

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.

OCTOBER 7, 2014

- 5:30 P.M. Finance and Administration Committee** - (Supervisors Nicoletti and Griego - Alternate Supervisor Abe)
- A. (448-14) Consider Public Defender - First Conflict agreement with Michael J. Sullinger, Douglas Tibbits and Philippa Lauben - County Administrator (Ten minute estimate)
- Human Services Committee** - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)
- A. (449-14) Consider resolution authorizing Health and Human Services Director to enter into and execute agreements with Foster Family Agencies for the provision of intensive treatment foster care services - Health and Human Services (Ten minute estimate)
- 6:00 P.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, 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 Stocker
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA**: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
- A. Clerk of the Board of Supervisors
1. (450-14) Appoint Claudia Hollis as an At-large representative to the Behavioral Health Advisory Board for term ending October 7, 2015.
2. (451-14) Approve minutes of meetings held September 16 and 23, 2014.
3. (452-14) Appoint Christina May to the Child Care Planning Council as the discretionary representative for a term to end September 30, 2016.
- B. Clerk-Recorder/Elections
1. (453-14) Adopt resolution appointing members in lieu of election to the Board of Directors for various special districts.
- C. County Administrator
1. (454-14) Adopt resolution approving amended Joint Powers Agreement with the California Home Finance Authority (CHF) sponsored by the Regional Council of Rural Counties (RCRC).
- D. Emergency Services
1. (455-14) Adopt resolution proclaiming the continued existence of ongoing local drought emergency in County.

E. Health and Human Services

1. (456-14) Adopt resolution approving 2014-2017 Public Health Emergency Preparedness, State General Fund Pandemic Influenza, funding agreement with the California Department of Public Health, authorizing the Chair to execute documents as required by agreement and rescinding Resolution Number 2013-95.

F. Sheriff-Coroner

1. (457-14) Approve agreement with Yuba Sutter Mental Health Services for laundry services performed by Yuba County Inmates and authorize Chair to execute.
2. (458-14) Approve Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for inmates at the jail and authorize Chair to execute.

IV. **SPECIAL PRESENTATION**

- A. (459-14) Present proclamation honoring October 2014 as Domestic Violence Month. (Five minute estimate)

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

VI. **COUNTY DEPARTMENTS**

A. Board of Supervisors

1. (460-14) Appoint California State Association of Counties Board of Director representative and alternate for term commencing November 18, 2014. (Five minute estimate)

B. County Administrator

1. (461-14) Adopt resolutions reducing maximum special tax for single family residential property in Improvement Area "A" of Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), clarifying rate and method of apportionment of special tax, approving Supplement No. 2 of Acquisition agreement; Adopt 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 "A" of Community Facilities District 2005-1; and authorizing related actions with respect to the bonds. (Thirty minute estimate)

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

- A. (462-14) Notice from Yuba County Auditor enclosing Independent Audit of the financial records for Peoria Cemetery District for year ending June 30, 2013.
- B. (463-14) Notice from U.S. Small Business Administration advising of economic injury disaster loans available to California small businesses.
- C. (464-14) Notice from Pacific Gas and Electric Company regarding Narrows No. 2 Transmission Line Project, Reply to comments and recommended conditions.
- D. (465-14) Two notices from CA Office of Emergency Services regarding disaster designation for various primary and contiguous counties, including Yuba County, due to agricultural losses caused by drought.
- E. (466-14) Notice from Central Valley Regional Water Quality Control Board regarding ground water remediation of volatile organic compounds at site SS023 in Yuba County.
- F. (467-14) Notice from Child Care Planning Council enclosing report of activities and accomplishments for Fiscal Year 2013-2014.

- G. (468-14) Notice from Auditor-Controller enclosing Independent Audit for North Yuba Water District for years ending June 30, 2012 and 2013.

VIII. **CLOSED SESSION**

- A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations -
DDAA/Confidential/Unrepresented/Management

IX. **ADJOURN**

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

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.

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Finance and Administration Committee





The County of Yuba

Office of the County Administrator

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

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

DATE: October 7, 2014
TO: Finance & Administration Committee
FROM: Robert Bendorf, County Administrator *RB/DM*
BY: Grace Mull, Management Analyst
RE: Public Defender Services Contract – First Conflict

RECOMMENDATION

It is recommended that the Board of Supervisors award the Public Defender Services – First Conflict contract to Michael J. Sullinger, Douglas Tibbits and Philippa Lauben and authorize the Chairman to sign.

BACKGROUND

Counties are mandated to provide indigent defense services. Costs for these services are paid for by the General Fund. The Public Defender Services – First Conflict contract allows the County to provide legal defense for indigent defendants upon appointment by the Superior Court subsequent to the Public Defender declaring a conflict with the case.

County Administrative staff placed the contract out to bid through a Request for Proposal (RFP) process in late July as the current three-year contract for 1st Conflict Public Defender Services expires on October 31, 2014.

DISCUSSION

Two (2) proposals were received and evaluated by a panel consisting of representatives from the Office of County Counsel, District Attorney and Public Defender. The evaluation considered cost, experience, availability and expertise, as well as responsiveness of the bid. Based on the evaluation, the panel recommended award of the contract to Michael J. Sullinger, Douglas Tibbits and Philippa Lauben.

All three (3) attorneys are experienced trial attorneys. Their combined case experience includes murder, assault, robbery, narcotics, and gang related crimes. The attorneys are all associated with the Law Offices of Michael J. Sullinger and will maintain their current office in Yuba City. They will be available for Yuba County Superior Court any time client representation is required and will be available to meet with clients at their office or at the Yuba County Jail when necessary.

FISCAL IMPACT

Through a negotiation process with the Attorneys, compensation will be provided in the following manner with Year One being included in the FY 2014-15 budget:

Year One: 11/1/14 – 10/31/15 - At the current contract rate of \$9,750 per month

Year Two: 11/1/15 – 10/31/16 - \$9,945 per month

Year Three: 11/1/16 – 10/31/17 - Rate to be negotiated between County and Attorney

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

THIS CONTRACT is made this ____ day of _____, 2014 by and between the COUNTY OF YUBA, a political subdivision of the State of California ("County"), and MICHAEL J. SULLINGER, PHILIPPA LAUBEN, AND DOUGLAS TIBBITTS ("Attorney").

WITNESSETH

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

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

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

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

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

NOW THEREFORE, the parties hereto agree:

A. SCOPE OF ATTORNEY SERVICES

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

a) "Adults" deemed indigent by the appointing Courts who are defendants in criminal cases (EXCLUDING, SEXUALLY VIOLENT PREDATORS 6602 WELFARE & INSTITUTIONS CODE CASES, AND MHO MENTAL HEALTH 6500 & 6502 WELFARE & INSTITUTIONS CODE CASES) or who require legal representation in connection with police identification or pre-statement counseling as set forth in (b), infra.

b) Attorney shall perform the services of First Conflict Attorney upon appointment by the Superior Court. Upon appointment by a Judge of the Superior Court pursuant to this agreement, Attorney shall represent criminal defendants in felony and misdemeanor cases in the Court.

c) Attorney agrees to accept cases that are assigned to Attorney by a Judge of the Court. It is however understood by the parties that case assignments will be made to the Attorney only in conflict situations, i.e. single defendant public defender conflicts, or where there are numerous defendants or numerous other parties in a case and the appointment of one or more public defenders to other defendants or parties necessitates the appointment of Attorney.

d) Attorney agrees to accept murder cases limited to a maximum of two (2) new cases per contract year and will be handled through completion.

e) In the event that Attorney is appointed by the Court for a capital murder (death penalty) case, Attorney and County agree to meet and confer concerning compensation to defray the expense of obtaining additional resources as may be needed.

2.0 Attorney shall provide competent and adequate legal representation for those persons described in Section 1 and shall provide daily representation in the departments of the Superior Court of Yuba County. Attorney shall be a full-time attorney

and shall also provide secretarial and other personnel and, except as may otherwise be proved herein, office space and all materials, equipment, facilities, and supplies necessary for the support of the personnel in the legal services specified herein.

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

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

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

B. CHANGE OF VENUE

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

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

such rate is established, at the prevailing rate allowed private taxpayers by the IRS for each mile driven in the individual's privately owned automobile; provided, however, that in no case shall the cost of travel exceed the cost of available public transportation plus necessary incidental expenses related to the use of such public transportation.

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

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

C. SPECIAL COUNSEL

4.0 County shall bear the cost of special counsel appointed by the Court where such appointments are occasioned by bringing mass criminal charges resulting from natural disaster or civil disorder. County shall also bear the cost of special counsel with an expertise in DNA when deemed reasonable and necessary by the Court.

5.0 Where special counsel is appointed by the Courts as a result of:

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

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

D. OTHER EXPENSES

6.0 Unless payable by the Court, County shall pay all required and necessary witness fees, including expert witnesses, and for the services of Court authorized laboratories, forensic services, medical or other technical experts, and any other Court ordered expenses deemed reasonable and necessary by the Court. The cost of discovery required by law or Court order is not an additional charge against the County. In addition, Court or County shall pay for Attorney's investigator per ex-parte Order being submitted and approved by the Court which may be necessary for competent and adequate representation of defendants.

E. COMPENSATION

7.0 Compensation shall be provided in the following manner:

a) From November 1, 2014 to October 31, 2015, County shall pay Attorney at the rate of Nine Thousand, Seven Hundred and Fifty Dollars (\$9,750) each month, in arrears, through and including October 2015.

b) From November 1, 2015 to October 31, 2016, County shall pay Attorney at the rate of Nine Thousand, Nine Hundred and Forty Five Dollars (\$9,945) each month, in arrears, through and including October 2016.

c) From November 1, 2016 to October 31, 2017, County shall pay Attorney at a rate negotiated between Attorney and the County.

d) Payment warrants shall be issued to LAW OFFICES OF MICHAEL J. SULLINGER.

e) Said monthly amounts are payable in full on or before the thirteenth (13th) day of each month. Prior to receiving payment, Attorney shall, five (5) working days

prior to the thirteenth (13th) day, submit a County Claim to the County Administrator in the appropriate amount for all services and other charges under this contract which Attorney may have rendered during the pay period set forth herein. Attached to the claim, the Attorney shall submit a monthly report for the prior month indicating the number of new assignments or appointments, the number of cases closed, the number of open cases and the number of conflicts that month.

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

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

h) Attorney and County agree that in the event one of the Attorneys named in this contract is unable to perform the duties of the contract, the remaining Attorneys will continue the services required of the contract. Any additions or deletions to the current Attorneys named in this contract will require a contract amendment.

F. COPY MACHINE

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

G. AVOIDANCE OF CONFLICTS

9.0 Attorney represents and warrants to the County that, while this Contract is in effect, the performance of the legal services under Contract shall be the priority business of Attorney and any associates or employees of Attorney. Attorney covenants to decline to advise or represent clients, or undertake cases or legal projects, which foreseeably could conflict with services under this Contract.

H. INSURANCE REQUIREMENTS

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

I. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

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

J. CONTINUATION OF REPRESENTATION

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

K. TERMS AND TERMINATION

13.0 This Contract shall take effect November 1, 2014 and shall continue until October 31, 2017. This Contract cannot be terminated at any time prior to its termination date except by mutual consent or by the breach of either party. Such breach by Attorney for termination by County shall include, but shall not be limited to: the breach of any covenant; the refusal of the Courts to appoint Attorney or one of his associates to any case covered by this Contract for any reason other than a conflict of interest; the loss or suspension of the ability to practice law in this state for any reason. Such breach by County for termination by Attorney shall include, but shall not be limited to, failure of

County to timely provide payment. Further, either party may terminate this Contract upon two months (60 days) written notice to the other party.

13.1 Attorney shall have an option to renew the Contract for a term equal to the original term. Attorney shall inform the County of Attorney's desire to renew the Contract for the option period by notifying the Board of Supervisors in writing before the end of January of the year of the termination of Contract.

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

L. ENTIRE AGREEMENT AND AMENDMENT

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

M. ASSIGNMENT

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

N. NOTICE

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

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

ATTORNEY: Michael J. Sullinger
1512 Starr Drive, Suite A
Yuba City, CA 95993

O. STANDARDS OF REPRESENTATION

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

“Duty of careful, factual and legal investigation.” See *People v. Ibarra* (1963) 60 Cal 2d 460; *In re Saunders* (1970) 2 Cal 2d 1033; *ABA Standards on the Defense Function* (“ABA Standards”), section 4.1. Duty to take prompt action to protect a client’s legal rights. See ABA Standards, section 3.6(a). Duty to keep client informed.

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

P. INTERPRETATION OF AGREEMENT

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

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

ATTEST

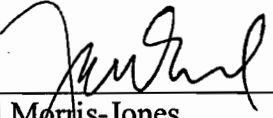
COUNTY OF YUBA

Donna Stottlemeyer,
Clerk of the Board of Supervisors

John Nicoletti, Chairman
Board of Supervisors

APPROVED AS TO FORM

ATTORNEY



Angil Morris-Jones
County Counsel

Michael J. Sullinger

Douglas Tibbitts

Philippa Lauben

ATTACHMENT A – INSURANCE PROVISIONS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ATTORNEY has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$300,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance as appropriate to ATTORNEY’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

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

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



Human Services Committee



The County of Yuba

449-14

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, 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: Human Services Committee
Yuba County

FROM: Jennifer Vasquez, Director
Tony Roach, CWS Program Manager
Health & Human Services Department

DATE: October 7, 2014

SUBJECT: Resolution Authorizing the Director of Health and Human Services to Execute Agreements for Professional Services with Licensed Foster Family Agencies and any amendments or pertinent documents thereto.

RECOMMENDATION: Recommend Board of Supervisors approval authorizing the Director of Health and Human Services to enter into and execute Agreements for Professional Services with Foster Family Agencies, including but not limited to Creative Alternatives Foster Family Agency, for the provision of Intensive Treatment Foster Care (ITFC).

BACKGROUND: ITFC services are available to youth without a violent felony conviction in the Child Welfare or Probation systems with serious emotional and/or behavioral issues who are at risk of psychiatric hospitalization or being placed in a group home. The youth receive individualized, intensive, in-home therapeutic and behavior-management services in a family setting. ITFC foster parents receive specialized training and the youth are provided with support counselors.

DISCUSSION: Yuba County received approval from the California Department of Social Services to implement an ITFC Program administered pursuant to the Welfare and Institutions Code Section 18358. Program implementation requires the County to enter into an agreement with the Foster Family Agency participating in the ITFC Program.

FISCAL IMPACT: Entering into Agreements with Foster Family Agencies will not impact County General Funds as placement costs for foster youth are paid in accordance with the rates determined by CDSS. The administrative responsibilities of the Department are mandated by State and Federal law and are funded with State and Federal Dollars.

