions.

- (D)** When necessary on sloping ground to prevent excessive line slopes, disposal lines shall be stepped or installed on the contour lines of the slope. The lines between the horizontal leaching sections shall be made with approved water-tight joints and installed on natural or unfilled ground.

7.09.160 Special Provisions

- (A)** Other collection and distribution systems shall be permitted by the local Enforcement Agency (YCEH), as allowed by Section 108.7 of the current version of the California Plumbing Code.
- (B)** Nothing contained in this chapter shall be construed to prevent a city, county, or city and county or other local government from, after a public hearing and enactment of an ordinance or resolution, further restricting or prohibiting the use of graywater systems. For additional information, see Health and Safety Code Section 18941.7.

- (C) Graywater stub-out plumbing may be allowed for future connection prior to the installation of irrigation lines and landscaping. Stub-out shall be permanently marked "GRAYWATER STUB-OUT, CAUTION --- UNSAFE WATER-DO NOT DRINK".

Table 7.09-1 Location setbacks for Graywater Systems

Min. Horizontal Distance	Tank	Irrigation Field	Disposal Field
Required From:	Feet/mm	Feet/mm	Feet/mm
Building structures ¹	5 (1,524 mm) ²	2 (610 mm)	5 (1,524 mm)
Property line adjoining private Property	5 (1,524 mm)	1.5 (458 mm)	5 (1,524 mm)
Private Water supply wells ³	50 (15,240 mm)	100 (30,480 mm)	100 (30,480 mm)
Public water supply wells	100 (30,480 mm)	150 (30,480 mm)	150 (45,720 mm)
Streams and lakes ³	50 (15,240 mm)	100 (30,480 mm) ^{4,5}	100 (30,480mm) ⁴
Swales and Drainages	25(7,620mm)	50(15,240mm)	50(15,240mm)
Sewage pits or cesspools	5 (1,524 mm)	5 (1,524 mm)	5 (1,524 mm)
Sewage disposal field	5 (1,524 mm)	4 (1,219 mm) ⁶	4 (1,219 mm) ⁶
Septic tank	0 (0)	5 (1,524 mm)	5 (1,524 mm)
Onsite domestic water service Line	5 (1,524 mm)	0 (0)	0 (0)
Pressurized public water main	10 (3,048 mm)	10 (3,048 mm) ⁷	10 (3,048 mm) ⁷

¹ Building structures does not include porches and steps, whether covered or uncovered, breezeways, roofed porte cocheres, roofed patios, carports, covered walks, covered driveways, and similar structures or appurtenances.

² Underground tanks shall not be located within a 45 degree angle from the bottom of the foundation, or they shall be designed to address the surcharge imposed by the structure. The distance may be reduced to six (6) inches (153 mm) for aboveground tanks when first approved by the Enforcement Agency (YCEH).

³ Where special hazards are involved, the distance required shall be increased as directed by the Enforcement Agency (YCEH).

⁴ These minimum clear horizontal distances shall also apply between the irrigation or disposal field and the ocean mean higher high tide line.

⁵ The minimum horizontal distance may be reduced to 50 feet (15,240 mm) for irrigation fields utilizing graywater which has been filtered prior to entering the distribution piping.

⁶ Plus two (2) feet (610 mm) for each additional foot of depth in excess of one (1) foot (305 mm) below the bottom of the gray water drain line.

⁷ For parallel construction or crossings, approval by the Enforcement Agency (YCEH) shall be required.

Table 7.09-2 Design Criteria of Six Typical Soils

Type of Soil	Square Feet	Gallons	Square Meters	Liters	MPI
	Minimum square feet of irrigation/leaching area per 100 gallons of estimated graywater discharge per day	Maximum absorption capacity in gallons per square foot of irrigation/leaching area for a 24-hour period	Minimum square meters of irrigation/leaching area per liter of estimated graywater discharge per day	Maximum absorption capacity in liters per square meter of irrigation/leaching area for a 24-hour period	Approximate perk rate
Coarse sand or Gravel	20	5.0	0.005	203.7	5
Fine sand	25	4.0	0.006	162.9	12
Sandy loam	40	2.5	0.010	101.8	18
Sandy clay	60	1.7	0.015	69.2	24
Clay with considerable sand or gravel	90	1.1	0.022	44.8	48
Clay with small amounts of sand or gravel	120	0.8	0.030	32.6	60

Table 7.09-3 Subsurface Drip Design Criteria of Six Typical Soils

Type of Soil	Maximum emitter discharge (gal/day)	Minimum number of emitters per gpd of graywater production
1.Sand	1.8	0.6
2.Sandy loam	1.4	0.7
3.Loam	1.2	0.9
4.Clay loam	0.9	1.1
5.Silty clay	0.6	1.6
6.Clay	0.5	2.0

Use the daily graywater flow calculated in Section 7.09.100 to determine the number of emitters per line.

ARTICLE III **INDOOR USE**

7.09.170 Indoor Use of Treated Graywater

Graywater shall not be allowed for indoor use, such as flushing toilets and urinals, unless treated by an approved onsite water treatment system approved by the Enforcement Agency (YCEH). For the purposes of this section, graywater treated by an approved on-site water treatment system shall be considered "Treated Graywater". Treated graywater and treated graywater systems shall comply with the provisions of the current adopted version of the California Plumbing Code, Chapter 16A Non-potable Water Reuse Systems Part II (DWR) sections 1613A.0 to 1621A.0, and all of the following:

- (A) The treated graywater shall have a separate tank sized to minimize the length of time it is retained.
- (B) A maintenance and operation manual for the treatment system shall be kept at the location of the system.
- (C) Treated graywater intended for use indoors shall meet the California Department of Public Health statewide uniform criteria for disinfected tertiary recycled water as provided in California Code of Regulations, Title 22 Section 60301.230.
- (D) Approval and Permits from the Enforcement Agency (YCEH) and the building department.

NOTE: Authority Cited: Health and Safety Code Sections 17040, 17921, 17922 and 19990.
Reference: Health and Safety Code Sections 17922.12 and 18941.7.

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