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RESOLUTION AUTHORIZING THE)
YUBA COUNTY HEALTH AND HUMAN)
SERVICES DEPARTMENT TO ENTER)
INTO AND EXECUTE AGREEMENTS)
WITH FOSTER FAMILY AGENCIES FOR) RESOLUTION NO. _____
THE PROVISION OF INTENSIVE)
TREATMENT FOSTER CARE SERVICES)
_____)

WHEREAS, ITFC services are available to non-Felony youth in the Child Welfare or Probation systems with serious emotional and/or behavioral issues who are at risk of psychiatric hospitalization or being placed in a group home. When given the opportunity to participate in ITFC, the individual attention each youth receives can positively impact their choices and increases their chances of reaching their full potential; and

WHEREAS, Yuba County received approval from the California Department of Social Services (CDSS) to implement an ITFC Program administered pursuant to the Welfare and Institutions Code Section 18358 et. seq. Program implementation requires the County to enter into agreement with each Foster Family Agency (FFA) that participates in the ITFC Program; and

WHEREAS, Yuba County Health and Human Services Department (YCHHSD) would like to enter into agreement(s) with FFA's, including, but not limited to Creative Alternatives Foster Family Agency, for the provision of ITFC services; and

Page 1 of 2

administrative responsibilities of the Department are mandated by State and Federal law and are funded with 1991 and 2011 Realignment and Federal dollars.

NOW, THEREFORE, BE IT RESOLVED by the Yuba County Board of Supervisors that the Director of YCHHSD is hereby authorized, upon review and approval of County Counsel, to enter into and execute standard Professional Services Agreements for the provision of ITFC services with authorized FFA's and the Director is granted permission to execute any amendments to the agreement and documents as may be required by the agreement. A copy of said Agreement and any amendments thereto shall be filed in the office of the Clerk of the Board, County of Yuba.

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

AYES:

NOES:

ABSENT:

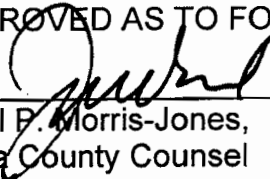
ABSTAIN:

County of Yuba

By: _____
Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Angil P. Morris-Jones,
Yuba County Counsel

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for 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 Creative Alternative Foster Family Agency ("CONTRACTOR") in order to implement the provisions of Senate Bill (SB) 969, Chapter 832 (1995) and Assembly Bill (AB) 1473 (2012). Specific provisions of law are contained in Sections 18358 et seq. of the Welfare and Institutions Code (WIC) for the provision of Intensive Treatment Foster Care (ITFC).

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: November 1, 2014

Termination Date: June 30, 2017

The term of this Agreement shall become effective on November 1, 2014, and shall continue in force and effect for a period of thirty-two months unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to 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 renewed 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 such services from CONTRACTOR.

3. FISCAL PROVISIONS.

Fiscal provisions to this Agreement are set forth 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-6.

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 Health and Human Services is the representative of the COUNTY and will administer this Agreement for the COUNTY. Rene Salazar, Program Director, 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 - Fiscal Provisions
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Confidentiality Provisions Statements
- Attachment I - Vendor Assurance of Compliance (CR-50)

9. TERMINATION

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

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

"COUNTY"

"CONTRACTOR"

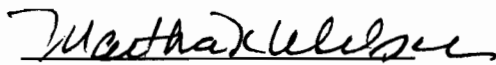
COUNTY OF YUBA
COUNTY PLACING AGENCY

CREATIVE ALTERNATIVE FOSTER

Jennifer Vasquez, Director
Yuba County Health and Human
Services Department

Rene Salazar
Program Director
Tax ID # _____

INSURANCE PROVISIONS APPROVED


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


Angil P. Morris-Jones
County Counsel

ATTACHMENT A SERVICES

SCOPE OF SERVICES AND DUTIES

A.1 COUNTY SCOPE OF RESPONSIBILITIES AND DUTIES. COUNTY shall:

A.1.1 Identify the population of children to be served with priority given to identifying children in Group Homes for eligibility under WIC 18358, et seq.

A.1.2 Determine the placement of eligible children in ITFC programs. All children placed in the program shall either have completed level of care assessment indicating a need for services greater than regular foster care or have their placement reviewed by the county placing agency. [WIC 18358.05(b)(2)(A) and 18358.23(a)]

A.1.3 Monitor CONTRACTOR for compliance under WIC 18348, et seq. [WIC 18358.05(b)(2)(D)]

A.1.4 Monitor the implementation of case plan for the child and provide routine case management services. [WIC 18358.05(b)(2)(D) and 18358.23 (c)-(d)]

A.2 CONTRACTOR'S SCOPE OF SERVICES AND DUTIES. CONTRACTOR shall:

A.2.1 Provide participating ITFC foster parents with at least 40 hours of training in the care of emotionally disturbed children or children who have a serious behavioral problem before becoming an ITFC parent and before placement of a child pursuant to this program, 32 hours of ongoing in-service training within the first 12 months after becoming a certified ITFC foster parent; and 12 hours of ongoing in-service training each year thereafter. Training shall include, but not be limited to: working with abused and neglected children, behavior de-escalation techniques, and cardiopulmonary resuscitation and first aid. All training shall be completed prior to the child's placement in the home. In two-parent homes, placement may be made after one parent has completed 40 hours of training, provided that an additional 20 hours of ongoing in-service training are completed within 12 months after becoming an ITFC foster parent and provided that the second parent has completed 40 hours of training and completes an additional 20 hours of training within the first six months of certification of the foster parent as an ITFC foster parent. [WIC 18358.01(a)(2)]

A.2.2 Provide ITFC foster parents with all necessary support services. [WIC 18358.10(a)(4)]

A.2.3 Implement an effective 24 hours a day, seven days a week social work emergency response service to include the criteria for an in-person response and

define the timeframe in which in-person response will be made. Provide COUNTY with contact information for a 24-hour on-call administrator who is available to facilitate appropriate and timely responses to emergency situations.

A.2.4 Caseloads for participating social work case managers shall be based on an average of eight children per full time worker or an equivalent thereof, except as provided in WIC Section 18358.30(b)(1). [WIC 18358.10(b)]

A.2.5 Provide case management for the child, the biological parents of the child, and the ITFC foster parents.

A.2.6 Each certified family home shall be assigned a trained in-home support counselor with experience in residential treatment. The support counselor shall have one of the following: [WIC 18358.10(c)(1)(A-C)]

A.2.6.1 A bachelor's degree in a social science related field and at least six months of experience in working with emotionally disturbed children or children who have a serious behavioral problem.

A.2.6.2 An associate degree in a social science related field and have at least one year's experience in working with emotionally disturbed children or children who have a serious behavioral problem.

A.2.6.3 Upon approval of the county placing agency, the educational requirements may be waived for support counselors with at least two years of experience working with emotionally disturbed children or children who have a serious behavioral problem, and who demonstrate a combination of education, skills, and experience that meets the specific cultural and linguistic needs of the target population.

A.2.7 Each in-home support counselor shall have completed 40 hours of training to include, but not be limited to, working with abused and neglected children, behavior de-escalation techniques, cardiopulmonary resuscitation, first aid and developing treatment plans for emotionally disturbed children or children who have a serious behavioral problem. All training shall be completed prior to placing a child in a certified family home for which the support counselor is assigned responsibility. An additional 20 hours of ongoing in-service training is required within the first 12 months after becoming an ITFC support counselor. [WIC 18358.10(c)(3)]

A.2.8 Each in-home support counselor shall provide support service to the child and the foster family. This service shall include, but not be limited to: [WIC 18358.10(c)(3)]

A.2.8.1 Structuring a safe environment for the child collateral contacts, and any administrative or training functions necessary to implement the child's needs and services plan.

A.2.8.2 Developing the child's needs and services plan to ensure the services meet the child's needs and are appropriate to and consistent with the minimum level of service specified in WIC 18358.30. The child's individual needs and services plan shall be reviewed and approved by the certified ITFC foster parents.

A.2.9 Within one month of placement, CONTRACTOR shall develop each child's needs and services plan which shall be agreed upon by the county placing agency and the certified ITFC foster parent(s) in accordance with WIC 18358.15 and 18358.20. The services CONTRACTOR shall provide or arrange for include, but are not limited to the following:

A.2.9.1 Individualized needs and services plans that ensure continuity and stability in the placement of participating children in certified ITFC homes that meet the needs of eligible children, including children making the transition from institutional placement to non-institutional placement. The needs and services plan for each child in placement shall describe the specific needs of the child and the appropriate level of services provided to the child pursuant to WIC 18358.30.

A.2.9.2 In-home and support services necessary to implement the case plan.

A.2.9.3 Other necessary services for children in placement including medical, dental, and mental health services.

A.2.9.4 Coordinate services with local education agencies and the service provider's nonpublic school, where applicable. [WIC 18358.10(d)]

A.2.10 No more than one emotionally disturbed child or child who has a serious behavioral problem shall be placed in a certified ITFC family home unless CONTRACTOR provides COUNTY with a written assessment of the risk and compatibility of placing together two children who are emotionally disturbed or have a serious behavioral problem. More than two children who are emotionally disturbed or have serious behavioral problems who are siblings may be placed together in the same certified family home if the placement is approved by the county placing agency. However, there shall be no more than a total of five children living in a certified family home with two adults, and there shall be no more than a total of three children living in a certified family home with one adult,

except in cases where children living in the home other than those placed pursuant to this chapter are 15 years of age or older. [WIC 18358.15(b)]

A.2.11 Any use of physical contact to manage the behavior of a child that is reported to CONTRACTOR pursuant to WIC 18538.25 shall in turn be reported by CONTRACTOR to the Community Care Licensing Division of California Department of Social Services (CDSS) as a special incident pursuant to Section 80061 of Title 22 of the California Code of Regulations. [WIC 18358.15(c)]

A.2.12 CONTRACTOR shall submit a summary of the services and supports provided to each child to COUNTY on an annual basis including the type and cost of the services delivered. [WIC 18358.20(e)]

A.2.13 CONTRACTOR shall have written policies and procedures and processes in place as set forth in WIC 18358.20.

A.2.14 When the county placing agency and CONTRACTOR agree that alternative services are in the best interest of the child, CONTRACTOR may provide the following types of services in the lieu of in-home support services pursuant to WIC 18358.30(b)(4)(C).

- Therapy
- Behavior modification services
- Support counselor services
- Psychotropic medication and monitoring
- Respite services
- Family therapy to aid in family reunification
- Education liaison services to maintain the child in the classroom.

A.2.15 Services funded by another public source shall not be counted in determining whether CONTRACTOR has met its obligations pursuant to this Agreement. [WIC 18358.30(g)]

A.2.16 Comply and require its officers and employees to comply with the provisions of WIC 10850 and Division 19 of the CDSS Manual of Policies and Procedures to assure that any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

A.2.17 CONTRACTOR shall not accept ITFC program placements from other counties without approval of COUNTY.

A.2.18 Submit an annual summarized report to COUNTY by July 31st each year describing the type and cost of services delivered. [WIC 18358.20(e)]

A.2.19 Provide COUNTY with CONTRACTOR's policies and procedures on how CONTRACTOR will provide or arrange for the following services and activities pursuant to WIC 18358.20:

A.2.19.1 The system for recruiting, training, and supervising qualified in-home support counselors.

A.2.19.2 How the program is structured to ensure the safety of the child, how suicide attempts, runaways, sexual acting out or, violent and assaultive behavior will be handled, and what will occur to reduce or eliminate future episodes.

A.2.19.3 Frequency of treatment plan review, modifications of treatment plans, and the role of the foster family and the child's parents in development of the treatment plan.

A.2.19.4 The process for recruitment, selection and training of foster parents, including respite foster parents pursuant to WIC 18358.20(h).

A.3 JOINT RESPONSIBILITIES:

A.3.1 Representatives of CONTRACTOR and COUNTY will meet at least quarterly to review case progress, service level and rates. The key objective will be to ensure focus on reducing service level as feasible and appropriate.

A.3.2 Management staff of CONTRACTOR and COUNTY will meet quarterly to review and evaluate status of collaboration and compliance with WIC 18358 et seq.

A.3.3 For the purpose of inter-agency management oversight, a review of case status every six months is required.

A.4 TIME SERVICES RENDERED. The services will be provided on such dates and at such times as mutually agreed upon by the COUNTY and CONTRACTOR.

A.5 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.6 FACILITIES FURNISHED BY COUNTY. CONTRACTOR shall, at their sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

ATTACHMENT B

FISCAL PROVISIONS

- B.1 FISCAL PROVISIONS:** This Agreement does not set, nor imply a rate of payment to CONTRACTOR. Pursuant to WIC 18358.30, CONTRACTOR is entitled to reimbursement at a rate set by the CDSS, with or without entering into this Agreement. The CDSS rate is to be paid through COUNTY's Social Services Division, based on eligibility criteria established by the State of California. This Agreement in no way supersedes or modifies the eligibility and/or reimbursement rate issuance process as established by the CDSS. Annually CDSS sets and publishes the ITFC Authorized Rates for approved providers based on appropriate service level (I/II/III).

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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 and/or CONTRACTOR for the purposes of this Agreement are not made available to and/or CONTRACTOR.

C.3 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.4 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.5 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.6 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.7 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.8 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable

local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C. 9 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY'S Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C. 10 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY'S representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C. 11 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.

C. 12 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.

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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 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.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, Director
Yuba County Health and
Human Services Department
P.O. Box 2320
Marysville, CA 95901

With a copy to:

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

If to CONTRACTOR:

Rene Salazar, Program Director
2855 Geer Road
Turlock, CA 95382

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 group counseling services entered into between the COUNTY and Victor Community Support Services, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set 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: _____

CONTRACTOR

Rene Salazar, Program Director

**ATTACHMENT I
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.

Date

Signature

2855 Geer Road, Turlock, CA 95382

Address of vendor/recipient

CR50-Vendor Assurance of Compliance

(08/13/01)



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: Behavioral Health Advisory Board
Date: October 7, 2014

Recommendation

Appoint Claudia Hollis as an at-large representative to the Behavioral Health Advisory Board for term ending October 7, 2015.

Background and Discussion

On July 22, 2014, your Board dissolved the Mental Health and Substance Abuse Advisory Boards and established the Behavioral Health Advisory Board. Pursuant to the by-laws of the Advisory Board, terms are for three years with the initial appointments to be staggered so that all members' terms would not conclude at the same time, therefore, the recommendation for a one year term.

One application have been received from Mrs. Hollis and is attached for your consideration in addition to a recommendation from Sutter Yuba Mental Health Services.

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

Fiscal Impact

None.

Committee Action

Brought directly to the Board for consideration.

**SUTTER-YUBA MENTAL HEALTH SERVICES**


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



Tony Hobson, Ph.D.
Assistant Director of Human Services
Director of Mental Health/Alcohol & Drug Program Administrator

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

Memorandum

DATE: September 5, 2014
TO: Yuba County Board of Supervisors
FROM: Tony Hobson, Ph.D. 
Director of Mental Health

SUBJECT: Recommendation of Appointment to the Behavioral Health Advisory Board (BHAB)

On behalf of the Behavioral Health Advisory Board, I wish to recommend the appointment of Claudia Hollis to fill the vacant "At-Large" seat on the Behavioral Health Advisory Board representing Yuba County. Please reference her attached application.

Please schedule for the next Yuba County Board of Supervisors Meeting and advise this office (through Sue Hopper) when Ms. Hollis' appointment has been approved. Thank you for your favorable consideration of this request.

TH/sh

Attachment

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

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

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

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

The County of Yuba

RECEIVED



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: Sutter-Yuba Behavioral Health Board
(Yuba County Member-at-Large)

APPLICANT NAME:

Claudia Hollis

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

Marysville, 95901

PHYSICAL ADDRESS
(Street, City, Zip):

Marysville, 95901

TELEPHONE:

HOME:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Branch Manager of FREED (Disability & Aging
Resource Center) / District 2

REASONS YOU WISH TO
SERVE ON THIS BODY:

I can offer valuable insight and input about
disability issues in our community.

QUALIFICATIONS:

Manage disability resource center, Community
Advocate, person with a disability.

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

THSS Advisory Comm. Chairperson, YCCSC member & chair
SACOG Transportation VC member, YC Housing Task Force

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.

Claudia S. Hollis
SIGNATURE

August 29, 2014
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

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The County of Yuba

BOARD OF SUPERVISORS



SEPTEMBER 16, 2014 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:56 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Nicoletti presided.

- I. PLEDGE OF ALLEGIANCE - A moment of silence was held for all soldiers lost in the current conflict and the families affected followed by the pledge led by Ms. Pam Morasch.
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All present
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

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

A. Clerk of the Board of Supervisors

1. (415-14) Appoint Autumn Meadow to the Strawberry Valley Cemetery District for a term to expire September 16, 2018. Approved.
2. (416-14) Reappoint Mimi Mathews to the Yuba County Assessment Appeals Board No. II for a term to end September 4, 2017. Approved.
3. (417-14) Approve minutes from budget workshops of August 12, 2014. Approved as written.

B. Community Development and Services

1. (418-14) Approve amendment to agreement with Hanna Group for the State Route 70 at Feather River Boulevard Interchange project. Approved.

C. County Administrator

1. (419-14) Authorize Chair to execute correspondence taking position on AB 543 (Campos) - CEQA and AB 2231 (Gordon) - Property Tax Postponement currently enrolled and on the Governor's desk for signature. Approved.

D. Health and Human Services

1. (420-14) Approve participation in the California Department of Social Services (CDSS) Work Number Express Service pilot program and authorize Chair to enter into and execute the Memorandum of Understanding, and other documents required by the program. Approved.

E. Probation

1. (421-14) Approve Probation and Schools Success (PASS) Program agreement with Marysville Joint Unified School District, and authorize Chair to execute. Approved.

IV. PUBLIC COMMUNICATIONS: No one came forward.

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

- A. (422-14) Notice form State of California Fish and Game Commission regarding regulatory action relating to prohibition of prizes for the take of furbearers and nongame mammals. Accepted.
- B. (423-14) Request for Fish Screen Applications from Family Water Alliance Fish Screen Program for diversions on the Sacramento, Feather, and Mokelumne Rivers. Accepted.

VI. BOARD AND STAFF MEMBERS' REPORTS: There were no reports.

VII. CLOSED SESSION: The Board retired into closed session at 9:59 a.m. and returned at 10:39 a.m. with all members present as indicated above.

- A. Pending litigation pursuant to Government Code §54956.9(d)(1) - Darril Hedrick, et al. vs. James Grant, et al. By unanimous vote the Board authorized settlement.
- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 013-550-001 Negotiating Parties: County/Kevin Mallen Negotiation: Terms of Payment Direction was provided.

County Administrator left Closed Session at 10:30 a.m. during discussion of DDAA negotiations.

- C. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations - DDAA/Confidential/Unrepresented/Management Direction was provided.
- D. Pending litigation pursuant to Government Code §54956.9(d)(1) - Christopher Henry vs. Yuba County et al By unanimous vote the Board authorized the matter referred to Porter Scott.

XIII. ADJOURN 10:41 a.m.

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

By: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

BOARD OF SUPERVISORS

SEPTEMBER 16, 2014

FINAL BUDGET MINUTES



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 1:30 P.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Nicoletti presided.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti

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

III. SPECIAL DISTRICTS PUBLIC HEARING

A. Gledhill Landscaping and Lighting

1. (424-14) Adopt resolution adopting the budget for Gledhill Landscaping and Lighting District for Fiscal Year 2014-2015. Public Works Director Mike Lee advised there were no changes from last year.

Chairman Nicoletti opened the public hearing. No one came forward.

MOTION: Move to close hearing and adopt resolution MOVED: Mary Jane Griego SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2014-81, which is on file in Yuba County Resolution Book No. 45.

B. Linda Street Lighting and Maintenance District

1. (425-14) Adopt resolution adopting the budget for Linda Street Lighting Maintenance District for Fiscal Year 2014-2015. Public Works Director Mike Lee advised there were no changes from last year.

Chairman Nicoletti opened the public hearing. No one came forward.

MOTION: Move to close hearing and adopt resolution

MOVED: Mary Jane Griego SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2014-82, which is on file in Yuba County Resolution Book No. 45.

C. County Service Areas

1. (426-14) Adopt County Service Area Assessment for CSA No. 2 through 70A in the total amount of \$2,763,374.56 for Fiscal Year 2014-2015. Public Works Director Mike Lee advised there were no changes from last year.

Chairman Nicoletti opened the public hearing. No one came forward.

MOTION: Move to close hearing and adopt

MOVED: Hal Stocker SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

Adopted budget in the total amount of \$2,763,374.56 identified in Exhibit A which is attached and made of the minutes.

IV. FINAL COUNTY BUDGET FISCAL YEAR 2014-2015 PUBLIC HEARING

A. County Administrator

1. (427-14) Present overview and recommended changes for Fiscal Year 2014-2015 Final Budget. County Administrator Robert Bendorf provided a PowerPoint presentation recapping the following changes contained within the final budget and responded to Board inquiries:
 - Discretionary Revenue Estimates
 - Decrease Sales and Use Tax \$50,000
 - Decrease Teeter Penalties and Interest \$75,000
 - Increase Franchise Fee \$45,000
 - Fund Balance - \$1,943,532
 - \$454,923 from Property Tax Auction proceeds
 - Use \$117,667 balance final budget
 - General Fund Reserves - \$1,742,588
 - General Fund Contingencies
 - Reduced from \$594,872 to \$519,272
 - Budgeted at 1.94% which exceeds policy level of 1.5%
 - Credit Rating upgraded from A to A+ due to policies
 - Health Insurance Premiums - General Fund Savings of \$149,559
 - Capital Outlay - \$448,543 from the following source of funds:
 - \$337,256 - Net Property Tax Auction Proceeds
 - \$86,197 from SB90 Mandated program Reimbursement for claims approved in State Budget
 - \$25,000 from developer funds released for reimbursement from 2008 reimbursement agreement
 - Recommended Adjustments
 - Auditor-Controller decrease \$40,000
 - Human Resources decrease \$60,000
 - County Administrator decrease \$40,000

- Capital Improvements for Tri-County Juvenile hall project \$209,000 and \$486,355 Sheriff's Facility
- Final Budget Total \$190,747,826

B. Bi-County Departments/County Departments

1. Receive comments from Bi-County/County Department Heads. No one came forward.

C. Public Comments: Comments will be limited to five minutes per individual or group and may address only those items so identified with Final Budget Hearings. No one came forward.

D. Board of Supervisors

1. Consider Fiscal Year 2014-2015 Final Budget, provide direction to staff, and take action as appropriate. Management Analyst Grace Mull briefly recapped departmental adjustments and responded to Board inquiries.

MOTION: Move to close hearing and approve Section I Operating Funds in the total amount of \$189,886,419 as identified in Exhibit B which is attached and made of the minutes

MOVED: Mary Jane Griego SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve General Contingencies in the amount of \$519,272

MOVED: Mary Jane Griego SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Airport Enterprise Fund in the amount of \$342,135

MOVED: Mary Jane Griego SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Automotive Service Fund in the amount of \$0

MOVED: Mary Jane Griego SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Sheriff - Automotive Service Fund in the amount of \$0

MOVED: Mary Jane Griego SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Workers Comp Fund in the amount of \$1,814,387

MOVED: Mary Jane Griego SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Liability Insurance Fund in the amount of \$2,666,342
MOVED: Mary Jane Griego SECOND: Andy Vasquez
AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Health Insurance Fund in the amount of \$11,436,915
MOVED: Mary Jane Griego SECOND: Andy Vasquez
AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve General Insurance Fund in the amount of \$317,376
MOVED: Mary Jane Griego SECOND: Andy Vasquez
AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Unemployment Insurance Fund in the amount of \$447,200
MOVED: Mary Jane Griego SECOND: Hal Stocker
AYES: Mary Jane Griego, Hal Stocker, Andy Vasquez, John Nicoletti, Roger Abe
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Short Term Disability Fund in the amount of \$194,200
MOVED: Mary Jane Griego SECOND: Hal Stocker
AYES: Mary Jane Griego, Hal Stocker, Andy Vasquez, John Nicoletti, Roger Abe
NOES: None ABSENT: None ABSTAIN: None

V. ADJOURN: 2:06 p.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

Yuba County Public Works
County Service Area Assessments
2014-2015

426-14

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT - IMPROVED	ANNUAL REVENUE \$
2	100.00	200.00	22,000.00
4	24.00	96.00	1,872.00
5	100.00	400.00	4,300.00
8	44.00	176.00	4,400.00
9	21.00	84.00	2,100.00
10	163.00	163.00	1,630.00
11	22.00	88.00	2,882.00
12	20.00	80.00	980.00
13	25.00	100.00	1,825.00
14	100.00	200.00	30,000.00
15	75.00	150.00	13,050.00
16	28.00	112.00	1,120.00
17	182.00	250.00	1,296.00
18	33.00	132.00	3,927.00
19	N/A	300.00	16,200.00
20	31.00	124.00	1,271.00
21	34.00	136.00	9,350.00
22	N/A	220.00	1,760.00
24	48.00	192.00	1,152.00
25	38.00	152.00	1,634.00
25A	N/A	75.00	2,325.00
26	18.00	72.00	864.00
28	20.00	80.00	600.00
29	21.00	84.00	861.00
30	60.00	240.00	840.00
31	10.00	10.00	70.00
32	15.00	60.00	360.00
33	43.00	172.00	1,935.00
34	20.00	80.00	1,020.00
36	48.00	192.00	864.00
37	38.00	152.00	2,888.00
38	90.00	360.00	13,410.00
39	25.00	100.00	2,675.00
40	84.00	336.00	3,948.00
42	27.00	108.00	1,539.00
43	15.00	60.00	405.00
44	110.00	440.00	2,640.00
45	60.00	240.00	1,920.00
46	45.00	180.00	1,575.00
48	60.00	60.00	12,720.00
52	23.00	148.00	96,768.00
52B	N/A	264.44	361,225.04
52C	N/A	417.46	43,833.30
53	100.00	200.00	900.00
54	100.00	200.00	1,300.00
55	18.00	72.00	234.00
59	100	200.00	2,100.00

EXHIBIT A
9/16/2014

Yuba County Public Works
County Service Area Assessments
2014-2015

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT - IMPROVED	ANNUAL REVENUE \$
60	50	200	450.00
61	N/A	284.08	5,113.44
63	N/A	264.32	18,238.08
66A	N/A	440.80	1,402,184.80
66B	N/A	332.92	78,569.12
66C	N/A	554.22	246,073.68
66D	N/A	348.00	63,684.00
66E	N/A	582.30	57,647.70
69	N/A	369.56	22,103.92
70	N/A	160.32	100,680.96
70A	N/A	93.24	86,060.52
			2,763,374.56

Budget for Fiscal Year 2014-2015

Allocation by Budget Unit

Section I

Operating Funds

Notes

The following budgets may be approved en mass.

Welfare Administration	\$32,714,911
Welfare - Categorical Aids	\$22,130,349
General Relief	\$58,155
Board of Supervisors	\$416,113
Board of Supervisors - Special	\$1,009,704
Clerk - Recorder	\$589,370
Human Resources	\$93,873
Auditor-Controller	\$531,003
Treasurer	\$579,826
Assessor	\$1,361,952
County Counsel	\$436,082
Elections	\$500,871
Buildings & Grounds	\$245,390
Energy	\$589,009
Custodial Services	\$286,151
Capital Improvements	\$5,000
Capital Improve-Sheriffs Facility	\$1,486,355
Capital Improve-Tri County Juv Hall	\$209,000
Surveyor	\$311,041
Comm Dev Admin & Finance	\$63,231
County Administration	\$203,288
Clerk of the Board	\$212,507
Economic Development	\$201,264
Administrative Services	\$1,460
Information Technology	\$1,495,405
Public Defender	\$1,159,972
Grand Jury	\$51,100
Sheriff - Boat Grant	\$243,420
Probation	\$4,745,458
Victim/ Witness - Child Abuse	\$187,093
Victim / Witness Program	\$128,521
V.W. - Spec Emph	\$125,380
J.A.I.B.G.	\$132,752
Crime Prevention Act 2000	\$229,947
Youth Offender Block Grant	\$194,898
Probation - Family Resource Center	\$99,010
State Correctional School	\$8,350
Drainage Ditch Maintenance	\$2,010
Agriculture Commissioner & Sealer of Weights	\$1,038,138
Building Inspection/Code Enforcement	\$1,898,643
Juvenile Traffic	\$18,500
Public Guardian	\$227,952
Emergency Services	\$547,507
Planning	\$671,405
Animal Control	\$715,079
Health/CMSP	\$101,907
Environmental Health	\$1,381,936
County Parks	\$170,000
Bi - County Veterans	\$307,923
Library	\$383,672

Section I cont'd

Operating Funds

Subsidies - Human Services	\$70,095
Subsidies - Health	\$187,701
Subsidies - Public Authority	\$0
Subsidies - Public Works Road	\$0
Subsidies - Public Safety	\$13,350,267
Agriculture Extension	\$78,922
Housing Authority	\$260,553
Other Long Term Debts	\$0
Public Works Road	\$45,858,205
Fish & Game	\$9,000
Special Aviation	\$10,000
Health Services	\$5,011,299
Public Authority	\$597,401
Child Support Services	\$3,959,570
District Attorney	\$2,177,103
Sheriff	\$11,945,196
Sheriff - County Jail	\$10,465,999
Juvenile Hall	\$4,388,048
Sheriff - Court Bailiffs	\$534,623
County Drug Grant	\$23,634
Criminal Justice System Grant	\$213
2010 HOME Program	\$63,047
Sutter County - Community Services Block Grant - 2015	\$214,284
Sutter County - Community Services Block Grant - 2014	\$214,284
CSBG 2014	\$217,424
CSBG 2013	\$217,424
NSP 3 HCD	\$5,937,784
CDBG 2012	\$761,000
Debt Service	\$2,124,919
YS Enterprise Zone	\$3,600
EDBG Grant	\$345,000
Industrial Development Grant	\$282,078
Standards & Training - Prob/JH	\$38,188
Standards & Training - Sheriff	\$37,675
Standards & Training - Juv. Hall	\$0

Combined with Standards & Training Probation

Section II

Individually Approved Funds

The following funds must be approved individually.

Contingencies - General	\$519,272
Total Operating Funds	\$190,405,691
Airport	\$342,135
Total Enterprise Funds	\$342,135
Total Operating/Enterprise	\$190,747,826

Internal Service Funds

Automotive Service	\$0
Sheriff - Automotive Service	\$0
Workers Comp	\$1,814,387
Liability Insurance	\$2,666,342
Health Insurance	\$11,436,915
General Insurance	\$317,376
Unemployment Insurance	\$447,200
Short Term Disability	\$194,200
Total Internal Service Funds	\$16,876,420

Estimated reimbursements equal appropriations

Estimated reimbursements equal appropriations

The County of Yuba

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



SEPTEMBER 23, 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, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Nicoletti presided.

I. PLEDGE OF ALLEGIANCE - Led by Mr. Mike Boom

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

County Counsel Angil Morris-Jones requested to add to County Departments Item B.2.; and Item B to Closed Session as a matter of business that arose after the agenda was posted.

MOTION: Move to approve MOVED: Hal Stocker SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

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: Mary Jane Griego SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

A. Agricultural Commissioner

1. (428-14) Adopt resolution approving application for grant funds from the National Rifle Association for purchase of pheasants, and authorizing the Agriculture Commissioner to execute grant documents. (Protective Inspection Committee recommends approval) Adopted Resolution No. 2014-90, which is on file in Yuba County Resolution Book No. 45.

B. Auditor-Controller

2. (429-14) Adopt resolution to determine the appropriations for Special Districts under the County. Adopted Resolution No. 2014-83, which is on file in Yuba County Resolution Book No. 45.
2. (430-14) Adopt resolutions fixing general countywide tax rate and special tax rates for County, School District and Special District indebtedness. Adopted Resolutions No. 2014-84, and 2014-85 respectively, which are on file in Yuba County Resolution Book No. 45.

C. Board of Supervisors

1. (431-14) Appoint Health and Human Services Deputy Director Pam Morasch to the First Five Yuba Commission as a County representative. Approved.

D. Clerk of the Board of Supervisors

1. (432-14) Approve minutes of the meetings of August 26, and September 9, 2014. Approved as written.
2. (433-14) Reappoint Terry Oakes to the Fish and Game Advisory Commission for a term ending September 23, 2018. Supervisor Vasquez made inquiries regarding reappointments, vacancies, and posting of vacancies.

MOTION: Move to postpone appointment MOVED: Andy Vasquez SECOND: Roger Abe

AYES: Andy Vasquez, Roger Abe

NOES: John Nicoletti, Mary Jane Griego, Hal Stocker ABSENT: None ABSTAIN: None

Motion Failed.

MOTION: Move to appoint Terry Oakes MOVED: Mary Jane Griego SECOND: Hal Stocker

AYES: Mary Jane Griego, Hal Stocker, John Nicoletti

NOES: Andy Vasquez, Roger Abe ABSENT: None ABSTAIN: None

E. Community Development and Services

1. (434-14) Adopt resolution authorizing Public Works Director to enter into grant funding agreements with Pacific Gas and Electric related to fuel reduction and roadside chipping projects. Adopted Resolution No. 2014-86, which is on file in Yuba County Resolution Book No. 45.

F. County Counsel

1. (435-14) Receive Yuba County Digital Law Library Annual Report for Fiscal Year 2013-2014. Received.

G. Health and Human Services

1. (436-14) Adopt resolution authorizing acceptance of funds from California Supplemental Nutrition Assistance Program Education for October 1, 2014 through September 30, 2016 and authorizing Chair to execute all related documents. Adopted Resolution No. 2014-87, which is on file in Yuba County Resolution Book No. 45.

H. Human Resources and Organizational Services

1. (437-14) Adopt resolution adopting the Departmental Position Allocation schedule in its entirety, as it relates to the 2014-2015 Fiscal Year Budget. Adopted Resolution No. 2014-88, which is on file in Yuba County Resolution Book No. 45.

I. Sheriff-Coroner

1. (438-14) Receive Inmate Welfare Expenditure Summary for Fiscal Year 2013-2014 pursuant to Penal Code Section 4025(e). Received.

IV. PUBLIC COMMUNICATIONS

Mr. Hermon Von Borstel, non-native wild wisteria

Mr. Mike School, Grass Valley, constitutional siting that prohibits attorneys from holding public office

V. COUNTY DEPARTMENTS

A. Administrative Services

1. (439-14) Approve release of invitation for bid for New Sheriff Facility at 720 Yuba Street, with a tentative bid opening date of October 29, 2014, and authorize Director to finalize bid documentation upon Counsel approval. (Ten minute estimate) Administrator Doug McCoy recapped and responded to Board inquiries.

Following discussion and Board consensus, the County Administrator was given authority to adjust tentative bid release date by one week should the need arise.

MOTION: Move to approve MOVED: Mary Jane Griego SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

B. Board of Supervisors

1. (440-14) Approve Yuba Foothills Community Wildfire Protection Plan (CWPP) and authorize chair to execute Mutual agreement. (Fifteen minute estimate) Coordinator Martha Burke and Wildlife Management Expert Barry Callenberger provided a PowerPoint presentation including the following and responded to Board inquiries:

- Community Wildfire Protection Plan
 - Development of a Community Risk Assessment
 - Requirements and recommendations
 - Establish Community Hazard Reduction Plan and project priorities
 - Promote community awareness and education
 - Identify projects for fuel treatment and reduction of structure ignitability
 - Development of an Action Plan
 - Develop and implement strategy and monitoring plan
 - Finalize Plan
 - Publish and distribute plan to community stakeholders and key partners
 - Local Fire and Community Service Districts
 - Forest Service
 - Forest Landowners
 - County and State Government
- Grants received

MOTION: Move to approve MOVED: Mary Jane Griego SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

2. Receive request from Scot Candell, Attorney for Stephen Lederman, to postpone Code Enforcement Administrative Appeal hearing scheduled September 30, 2014. Chief Deputy County Counsel John Vacek recapped request and responded to inquiries.

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

C. County Administrator

1. (441-14) Adopt resolution authorizing the issuance of special tax bonds for Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) related to Improvement Area C of the District in amount not to exceed \$3,200,000; approving Fiscal Agent Agreement, Continuing Disclosure Agreement; authorizing execution of agreements by County Administrator and/or Chairman and other related documents and actions upon review of County Counsel and Disclosure Counsel. (Fifteen minute estimate) County Administrator Robert Bendorf and Financial Advisor Tom Johnson recapped and responded to Board inquiries.

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

Adopted Resolution No. 2014-89, which is on file in Yuba County Resolution Book No. 45.

VI. ITEM OF PUBLIC INTEREST

- A. (442-14) Consider approval of application for off-sale beer and wine alcohol beverage license from Rajinder Gill at Feather River Boulevard (APN 020-135-001) and make a finding of public convenience or necessity to allow license. (Ten minute estimate) Planner Kevin Perkins recapped request and responded to Board inquiries.

MOTION: Move to approve application and make a finding of public convenience
 MOVED: Andy Vasquez SECOND: Hal Stocker
 AYES: Andy Vasquez, Hal Stocker, John Nicoletti, Mary Jane Griego, Roger Abe
 NOES: None ABSENT: None ABSTAIN: None

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

- A. (443-14) Notice from California Fish and Game Commission regarding petition to list the Livermore tarplant as endangered. Accepted.
- B. (444-14) Notice from U.S. Fish and Wildlife Service announcing withdrawal of proposal to remove the valley elderberry longhorn beetle from the Federal List of Threatened and Endangered Species. Accepted.

VIII. BOARD AND STAFF MEMBERS' REPORTS

Supervisor Abe: Beale Air Force Base Honorary Commanders Tour held September 22, 2014

Supervisor Griego:

- Memorial Adjournment - Mrs. Pat Bluett
- SACOG meeting held September 18, 2014
- Yuba Sutter Transit Authority meeting held September 18, 2014
- South County Economic meeting Thursday, September 25, 2014

Supervisor Vasquez: Memorial Adjournment Mr. Jim "Hoop" Hoopingarner

Supervisor Nicoletti:

- Yuba Sutter Transit card system for fares
- Indigenous Peoples Days at Sycamore Ranch October 11, 2014
- New Sheriff's Facility

Supervisor Griego left the meeting at 10:59 a.m. and returned at 11:01 a.m.

County Administrator Robert Bendorf

- Employee Appreciation Lunch, Friday, September 26, 2014 at Riverfront Park
- CSAC Finance Corporation Board meeting

IX. CLOSED SESSION: The Board retired into closed session at 11:01 a.m. with the exception of County Administrator Robert Bendorf.

A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations - DDAA/Confidential/Unrepresented/Management Direction provided.

County Administrator Robert Bendorf joined closed session at 11:10 a.m. following discussion of DDAA.

B. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Case Direction provided.

Supervisor Abe left closed session at 11:41 a.m. during and returned at 11:45 a.m.

X. ADJOURN

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

By: Rachel Ferris, Deputy Clerk

Approved: _____

Supervisor Vasquez: Memorial Adjournment Mr. Jim "Hoop" Hoopingarner

Supervisor Nicoletti:

- Yuba Sutter Transit card system for fares
- Indigenous Peoples Days at Sycamore Ranch October 11, 2014
- New Sheriff's Facility

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County Administrator Robert Bendorf joined closed session at 11:10 a.m. following discussion of DDAA.

B. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Case Direction provided.

Supervisor Abe left closed session at 11:41 a.m. during and returned at 11:45 a.m.

X. ADJOURN at 12:20 p.m. in memory of Mrs. Patricia Bluett and Mr. Jim "Hoop" Hoopingarner.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

By: Rachel Ferris, Deputy Clerk


Approved: _____

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board 

Subject: Child Chare Planning Council – Discretionary Representative

Date: October 7, 2014

Recommendation

Appoint Christina May to the Child Care Planning Council as the Discretionary Representative for a term to end September 30, 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 and updated bi-monthly. This is an unscheduled vacancy due to the resignation of Ms. Vinny Johl in June 2014. One application for appointment has been received from Christina May and is attached along with a recommendation from the Council.

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

Fiscal Impact

None due to appointment.

Committee Action

Brought directly to the Board for consideration.



**Child Care
Planning Council**
of yuba and sutter counties

1104 E Street
Marysville, CA 95901
Phone: (530) 749-4040
Fax: (530) 749-3279

Memorandum

Date: September 23, 2014

To: Yuba County Board of Supervisors

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

RE: Appointment to the Child Care Planning Council

RECOMMENDATION: The Council is recommending that the Board of Supervisors consider the appointing Christina May to the Discretionary position on the Child Care Planning Council of Yuba and Sutter Counties for the term to begin immediately and ending on September 30, 2016

BACKGROUND: The Yuba and Sutter County Superintendents of Schools formed the Council in 1991, in accordance with the state law established by AB 2141 that encouraged the formation of county level child care planning councils. In 1997, under AB 1542, the Council membership composition was established and legislative mandates were assigned to the Councils. The Child Care Planning Council of Yuba and Sutter Counties By-Laws Article IV, Sec. B – Vacancies states "Upon the resignation or termination of an appointed member, the Chair of the Council shall notify the Superintendents of Schools and the Board of Supervisors of the vacancy. Subject to the consent of the Superintendents and Boards of Supervisors, members of the Council shall assist with the solicitation and/or review of nominations received and may make recommendations to the Superintendents and Boards of Supervisors who will make the appointment. The appointed replacement shall serve the remaining term of that member."

DISCUSSION: The Board of Supervisors and the Superintendent of Schools make the appointments of the Council Members to the Child Care Planning Council.

COMMITTEE ACTION: No committee has reviewed the request.

FISCAL IMPACT: None



Child Care Planning Council of yuba and sutter counties

*Review
9/15/2014
11:30*

CHILD CARE PLANNING COUNCIL OF YUBA AND SUTTER COUNTIES MEMBERSHIP APPLICATION

Name: Christina May
 Home Address: [REDACTED] City: Yuba City Zip: CA
 Agency: American Red Cross Title: Development Coordinator
 Business Address: 2145 East District Rd City: Yuba City Zip: 95991
 Day Phone: 530-673-1460 Fax: 530-673-1922 E-Mail: Christina.May@redcross.org

A. CATEGORIES FOR APPOINTMENT

The Superintendents of Schools and the Board of Supervisors make appointments to the Child Care Planning Council of Yuba and Sutter Counties. Members must live or work in Yuba or Sutter County. Twenty percent (20%) of the Child Care Planning Council members are to be drawn from each of the following categories described below: Child Care Provider, Child Care Consumer, Community Representative, Public Agencies and Discretionary. Please indicate which appointment category you are applying for.

☐ 1. Consumer of Child Care Services-using child care or have used it within the past 36 months.
 Are you currently receiving child care? ☐ Yes ☐ No Date last used it: _____
 Name of Provider _____ City _____

☐ 2. Child Care Provider-please check the type of care you provide:
☐ a) Licensed family child care provider (# of children licensed for _____)
☐ b) Licensed & publicly funded child care center (# of children licensed for _____)
 Center Name _____ City _____
☐ c) Licensed, private for profit, or private non profit child care center (# of children _____)
 Center Name _____ City _____
☐ d) License exempt child care provider (# of children licensed for _____)
 Program Name if applicable: _____

☒ 3. Community Representative-excluding agencies that contract with the California Department of Education to provide child care and development services.

Organization: American Red Cross CM
 Location of Agency: Sutter Service Area: 14 northeastern CA counties

☐ 4. Public Agency Representative-including city, county, and local education agencies.
 Agency _____ City _____

☒ 5. Discretionary Category-Please describe
Bi-county-we cover 14 counties in Northeastern CA

B. GEOGRAPHIC, ETHNIC, AND CULTURAL DIVERSITY REPRESENTATION

AB 1542 (Education Code 8499.3 (d) states, "Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, and geographic distribution on the population of the county."

Please indicate your ethnic origin (optional):

- ☒ White (includes Indo-European, Pakistani, East Indian)
☐ Black (includes African, Jamaican, Trinidadian, and West Indian)
☐ Hispanic (includes Mexican, Puerto Rican, Cuban, Latin American or Spanish)
☐ Asian or Pacific Islander (includes Japanese, Chinese, Korean or Vietnamese)
☐ American Indian or Alaskan Native (includes persons who identify themselves or are known as such by virtue of tribal association)
☐ Filipino (includes only Filipino)
☐ Other _____

C. MEMBERSHIP RESPONSIBILITIES - Members are expected to attend regular monthly meetings held on the Fourth (4) Tuesday of each month, and participate in at least one committee. Additional meetings may be scheduled for training and Council business. Are you able to commit to a regular participation, given this schedule? ☒ Yes ☐ No

If needed, do you have the support of your agency/employer to be an active member of the Council?

☒ Yes ☐ No

D. INVOLVEMENT - Please describe related organizations with which you are currently involved.

Yuba Sector Chamber of Commerce

E. APPLICANT INTERESTS - Please describe your interest in the Child Care Planning Council and the skill that you would bring to the Council.

I currently have a child that requires daycare.
I am a great creative problem solver.

Have you ever been convicted of a felony? ☐ Yes ☒ No
 (A felony conviction may preclude you from service)

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

Signature [Signature]

Date 9/10/2014

Mail or Fax the application to: Child Care Planning Council 1104 E Street, Marysville, CA 95901

Fax: 530-749-3279

For more information call 530-749-4040

FOR OFFICE USE ONLY: The Council recommends appointment ☐ Yes ☐ No

6/30/2009

The County of Yuba



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: Board of Supervisors
FROM: Terry A. Hansen, Clerk / Recorder *T Hansen 10/7/14*
SUBJECT: Appointments to Fill Vacant Offices
DATE: October 7, 2014

Recommendation:

Adopt resolution appointing members in lieu of election to the Board of Directors for Special Districts pursuant to elections Code §10515.

Background:

The Board of Supervisors, as the Supervising Authority, is required to make appointments when on the 83rd day prior to the District Election:

- A petition signed by 10 percent of the voters or 40 voters, whichever is the smaller number in the district or division if elected by division, requesting that the general district election be held has not been presented; and
- Only one person has filed a declaration of candidacy for any elective office to be filled at that election, or
- No one has filed a declaration of candidacy for such an office, or
- In the case of directors to be elected from the district at large, the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled at the election, or
- In the case of directors who must reside in a division but be elected at large, the number of candidates for director at large from a division does not exceed the number required to be elected at large while residing in that division.

Discussion:

Certificate of Facts on file with Clerk of the Board.

Committee Action:

Routine, not required.

Fiscal Impact: None.

Attachments:

Resolution

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

**APPOINT MEMBERS IN LIEU OF)
ELECTION TO THE BOARD OF)
DIRECTORS FOR SPECIAL)
DISTRICTS)**

RESOLUTION NO. _____

WHEREAS, the County Clerk of the County of Yuba has determined that the number of candidates for the office of director of the specified districts does not exceed the number of director(s) to be filled at the forthcoming district election on November 4, 2014; and

WHEAEAS, Declarations of Candidacy were filed by the following persons for the terms set forth below:

Browns Valley Irrigation District

Robert Bordsen, Division 1	4 Year Term
Russell C. Woods, Division 2	4 Year Term

Foothill Fire Protection District

Johnita Downs	4 Year Term
Dwight E. Lunkley	4 Year Term

Linda Fire Protection District

James Brannon	4 Year Term
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Linda County Water District

Keith L. Whitaker	4 Year Term
John K. McAleer, II	4 Year Term
Gordon Stevens	4 Year Term
Ruth A. Armstrong	2 Year Term

Loma Rica / Browns Valley Community Services District

Les Kinkle	4 Year Term
Kim Biggs	4 Year Term
Justin S. Birney	4 Year Term

North Yuba Water District

Donald Carl Forguson, Division 4	4 Year Term
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Olivehurst Public Utility District

John Floe, Director at Large #1	4 Year Term
Gary Bradford, Director at Large #2	4 Year Term

Yuba County Board of Education

Marlene R. Rastetter, Trustee Area 1	4 Year Term
Eva Teagarden, Trustee Area 5	4 Year Term

WHEREAS, The Governing Board of the Plumas Brophy Fire Protection District has adopted a District Resolution dated September 11, 2014 which is attached as Exhibit A, recommending the following individual to be appointed to the vacant seat:

Daniel Bradshaw	4 Year Term
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WHEREAS, no petition has been filed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division, if elected by division, requesting that the district election be held; and

WHEREAS, in this event, Elections Code Section 10515 provides for a request that the Board of Supervisors, "at a regular or special meeting held prior to the Monday before the first Friday in December, in which the election is held, appoint to such office or offices the person or persons, if any who have filed Declarations of Candidacy... If no person has filed a Declaration of Candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office."; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Yuba that the persons listed below are hereby appointed for the terms set forth as director of the specified districts to serve in such capacities from noon on December 5, 2014 until the expiration of the term.

Browns Valley Irrigation District

Robert Bordsen, Division 1	4 Year Term
Russell C. Woods, Division 2	4 Year Term

Foothill Fire Protection District

Johnita Downs	4 Year Term
Dwight E. Lunkley	4 Year Term

Linda Fire Protection District

James Brannon	4 Year Term
---------------	-------------

Linda County Water District

Keith L. Whitaker	4 Year Term
John K. McAleer, II	4 Year Term
Gordon Stevens	4 Year Term
Ruth A. Armstrong	2 Year Term

Loma Rica / Browns Valley Community Services District

Les Kinkle	4 Year Term
Kim Biggs	4 Year Term
Justin S. Birney	4 Year Term

North Yuba Water District

Donald Carl Ferguson, Division 4	4 Year Term
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Olivehurst Public Utility District

John Floe, Director at Large #1	4 Year Term
Gary Bradford, Director at Large #2	4 Year Term

Yuba County Board of Education

Marlene R. Rastetter, Trustee Area 1	4 Year Term
Eva Teagarden, Trustee Area 5	4 Year Term

Plumas Brophy Fire Protection District

Daniel Bradshaw

4 Year Term

PASSED AND ADOPTED at a regular meeting this _____ day of _____, 20____, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
Angil Morris-Jones



RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLUMAS BROPHY FIRE
PROTECTION DISTRICT TO RECOMMEND AN INDIVIDUAL FOR APPOINTMENT TO
THE BOARD OF DIRECTORS BY THE YUBA COUNTY BOARD OF SUPERVISORS

WHEREAS, during the candidate filing period for the November 4, 2014 election for the Board of Directors of the Plumas Brophy Fire Protection District (Board), no candidate filed a declaration of candidacy for the seat with a term ending December 2018; and

WHEREAS, Elections Code section 10515 provides that if no person files a declaration of candidacy for an office, the supervising authority, such as the county board of supervisors, must appoint a person to the office; and

WHEREAS, the person appointed by the county board of supervisors must be qualified for that office as of the date when the election would have been held; and

WHEREAS, the Yuba County Registrar of Voters has requested that the Board provide a recommendation to the Yuba County Board of Supervisors regarding whom it should appoint to fill the seat for which no declaration of candidacy was filed;

NOW, THEREFORE, the Board of the Plumas Brophy Fire Protection District does resolve as follows:

Section 1. The Board hereby recommends that the Yuba County Board of Supervisors appoint Daniel R. Bradshaw whose address is 3643 Bradshaw Rd Wheatland, CA 95692 to the seat on the Board with a term ending December 2018.

PASSED AND ADOPTED THIS 11th day of September 2014, by the following vote:

AYES: 2

NOES: 0

ABSENT: 0

ABSTAIN: 1

FILED

SEP 16 2014

TERRY A. HANSEN, Clerk
BY [Signature] Deputy Clerk

I Joel Garcia, Secretary to the Board of the Plumas Brophy Fire Protection District, do hereby certify that the foregoing Resolution was voted upon and approved by a majority vote of the Board of the District, on the day of September, 2014; and I further certify the compliance with the laws of the District.

[Signature]
Secretary

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 4, 2014** the date fixed by Law for the general district election for the office of Director of the **Olivehurst Public Utilities District – Director at Large 1** (District) the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
John Floe	4067 Donald Dr, Olivehurst, CA 95961	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/18/14

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Donna Hillegass Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 4, 2014** the date fixed by Law for the general district election for the office of Director of the **Olivehurst Public Utilities District – Director at Large 2** (District) the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Gary Bradford	2073 Roy Ranch Way, Plumas Lake, CA 95961	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/18/14

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Donna Dellegasso Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 4, 2014** the date fixed by Law for the general district election for the office of **Trustee of the Yuba County Board of Education – Division 1 Trustee** the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Marlene Rastetter	5528 Arboga Rd, Olivehurst, CA 95961	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/18/2014

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Donna Nelligan Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 4, 2014** the date fixed by Law for the general district election for the office of Director of the **Foothill Fire Protection District** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Johnita Downs	PO Box 757, Brownsville, CA 95919	4 Years
Dwight E. Lunkley	PO Box 502, Brownsville, CA 95919	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/18/14

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Donna Dellegas Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 4, 2014** the date fixed by Law for the general district election for the office of Director of the **Linda County Water District** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Keith L. Whitaker	5629 Shires Way, Marysville, CA 95901	4 Years
John K. McAleer, II	1731 Ash Way, Marysville, CA 95901	4 Years
Gordon Stevens	6140 Sunshine Ave, Marysville, CA 95901	4 Years
Ruth A. Armstrong	PO Box 469, Yuba City, CA 95992	2 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/18/14

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Donna Dellegato Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 4, 2014** the date fixed by Law for the general district election for the office of Director of the **Linda Fire Protection District** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
James Brannon	2988 Dye Rd, Olivehurst, CA 95961	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/18/14

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Donna Dellegass Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 4, 2014** the date fixed by Law for the general district election for the office of **Trustee of the Yuba County Board of Education – Division 5 Trustee** the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Eva Teagarden	5858 D Marysville Rd, Browns Valley, CA 95918	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/18/2014

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Donna Delgado Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 4, 2014** the date fixed by Law for the general district election for the office of Director of the **Browns Valley Irrigation - Division 1** (District) the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☒ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Robert Bordsen	7121 McMillan Dr, Browns Valley, CA 95918	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/18/14

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Donna Hillgass Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 4, 2014** the date fixed by Law for the general district election for the office of Director of the **Browns Valley Irrigation - Division 2** (District) the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☒ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Russell C. Woods	10285 Spring Valley Rd, Marysville, CA 95901	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/18/14

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Donna Dillegas Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 4, 2014** the date fixed by Law for the general district election for the office of Director of the **Loma Rica / Browns Valley CSD** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Les Kinkle	7254 White Oak Ln, Browns Valley, CA 95918	4 Years
Kim Biggs	12041 Prairie Creek Ln, Marysville, CA 95901	
Justin S. Birney	7320 Michelle Way, Browns Valley, CA 95918	

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/18/14

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Donna N. Hoggass Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 4, 2014** the date fixed by Law for the general district election for the office of Director of the **North Yuba Water District – Division 4** (District) the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Donald Carl Forguson	PO Box 335, Oregon House, CA 95962	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/18/14

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Donna Hillegas Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 4, 2014** the date fixed by Law for the general district election for the office of Director of the **Plumas Brophy Fire District** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☒ No one has filed a declaration of candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☐ The person or persons who have filed declarations of candidacy:

Name	Address	Term

And ☒ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term
Daniel Bradshaw	3643 Bradshaw Rd, Wheatland, CA 95692	4 Years

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/18/14

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Donna Shlegass Deputy



The County of Yuba

Office of the County Administrator

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

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

Date: October 7, 2014
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB*
By: Grace Mull, Management Analyst *GM*
Re: Amendment to California Home Finance Authority Joint Powers Authority

RECOMMENDATION

It is recommended that the Board of Supervisors approve and authorize Chairman to sign resolution and attached amended Joint Powers Agreement with the California Home Finance Authority (CHF) sponsored by the Regional Council of Rural Counties (RCRC).

BACKGROUND

Yuba County has participated in the California Rural Home Mortgage Finance Authority through the County's Regional Council of Rural Counties membership since FY 97/98. This participation allows for Yuba County to administer through the Housing Authority various homebuyer assistance programs to help first-time, low and moderate-income homebuyers with good jobs and good credit buy homes in Yuba County. These programs focus on families and individuals without the financial resources to afford the down payment and closing costs associated with home purchasing. The homebuyer assistance programs through the California Rural Home Mortgage Finance Authority are funded by a collaboration of tax-exempt bonds, taxable bonds, various other obligations, and by the solicitation of contributions from a variety of organizations and investors.

DISCUSSION

The primary purposes of the proposed amendment to this JPA are to bring the Agreement current and provide administrative clarity to various matters. The primary specific revisions to the Agreement are as follows:

- Formal name change from the California Rural Home Mortgage Finance Authority (CRHMFA) Home Buyers Fund to the California Home Finance Authority (CHF)
- Clarification that financing of acquisition, improvements and rehabilitation is not limited to residential properties; stating that such activity may occur on real property in accordance with applicable provisions of law for the benefit of residents and communities. This clarifies the ability of CHF to provide energy efficiency and renewable financing programs for commercial,

industrial, municipal buildings, etc. as well as residential properties

- Clarification that the Authority may establish and administer a district for energy program activities. Please note that each County would separately determine if it wanted to participate in any such district, if created
- Increases the number of members necessary to establish a quorum from ten (10) to twelve (12)
- Establishes an Executive Committee of the Authority
- Reduces the number of days for presentation and action by each Member's Board of Supervisors for revision of the Agreement from 180 to 60 days to permit more timely revision

COMMITTEE ACTION

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

FISCAL IMPACT

There is no fiscal impact to the County as a result of this JPA amendment.

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

RESOLUTION APPROVING PROPOSED)
REVISIONS TO THE CALIFORNIA HOME)
FINANCE AUTHORITY (CHF) JOINT)
POWERS AGREEMENT)

RESOLUTION NO. _____

WHEREAS, on August 13, 2014, the Board of Directors of the California Home Finance Authority (CHF), formerly known as CRHMFA Homebuyers Fund, a Joint Powers Authority of which Yuba County is a member, voted unanimously to approve proposed revisions to the CHF Joint Powers Authority (JPA) Agreement, to bring the Agreement current and provide administrative clarity on various matters; and

WHEREAS, the revisions to the JPA Agreement have been provided to each Member County for review and approval; and

WHEREAS, the members of the Board of Supervisors of the County of Yuba have each been provided with a copy of the revisions to the JPA Agreement for review; and

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby approves the revisions to the JPA Agreement, in substantially the form attached hereto as Exhibit A and incorporated herein by reference; and

BE IT FURTHER RESOLVED, the Yuba County Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this resolution to the Executive Director of CHF.

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 votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
John Nicoletti, Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: _____

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

By:  _____

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Updated October 2, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it

may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, ,

improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all

Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and

- any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
 - (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
 - (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

- a. The Board shall consist of the number of Delegates equal to one representative

from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one

hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

c. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for

the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. **Withdrawal of Member or Associate Member**

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. **Miscellaneous**

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993

Amended and restated December 10, 1998

Amended and restated February 18, 1999

Amended and restated September 18, 2002

Amended and restated January 28, 2004

Amended and restated October 7, 2014

[SIGNATURES ON FOLLOWING PAGES]

COUNTY OF YUBA

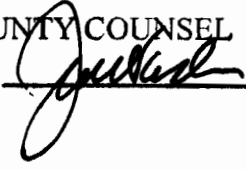
By: _____

Dated: October 2, 2014

Name: **John Nicoletti, Chair**

Title: **Chair**

Attest:

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

Clerk of the Board of Supervisors

PLEASE SEND TO:

California Home Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

455-14


ROBERT BENDORF
COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS MANAGER

Board Memo

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager 

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

Date: October 7, 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 September 9, 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 at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2014.

AYES:

NOES:

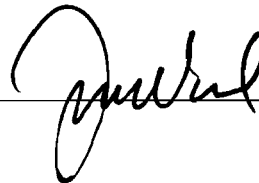
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

456-14

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, 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, 
Health & Human Services Director

Kathy Cole, 
Health & Human Services Deputy Director

DATE: October 7, 2014

SUBJECT: Resolution of the Board of Supervisors for the Public Health
Emergency Preparedness and the State General Fund Pandemic
Influenza Programs

RECOMMENDATION: It is recommended that the Board of Supervisors rescind the Board of Supervisors Resolution Number 2013-95 and approve the new Resolution of the Board of Supervisors authorizing the Chair of the Board to accept funds from the California Department of Public Health (CDPH) Public Health Emergency Preparedness (PHEP) and State General Fund Pandemic Influenza (State GF Pan Flu) grant programs for the period of July 1, 2014 through June 30, 2017 and authorize the Chair of the Board to execute documents as required by the grant.

BACKGROUND: Since July 2002, Yuba County, through its Health and Human Services Department, has received Public Health Emergency Preparedness funds for the purpose of assisting county health departments in planning, preparing for, protecting against, responding to, recovering from and mitigating against the effects of emergencies with public health impacts.

DISCUSSION: On September 17, 2013 the Yuba County Board of Supervisors passed and adopted Resolution Number 2013-95, authorizing the Chairman to execute documents required by the California Department of Public Health pertaining to the Public Health Emergency Preparedness (PHEP) and State General Fund Pandemic Influenza (GF Pan Flu) Agreement for Fiscal year 2014-2015. Since the adoption of Resolution Number 2013-95, the California Department of Public Health has found it to be more effective and efficient to have a three-year Agreement term.

COMMITTEE: The Human Services Committee was bypassed because the Board of Supervisors has already approved a Board of Supervisors Resolution pertaining to this item on September 17, 2013.

FISCAL IMPACT: Adoption of this Resolution of the Board will not impact County funds. There is no County Match requirement for the CDC PHEP or State GF Pan Flu funds.

1

[illegible]**Resolution No.**

WHEREAS, it is in the best interest of the residents of the County of Yuba that the public health infrastructure of the County of Yuba be prepared to recognize, respond to and minimize illness and injury resulting from acts or threats of bioterrorism, other infectious disease outbreaks or other public health threats and emergencies.

WHEREAS, on September 17, 2013 the Yuba County Board of Supervisors passed and adopted Resolution Number 2013-95, authorizing the Chairman to execute documents required by the California Department of Public Health pertaining to the Public Health Emergency Preparedness (PHEP) and State General Fund Pandemic Influenza (GF Pan Flu) Agreement; and

WHEREAS, since the adoption of Resolution Number 2013-95, the California Department of Public Health has found it in the interest of efficient and effective government to have a three year Agreement term; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba hereby rescinds Resolution Number 2013-95.

BE IT FURTHER RESOLVED the Board of Supervisors of the County of Yuba that:

- (1) the Yuba County Health and Human Services Department is authorized to enter into the PHEP, GF Pan Flu Agreement for a term of July 1, 2014 through June 30, 2017 with the California Department of Public Health; and
- (2) the Chair of the Board of Supervisors is authorized to accept funds totaling \$609,855.00 for the Agreement period of July 1, 2014 through June 30, 2017 for public health preparedness for the period and any subsequent funds awarded; and

- (3) execute, upon review and approval of the County Counsel, documents as required by the contract; and
- (4) execute and authorize the transfer and allocation of funds for the stated period; and
- (5) amend contracts for additional or lesser funding, and to execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded.

A copy of the said contract or any amendment thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

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:

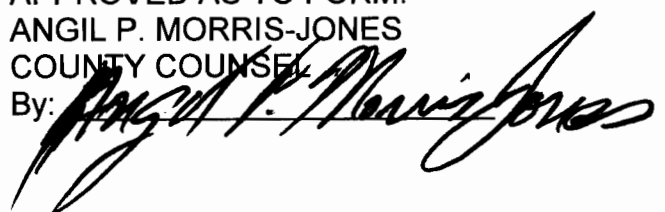
County of Yuba

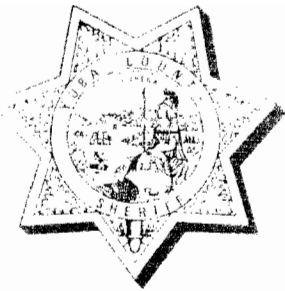
BY: _____
Chair

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

By: _____

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

By: 



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

OCTOBER 6, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER *sdw*

RE: AGREEMENT BETWEEN THE COUNTY OF YUBA AND YUBA-SUTTER
MENTAL HEALTH SERVICES

RECOMMENDATION:

Approve the agreement with Yuba-Sutter Mental Health Services to continue to provide laundry services performed by Yuba County Inmates.

BACKGROUND:

For the past eighteen years, the Yuba-Sutter Mental Health Services has contracted with the Yuba County Sheriff's Department for laundry services provided by Yuba County Inmates. The purpose of the new agreement is to allow for an increase in the service rates, reflecting current inflationary costs.

DISCUSSION:

This is a continuation of an agreement that has been beneficial to both agencies. The new agreement will extend services for an additional three (3) years, expiring on June 30, 2017.

FISCAL IMPACT:

None. The County of Yuba will be fully reimbursed by Yuba-Sutter Mental Health Services for services provided.

COMMITTEE ACTION:

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

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AGREEMENT

This Agreement, effective July 1, 2014, is made and entered into by and between the Sutter-Yuba Mental Health Services, hereinafter referred to as "Mental Health", and the Yuba County Sheriff Department (hereinafter referred to as "Contractor"), whose business address is 215 Fifth Street, Marysville, California 95901.

For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. TERM: It is the intention of the parties that between the period of July 1, 2014 and June 30, 2017, Contractor will provide laundry services to Mental Health as described in Exhibit A, (see attached).

2. SERVICE DESCRIPTION: Services under this Agreement shall commence on July 1, 2014 and shall terminate on June 30, 2017. If the Contractor continues to provide services after the termination date of this Agreement, such services shall be provided under the same terms and conditions of this Agreement until replaced by a subsequent Agreement or amendment to this Agreement, or until this Agreement is terminated pursuant to paragraph 4.

3. CLAIM FOR SERVICES: Contractor shall provide Mental Health with an itemized statement for services rendered. Mental Health will render payment to Contractor within thirty days of submission of such itemized statement providing it includes dates and a description of the services rendered, and the total amount charged (itemized on an hourly or by charges for specific services). Mental Health shall pay to Contractor for services rendered during this Agreement up to an annual maximum amount not to exceed:

Fiscal Year 2014-2015

**Nineteen Thousand Nine Hundred Fifty Three and NO/100 Dollars
(\$19,953.00)**

Fiscal Year 2015-2016

**Twenty Thousand Five Hundred Fifty Two and NO/100 Dollars
(\$20,552.00)**

Fiscal Year 2016-2017

**Twenty-One Thousand One Hundred Sixty Nine and NO/100 Dollars
(\$21,169)**

4. TERMINATION: Notwithstanding the provisions of paragraph 2 above, this Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party.

5. TOOLS AND INSTRUMENTS: The Contractor shall supply all tools and instruments required to perform assigned duties under this Agreement.

6. ENTIRE AGREEMENT: This agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor and contains all the covenants and agreement between the parties with respect to the rendering of such services in any manner whatsoever.

7. ASSIGNMENT OF AGREEMENT: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of both parties.

8. AMENDMENTS: This agreement may be modified at any time only by a written agreement executed by all of the then parties to this Agreement.

9. WAIVER: No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition. No waiver shall be binding unless executed in writing by the party making the waiver.

10. GOVERNING LAW: This Agreement has been finally executed and delivered in the State of California and all matters affecting its validity and construction shall be determined according to the laws of that state.

11. INDEMNIFICATION:

(a) Contractor shall indemnify, defend, and hold harmless Mental Health, Sutter County and Yuba County and their officers, employees, and agents against all liabilities, claims, demands, damages and costs (including attorneys' fees and litigation costs) that arise in any way from Contractor's acts or omissions while performing under this agreement. Contractor's obligations under this section include, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including Mental Health's, Counties' and Contractor's officers, employees and agents) and from damage to or destruction of any property (including Mental Health's, Counties' and Contractor's real and personal property).

(b) Sutter-Yuba Mental Health shall indemnify, defend and hold harmless Contractor and their officers, employees and agents against all liabilities, claims, demands, damages and costs (including attorneys' fees and litigation costs) that arise in any way from Mental Health's acts or omissions while performing under this agreement. Mental Health's obligations under this section include, but are not limited to liabilities, claims, demands, damages and costs arising from injury to or death of any persons (including Mental Health's, Counties' and Contractor's officers, employees, and agents)

and from damage to or destruction of any property (including Mental Health's, Counties and Contractor's real or personal property).

12. AUDIT: The following audit requirements apply from the effective date of this agreement until three years after Mental Health's final payment under this agreement:

(a) Contractor shall allow Mental Health's authorized representatives to inspect, audit, and copy Contractor's records as needed to evaluate and to verify any invoices, payments, and claims that Contractor submits to Mental Health in connection with this agreement. "Record " includes but is not limited to correspondence, accounting records, subcontract files, and any other supporting evidence relevant to the invoices, payments or claims.

(b) Mental Health and Contractor shall be subject to the examination and audit of the State Auditor, at the request of Mental Health or as part of any audit of Mental Health. Such examinations and audits shall be confined to matters connected with the performance of this agreement, including but not limited to administrative costs.

This section shall survive the expiration or termination of this agreement.

13. INDEPENDENT CONTRACTOR:

(a) It is specifically agreed that Contractor, and its employees, is an independent contractor and not subject to the direction and control of Mental Health, except as to final result or as otherwise specified in this Agreement. Contractor agrees to indemnify and hold Mental Health harmless from any liability which it may incur to the Federal or State Governments as a consequence of this Agreement. Contractor shall be solely responsible to pay all required taxes and obligations, including but not limited to, worker's compensation, liability insurance (including professional liability insurance), benefits of every kind, including social security and withholding taxes. Contractor, or its employees, shall not have any claim under this agreement against Mental Health, the Counties of Sutter and Yuba, their officers, agents or employees, for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

(b) All films, booklets, pamphlets or similar informational material on Mental Health services for which Contractor has received payment from Mental Health shall contain a statement that Contractor is a contract provider of Services under the Mental Health Program operated by the County.

14. PRIOR APPROVAL REQUIRED: Notwithstanding any provision of this Agreement, this Agreement shall not be effective until such time as the Sutter and Yuba Boards of Supervisors adopt a budget appropriation to cover the cost of Services to be provided.

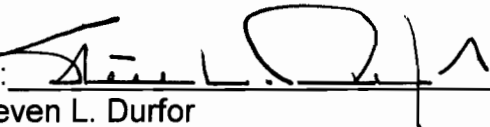
/ / / /

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates of their signatures.

SUTTER-YUBA MENTAL HEALTH SERVICES

By: _____ Date: _____
Tony Hobson, Ph.D.
Assistant Director Human Services Mental Health

YUBA COUNTY SHERIFF DEPARTMENT

By:  _____ Date: 09/22/14
Steven L. Durfor
Yuba County Sheriff/Coroner

SUTTER COUNTY BOARD OF SUPERVISORS

By: _____ Date: _____
Chair

ATTEST

APPROVED AS TO FORM

Donna Johnston
Clerk

Ronald S. Erikson
County Counsel

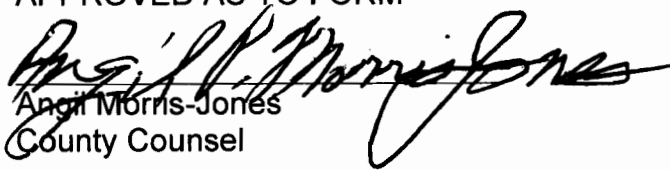
YUBA COUNTY BOARD OF SUPERVISORS

By: _____ Date: _____
Chair

ATTEST

APPROVED AS TO FORM

Donna Stottlemeyer
Clerk


Angil Morris-Jones
County Counsel

ATTACHMENT 'A'

1. The Contractor will provide laundry service to Sutter-Yuba Mental Health Services.
2. The laundry operation will be supervised by Contractor's staff and work performed by Yuba County Jail Inmates.
3. The Contractor's staff will pick up and deliver Mental Health laundry three (3) times per week.
4. The soiled Mental Health laundry will be counted, washed, dried, folded, recounted and bagged.
5. The Contractor's staff will insure laundry workers maintain sanitary practices when handling Mental Health laundry. Laundry workers will wear gloves and insure that no other laundry is in the area when Mental Health laundry is being processed. Clean laundry will be bagged and laundry carts will be cleaned with disinfectant after each use.
6. The Contractor shall be compensated for performance at an annual amount not to exceed:

Fiscal Year 2014-2015

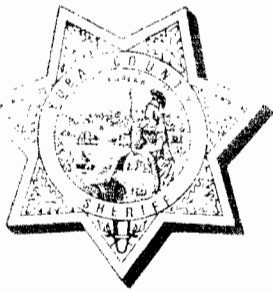
**Nineteen Thousand Nine Hundred Fifty Three and NO/100 Dollars
(\$19,953.00)**

Fiscal Year 2015-2016

**Twenty Thousand Five Hundred Fifty Two and NO/100 Dollars
(\$20,552.00)**

Fiscal Year 2016-2017

**Twenty-One Thousand One Hundred Sixty Nine and NO/100
Dollars
(\$21,169)**



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



OCTOBER 7, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER *sup/w*

RE: MEMORANDUM OF UNDERSTANDING WITH THE YUBA COUNTY
OFFICE OF EDUCATION

RECOMMENDATION:

Approve the Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for inmates at the Yuba County Jail, for the Fiscal Year 2014-15.

BACKGROUND:

Each year, the Yuba County Office of Education provides vocational educational programs for inmates in the Yuba County Jail. The vocational program consists of a basic General Equivalency Degree (GED) education.

DISCUSSION:

This is an annual agreement that has proven beneficial to both agencies. The fiscal year 2014-15 GED program has been budgeted, designed, and staffed around a \$15,000 budget.

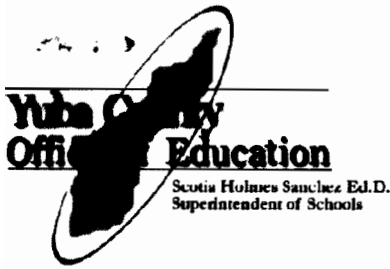
FISCAL IMPACT:

No fiscal impact to the general fund. The program is included in the FY 2014-15 Jail Budget, and will be paid entirely with Inmate Welfare Funds.

COMMITTEE ACTION:

None. Due to the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF YUBA
AND YUBA COUNTY OFFICE OF EDUCATION**

This Memorandum of Understanding is between the County of Yuba and the Yuba County Office of Education. Term of the agreement is July 1, 2014 through June 30, 2015.

1. Yuba County Office of Education agrees to provide an educational program for inmates at the Yuba County Jail between July 2014 and June 2015, consisting of a basic General Equivalency Degree (GED) education. In connection therewith, the Yuba County Office of Education shall provide a teacher and all materials and supplies required for such programs. Differences between state revenue and expenditures will be billed as direct costs as approved by the Board of Supervisors.
2. County of Yuba agrees to make one payment of \$15,000 to the Yuba County Office of Education, due January 1, 2015, and will be invoiced for the remainder of the costs based on actual cost of the program minus state revenue received in June of 2015, for continued services through June 30, 2015. The total amount of contribution from County of Yuba is estimated to not be more than \$20,000 for the year; this is based on approximately 15 average daily attendance (ADA) in the class to generate state funding.
3. Full accounting is available for review annually.
4. If for any reason either party wishes to cancel this agreement, it must be in writing at least 90 days before the next fiscal year begins.
5. Indemnity. County of Yuba shall indemnify and hold harmless Yuba County Office of Education (and Yuba County Office of Education's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by County of Yuba or County of Yuba's agents, representatives, employees, contractors and subcontractors.

Yuba County Office of Education shall indemnify and hold harmless County of Yuba (and County of Yuba's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this

Agreement by Yuba County Office of Education or Yuba County Office of Education's agents, representatives, employees, contractors and subcontractors. If any such claim, action, or proceeding is brought against an indemnified party or that party's officers, officials, employees, independent contractors, volunteers, or agents, the indemnifying party, upon notice from the indemnified party, shall defend the same at the indemnifying party's expense by counsel satisfactory to the indemnified party.

Each party shall promptly notify the other party of any claim, action, or proceeding against that party or that party's officers, officials, employees, independent contractors, volunteers, or agents relating to the performance or omission to perform, any term or condition of this Agreement. The indemnified party shall cooperate fully in the defense of any such claim, action or proceeding.

1. The County of Yuba and Yuba County Office of Education certify that they are self insured with respect to this agreement in an amount adequate to provide coverage for any liability which may arise as a result of this Memorandum of Understanding.

YUBA COUNTY OFFICE OF EDUCATION

COUNTY OF YUBA



SCOTIA HOLMES SANCHEZ

Yuba County Superintendent of Schools



JOHN NICOLETTI

Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
YUBA COUNTY COUNSEL



By: _____

ANGIL MORRIS-JONES



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September 1, 2014

REQUESTED PROCLAMATIONS

Yuba County Board of Supervisors
918 8th Street Suite 109
Marysville, CA 95901

Dear Honorable Board Members:

Let's talk about relationships. A new relationship should be an adventure, fun, exciting, safe, healthy and violence free. What seems promising can become a nightmare for many. We know that in relationships, whether a new romance, dating for the first time or making friends on line or in person, you need to proceed with caution. Unfortunately today abuse is becoming all too prevalent in our society. How can we help your community become violence free?

Each year we come before you and request your support in proclaiming October as Domestic Violence Awareness Month. Each year you have shown your support to the abused and battered women and children of our community through your proclamation. This year we again ask for your support. By working together as a team with our community through prevention and intervention, we hope to attain the goal of minimizing and eventually eliminating domestic violence, sexual assault, and child abuse.

We ask that your board help us kick off the beginning of the month by adopting a proclamation (example attached). We invite you to wear a purple ribbon and to hang purple ribbons on your home and from your car antenna or mirror during the month of October. This will be evidence of your personal commitment to ending the tragedy of domestic violence, as well as support to those individuals and agencies that daily fight the battle against domestic violence.

We appreciate the support you have provided in the past and look forward to your continuing support in the future.

If you would like any additional information regarding domestic violence, or if you have any questions, please feel free to contact us at (530) 674-5400.

Sincerely,

Linda Hodges
Director, Client Services
Casa de Esperanza

THE COUNTY OF YUBA
BOARD OF SUPERVISORS



— PROCLAMATION —

HONORING OCTOBER 2014
AS DOMESTIC VIOLENCE MONTH

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

WHEREAS, domestic violence leaves an imprint of fear and hostility; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, affectional preference, and social barriers, thereby affecting society as a whole; and

WHEREAS, in the county of Yuba, adults and children are victims of violence each year; and

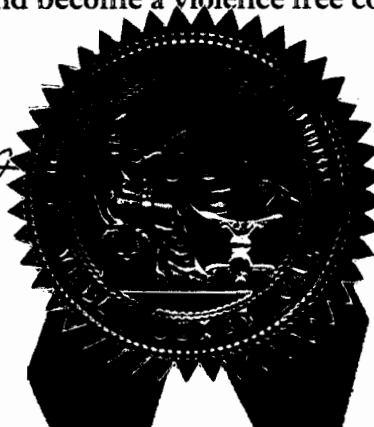
WHEREAS, the Board of Supervisors is committed to restoring the right to freedom from fear in our own homes; and

WHEREAS, the Board of Supervisors is committed to restoring the right to freedom from fear in our communities; and

WHEREAS, in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of victims of domestic violence and their children who often suffer grave financial, physical, and psychological losses; and

NOW, THEREFORE BE IT PROCLAIMED, in recognition of the important work done by domestic violence programs, in cooperation with Casa de Esperanza, Inc., the Yuba County Board of Supervisors does hereby proclaim the month of October 2014 as Domestic Violence Awareness Month and urges all citizens, agencies, and businesses to work together as a team in our community through prevention, intervention and education programs, to eliminate domestic violence and become a violence free community.


CHAIRMAN




CLERK OF THE BOARD



COUNTY
DEPARTMENTS

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California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327- 7500
Facsimile (916) 321- 5047

September 23, 2014

TO: Chairs, Boards of Supervisors

FROM: Matt Cate, Executive Director

SUBJECT: Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. This year that will be on November 18, 2014. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference in November. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's appointment.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2015 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Sue Ronkowski of my staff at 916.327.7500 x508 or e-mail sronkowski@counties.org.

Enclosures

cc: 2014 Board of Directors
Clerks, Board of Supervisors



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327- 7500
Facsimile (916) 321- 5047

NOTIFICATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2014 – 2015

The Board of Supervisors has elected the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2014 - 2015 Association year beginning November 18, 2014.

County name: _____

Director: _____

Alternate: _____

Name of individual completing form: _____

Does the Board of Directors member plan to attend the CSAC Annual Conference (November 18 – 21, 2014) in Anaheim, Orange County?

Yes: ☐

No: ☐

PLEASE RETURN BY NOVEMBER 5, 2014 TO:

Sue Ronkowski
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Fax: (916) 321-5047
E-mail: sronkowski@counties.org

CALIFORNIA STATE ASSOCIATION OF COUNTIES
Board of Directors
2014

<u>Section</u>	<u>County</u>	<u>Director</u>
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Louis Boitano
S	Butte County	Maureen Kirk
R	Calaveras County	Merita Callaway
R	Colusa County	Kim Dolbow Vann
U	Contra Costa County	Federal Glover
R	Del Norte County	Michael Sullivan
R	El Dorado County	Norma Santiago
S	Fresno County	Henry Perea
R	Glenn County	John Viegas
R	Humboldt County	Virginia Bass
S	Imperial County	Ryan Kelley
R	Inyo County	Jeff Griffiths
S	Kern County	Leticia Perez
R	Kings County	Doug Verboon
R	Lake County	Anthony Farrington
R	Lassen County	Jim Chapman
U	Los Angeles County	Don Knabe
R	Madera County	Max Rodriguez
S	Marin County	Susan Adams
R	Mariposa County	John Carrier
R	Mendocino County	Carre Brown
S	Merced County	Hubert "Hub" Walsh
R	Modoc County	Jim Wills
R	Mono County	Larry Johnston
S	Monterey County	Fernando Armenta
S	Napa County	Brad Wagenknecht
R	Nevada County	Ed Scofield
U	Orange County	John Moorlach
S	Placer County	Jim Holmes
R	Plumas County	Jon Kennedy
U	Riverside County	John Tavaglione

U	Sacramento County	Susan Peters
R	San Benito County	Margie Barrios
U	San Bernardino County	Josie Gonzales
U	San Diego County	Greg Cox
U	San Francisco City & County	Eric Mar
S	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Doreen Farr
U	Santa Clara County	Ken Yeager
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Linda Seifert
S	Sonoma County	Efren Carrillo
S	Stanislaus County	Vito Chiesa
R	Sutter County	Larry Munger
R	Tehama County	Robert Williams
R	Trinity County	Judy Pflueger
S	Tulare County	Steve Worthley
R	Tuolumne County	Evan Royce
U	Ventura County	Kathy Long
S	Yolo County	Matt Rexroad
R	Yuba County	Roger Abe

President: John Gioia, Contra Costa
 First Vice President: Vito Chiesa, Stanislaus
 Second Vice President: Richard Forster, Amador
 Immed. Past President: David Finigan, Del Norte

SECTION: U=Urban S=Suburban R=Rural

The County of Yuba

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 *RB*
RE: Actions related to the proposed levy of special taxes on properties in, and the issuance of special tax bonds for, Improvement Area A of Community Facilities District No. 2005-1
DATE: October 7, 2014

RECOMMENDATION

It is recommended that the Board of Supervisors adopt the following two resolutions related to Improvement Area A of Community Facilities District No. 2005-1:

RESOLUTION REDUCING MAXIMUM SPECIAL TAX FOR SINGLE FAMILY RESIDENTIAL PROPERTY IN IMPROVEMENT AREA A OF THE COUNTY OF YUBA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (ORCHARD/MONTROSE PUBLIC IMPROVEMENTS), CLARIFYING RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX, APPROVING SUPPLEMENT NO. 2 TO ACQUISITION AGREEMENT, AND AUTHORIZING RELATED ACTIONS

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A DEPOSIT/REIMBURSEMENT AGREEMENT RELATIVE TO THE PROPOSED ISSUANCE OF SPECIAL TAX BONDS FOR IMPROVEMENT AREA A 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

BACKGROUND

On May 20, 2014, the Board of Supervisors received a report regarding a request by John Mourier Construction Inc. ("JMC") that the County issue special tax bonds for Improvement Area A 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 JMC, and described policy issues, JMC'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 JMC notify the homeowners in the Improvement Area of the proposed actions, and advise them of the Board meeting at which time the Board would begin the process to issue the bonds and levy the special tax.

In furtherance of the Board's direction on May 20th, staff, working with the County's consultants for the Community Facilities District, have prepared (i) a Resolution reducing the maximum special tax that may be levied annually on single family homes in the Improvement Area to repay the bonds, providing that the first special tax levy on properties in the Improvement Area will occur in fiscal year 2015-2016, clarifying the last fiscal year in which the special tax may be levied and approving a supplement to the Acquisition Agreement, (ii) a Deposit/Reimbursement Agreement whereby JMC 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, and (iii) a Resolution approving that agreement and designating the consultants that will assist the County in connection with the issuance of the bonds. 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 2015-2016 on homes in the Improvement Area at a reduced tax rate of not to exceed \$825 per home per year (reduced from \$1,550 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 2040-2041.

JMC has sent a letter, a copy of which is included with this report, to all of the homeowners in the Improvement Area known to JMC advising them of the October 7th, 2014 Board meeting and the proposed levy of the special tax at a reduced maximum tax rate. In addition, JMC provided the homeowners with "Orchard Mello-Roos: Questions and Answers" 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. JMC has also executed a Deposit/Reimbursement Agreement and has submitted a check for \$34,000.00 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 the special tax may be levied.

The first Resolution for the Board's consideration directs that the maximum annual special tax levy on single family homes in the Improvement Area be reduced from \$1,550 to \$825, and clarifies that the special tax may not be levied after fiscal year 2040-2041. If the Resolution is adopted, the special tax will first be levied in fiscal year 2015-2016 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.

The second 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 JMC advanced under the Deposit/Reimbursement Agreement or the proceeds of the bonds.

In light of JMC'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.

As discussed in the report submitted at the May 20th Board meeting, if the bonds are issued, proceeds of the bonds will be used to pay costs incurred by JMC 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 JMC that was executed by the parties in April of 2008 and subsequently 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 \$3,200,000. 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 in the early Spring of 2015.

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 A, the maximum annual fiscal impact is \$825.00.

**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 A 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:

John Mourier Construction Inc. (the "Developer") has been developing the real property located in Improvement Area A 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.

In light of the foregoing, the Developer hereby states as follows:

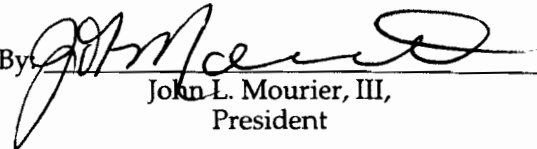
1. Request to Reduce Maximum Special Tax Under the Rate and Method. The Developer hereby request that the Board of Supervisors of the County take whatever action is necessary to forever lower the Maximum Special Tax that may be levied on Single Family Residential Property in the Improvement Area under the Rate and Method from \$1,550.00 per year per Residential Unit (as defined in the Rate and Method) to \$825.00 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 First and Last Year of Special Tax Levy. The Developer hereby agrees that the first Fiscal Year in which the Special Tax will be levied in the Improvement Area will be Fiscal Year 2015-16, and that the last Fiscal Year in which the Special Tax may be levied in the Improvement Area will be Fiscal Year 2040-41.

Dated: September 30, 2014

JOHN MOURIER CONSTRUCTION INC.,
a California Corporation

By: 
John L. Mourier, III,
President

**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 A 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 No. _____

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 A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) ("Improvement Area A"); 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 A, entered into an Acquisition Agreement, dated as of April 1, 2008 (the "Original Acquisition Agreement") with John Mourier Construction Inc. (the "Developer"), whereby the County agreed to use proceeds of any bonds issued by the County for Improvement Area A (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 A, entered into a Supplement No. 1 to Acquisition Agreement, dated as of October 7, 2014 (the "First Supplement") with the Developer, and the County, for and on behalf of Improvement Area A, has approved and is expected to enter into a Supplement No. 2 to Acquisition Agreement (the Original Acquisition Agreement, as amended by the First Supplement and by said Supplement No. 2, 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 the District, payable from the proceeds of special taxes levied on property situated in Improvement Area A; 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 the District, 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 the District, 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.

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 payable from special taxes levied on property in Improvement Area A. 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.

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 7th day of October, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

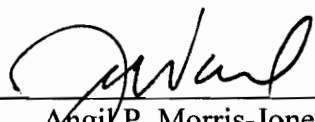
COUNTY OF YUBA

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

**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 A OF THE)
COUNTY OF YUBA COMMUNITY FACILITIES)
DISTRICT NO. 2005-1 (ORCHARD/MONTROSE)
PUBLIC IMPROVEMENTS), CLARIFYING RATE) Resolution No. _____
AND METHOD OF APPORTIONMENT OF)
SPECIAL TAX, APPROVING SUPPLEMENT NO. 2)
TO ACQUISITION AGREEMENT, 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 A therein ("Improvement Area A"), 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 A, 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 A pursuant to an Amended and Restated Rate and Method of Apportionment of Special Tax for Improvement Area A (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 A; and

WHEREAS, the County, for and on behalf of Improvement Area A, and John Mourier Construction Inc. (the "Developer") are parties to an Acquisition Agreement, dated as of April 1, 2008 (the "Original Agreement"), which Original Agreement has been amended by Supplement No. 1 to Acquisition Agreement, dated as of December 30, 2013, between the County, for and on behalf of Improvement Area A, and the Developer (the "First Supplement;" and the Original Agreement, as amended by the First Supplement, is hereafter referred to as 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 A (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 A; and

WHEREAS, the Developer has now requested that the County consider the issuance of the Bonds for Improvement Area A, 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 A, 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; and

WHEREAS, in light of the discussions between County Staff and its consultants and the Developer regarding Improvement Area A, the Developer has requested that the County extend the date by which the Bonds must be issued so that the Original Agreement does not terminate, and a Supplement No. 2 to Acquisition Agreement ("Supplement No. 2") has been prepared extending said date from December 31, 2014 to December 31, 2015.

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 A under the Rate and Method, whether determined under Section C or Section D of the Rate and Method, shall be reduced from \$1,550.00 per year (or such other amount as may have been determined under Section D of the Rate and Method), to \$825.00 per Residential Unit (as defined in the Rate and Method), per year. The Board hereby further determines that the first year that the Special Tax shall be levied on property in Improvement Area A shall be fiscal year 2015-2016.

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 2040-41. Accordingly, said sentence should read as follows: "However, in no event shall a Special Tax be levied after Fiscal Year 2040-41."

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 A, 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. Supplement No. 2, in the form on file with the Clerk of the Board, is hereby approved. The County Administrator is hereby authorized and directed, for and on behalf of the County and the CFD, to execute and deliver Supplement No. 2 in said form.

Section 5. 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 7th day of October, 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

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DEPOSIT/REIMBURSEMENT AGREEMENT**Improvement Area A 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 A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) ("Improvement Area A"), and John Mourier Construction 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 A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) ("Improvement Area A"); 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 A, 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 A (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 A, entered into a Supplement No. 2 to Acquisition Agreement, dated as of December 30, 2013 (the "First Supplement") with the Developer, and a Supplement No. 2 to Acquisition Agreement, dated as of October 7, 2014 (the "Second Supplement") with the Developer (the Original Acquisition Agreement, as amended by the First Supplement and by the Second 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 \$34,000.00 (the "Initial Deposit"), to be used by the County to pay the costs in conducting proceedings for the issuance of bonds for Improvement Area A (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 A; (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, and (iii) \$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 A secured by a pledge of and payable from proceeds of special taxes levied upon the land within Improvement Area A, 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 A, 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 A 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 A, or to expend any funds in connection with Improvement Area A, 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:	John Mourier Construction Inc. Mourier Land Investment Corporation 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: Rod Yamanaka, Chief Financial Officer

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 September 30, 2014

JOHN MOURIER CONSTRUCTION INC.

By: 
John L. Mourier, III,
President

Executed as of October 7, 2014

COUNTY OF YUBA, CALIFORNIA, for and on behalf of Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements)

By: _____
Robert Bendorf,
County Administrator

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SUPPLEMENT NO. 2 TO ACQUISITION AGREEMENT

by and between the

COUNTY OF YUBA

and

JOHN MOURIER CONSTRUCTION INC.

Dated as of October 7, 2014

**relating to:
Improvement Area A of the
County of Yuba
Community Facilities District No. 2005-1
(Orchard/Montrose Public Improvements)**

THIS SUPPLEMENT NO. 2 TO ACQUISITION AGREEMENT, dated as of October 7, 2014 ("Supplement No. 2"), is by and between the County of Yuba, a public body, corporate and politic, organized and existing under the laws of the State of California (the "County"), for and on behalf of Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "CFD"), and John Mourier Construction Inc. (the "Developer"), and amends that certain Acquisition Agreement, dated as of April 1, 2008 (the "Original Agreement"), by and between the County for the CFD, and the Developer, as it has been amended by Supplement No. 1 to Acquisition Agreement, dated as of December 30, 2013 ("Supplement No. 1"). Capitalized terms used in this Supplement No. 2 have the meanings given such terms in Section 1.01 of the Original Agreement.

RECITALS:

A. Financings. In order to finance the Facilities as described in Exhibit A to the Original Agreement, the Developer and the Authority have entered into the Original Agreement for the acquisition of Facilities by the County on behalf of the CFD with proceeds of the Bonds, when and if the Bonds are issued.

B. Changed Circumstances; Supplement No. 1. Due to unforeseen adverse economic developments since the date the Original Agreement was executed, including the recent nationwide recession, the plans of the Developer for the development of the land within CFD changed from the Developer's plans at the time the Original Agreement was executed. In recognition of those changes, the County, for the CFD, and the Developer executed the Supplement No. 1 extending the deadline by which bonds must be issued to avoid a termination of the Original Agreement from December 31, 2013 to December 31, 2014.

C. Additional Extension. The County and the Developer have been negotiating changes to various aspects of the CFD, including maximum special tax rates for single family residential dwelling units, resulting in additional unforeseen delays in issuing the Bonds. Accordingly, the Developer has requested that the County again amend Section 9.01 to the Original Agreement to allow more time for the Bonds to be issued and the Purchase Price of the Facilities to be funded with proceeds of the Bonds.

AGREEMENT:

In consideration of the mutual promises and covenants set forth herein, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the County, for and on behalf of the CFD, and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth below:

Section 1. Amendment to Section 9.01 of the Original Agreement. Section 9.01 of the Original Agreement, as amended by Supplement No. 1, is hereby deleted in its entirety and replaced with the following:

"Section 9.01. No Bonds. If for any reason, the County does not issue any of the Bonds for the CFD by December 31, 2015, this Acquisition Agreement shall terminate and be null and void and of no further effect. Notwithstanding any other provision of this Acquisition Agreement, no Bonds shall be issued after December 31, 2015; except, at the sole and absolute discretion of the County, Bonds issued to refund all or a portion of any Bonds issued prior to such date."

Section 2. Affirmation of Section 3.01. Nothing in this Supplement No. 2 shall in any way require the County to issue any Bonds, or otherwise alter the provision of Section 3.01 of the Original Agreement to the effect that nothing in the Original Agreement shall be construed as requiring the County to issue the Bonds or any portion thereof.

Section 3. Ratification. Except as amended by Section 1 above, and as clarified by Section 2 above, the provisions of the Original Agreement are hereby ratified and confirmed.

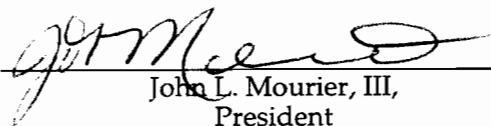
Section 4. Counterparts. This Supplement No. 2 may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement No. 2 as of the day and year first-above written.

COUNTY OF YUBA, for itself and on behalf of
IMPROVEMENT AREA A OF THE COUNTY OF
YUBA COMMUNITY FACILITIES DISTRICT NO.
2005-1 (ORCHARD/MONTROSE PUBLIC
IMPROVEMENTS)

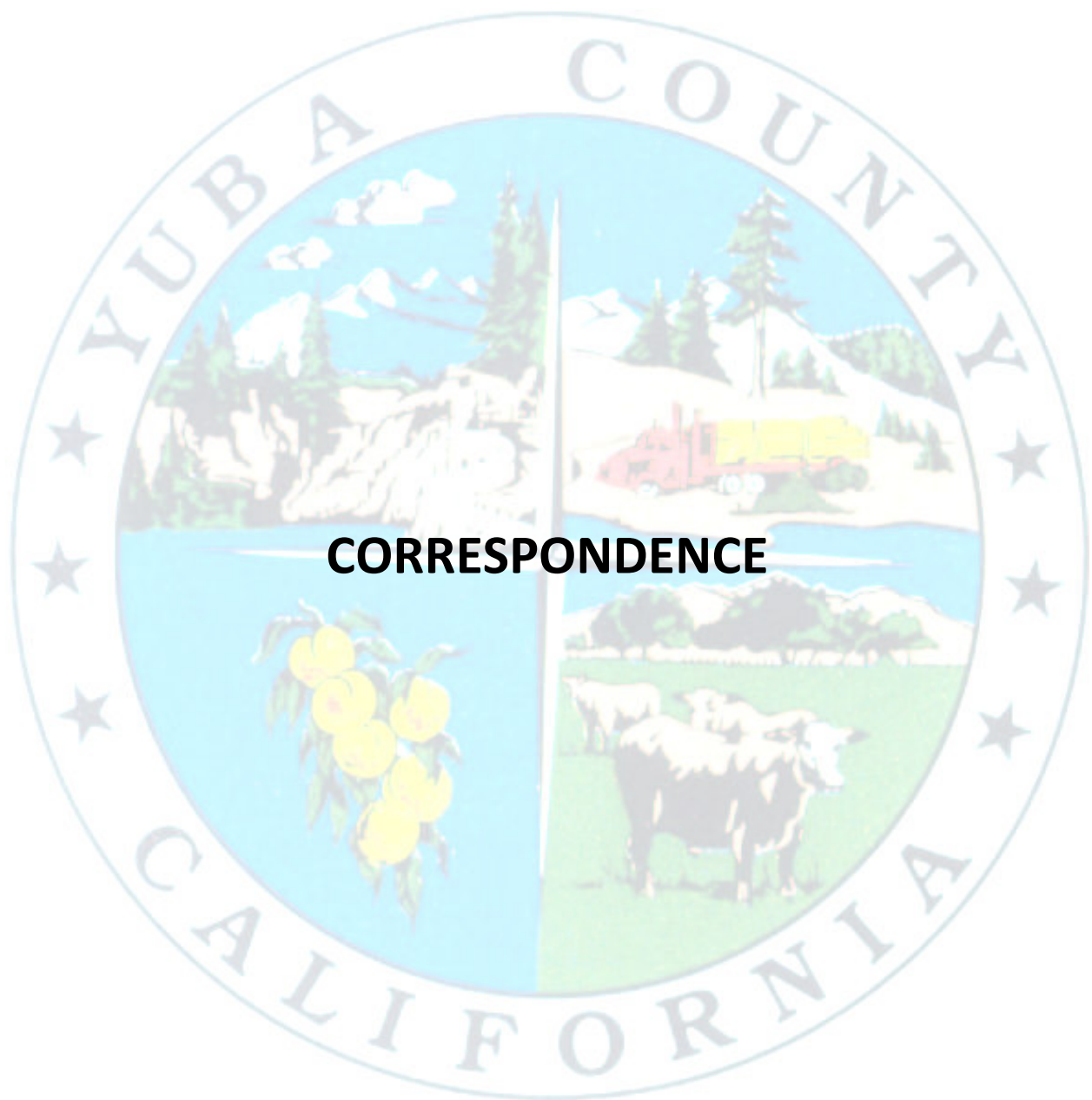
By: _____
County Administrator

JOHN MOURIER CONSTRUCTION INC., a
California Corporation

By:  _____
John L. Mourier, III,
President

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The County of Yuba



462-14

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

SEP 19 2014

August 29, 2014

Clerk/Board of Supervisors

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

PEORIA CEMETERY DISTRICT

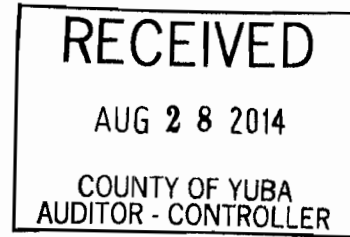
JUNE 30, 2013

Yours truly,

A handwritten signature in black ink, appearing to read "C. Richard Eberle", is written over a horizontal line.

C. Richard Eberle
Auditor-Controller

CRE/kmd
Enclosure (1)



Peoria Cemetery District

Financial Statements
With Independent Auditor's Report
Year Ended June 30, 2013

Prepared by:
D.R. Watts Accountancy Corporation
1018 Live Oak Blvd, Suite G
Yuba City, CA 95991
(530) 755-6402 / drwattscpa@aol.com

PEORIA CEMETERY DISTRICT
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D.R. Watts Accountancy Corporation
1018 Live Oak Blvd, Suite G
Yuba City, CA 95991
Phone (530) 755-6402 / drwattsepa@aol.com

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Peoria Cemetery District
Browns Valley, CA

We have audited the accompanying financial statements of the governmental activities of Peoria Cemetery District as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the State controller's Minimum Audit Requirements for California Special Districts. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities of Peoria Cemetery District as of June 30, 2013, and the changes in financial position thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America as well as accounting systems prescribed by the State Controller's Office and state regulations governing special districts.

Other Matters

Accounting principles in the United States of America require that the budgetary comparison information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Government Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide or any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

A handwritten signature in cursive script, reading "D. R. White", followed by the text "Accountancy Corp." in a similar cursive style.

June 23, 2014

PEORIA CEMETERY DISTRICT
STATEMENT OF NET POSITION
June 30, 2013

ASSETS

Cash in County Treasury - Unrestricted/undesignated	\$ 140,731
Interest receivable	371
Other receivable	<u>221</u>
Total current assets	141,323
Cash in County Treasury - Restricted	26,386
Capital assets, net of accumulated depreciation	<u>1,999</u>
TOTAL ASSETS	<u>\$ 169,708</u>

LIABILITIES

Payroll taxes payable	\$ <u>1,054</u>
TOTAL LIABILITIES	\$ 1054

NET POSITION

Invested in capital assets, net of related debt	\$ 1,999
Restricted	26,386
Unrestricted /undesignated	<u>140,269</u>
TOTAL NET POSITION	<u>\$ 168,654</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 169,708</u>

See accompanying notes.

PEORIA CEMETERY DISTRICT
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2013

<u>Program Revenues</u>					
<u>Function</u>	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Contributions and Grants</u>	<u>Capital Contributions and Grants</u>	<u>Revenue and Change in Net Position</u>
Public Burials	\$ 32,900	\$ 400	\$ -	\$ -	\$ (32,500)
Total Governmental Activities	\$ 32,900	\$ 400	\$ -	\$ -	\$ (32,500)

General Revenues:

Benefit assessment	33,236
Endowment fees	2,560
Interest Income	<u>1,948</u>
Total General Revenues	37,744
Change in net position	5,244
Net assets, July 1, 2012	<u>163,410</u>
Net Assets, June 30, 2013	<u>\$ 168,654</u>

See accompanying notes.

PEORIA CEMETERY DISTRICT
BALANCE SHEET
All fund types
June 30, 2013
(With Comparative Totals for June 30, 2012)

	<u>Governmental</u> <u>Fund Type</u>	<u>Fiduciary</u> <u>Fund Type</u>	Total	Total
	<u>General</u>	Non- Expendable <u>Trust</u>	<u>2013</u>	<u>2012</u>
ASSETS				
Cash - unrestricted/undesignated	\$ 135,466	\$ 5,265	\$140,731	\$ 134,543
Cash - restricted	----	26,386	26,386	23,791
Interest receivable	303	68	371	598
Other receivable	221	----	221	----
Refund receivable	----	----	----	3,248
TOTAL ASSETS	<u>\$ 135,990</u>	<u>\$ 31,719</u>	<u>\$ 167,709</u>	<u>\$ 162,180</u>
LIABILITIES AND FUND EQUITY				
Liabilities				
Payable to employees	\$ ----	\$ ----	\$ ----	\$ 131
Payroll tax payable	<u>1,054</u>	<u>----</u>	<u>1,054</u>	<u>1,129</u>
Total liabilities	1,054	----	1,054	1,260
Fund Balances				
Restricted fund balance	----	26,386	26,386	23,791
Unassigned fund balance	<u>134,936</u>	<u>5,333</u>	<u>140,269</u>	<u>137,129</u>
Total Fund Equity	<u>134,936</u>	<u>31,719</u>	<u>166,655</u>	<u>160,920</u>
TOTAL LIABILITIES				
AND FUND EQUITY	<u>\$ 135,990</u>	<u>\$ 31,719</u>	<u>\$ 167,709</u>	<u>\$ 162,180</u>

Amounts reported for governmental activities in the statement of net assets are different because:

Capital assets used in the governmental activities are not financial resources and therefore are not reported in the governmental funds. In the statement of net assets, all assets are reported, including capital assets and accumulated depreciation:

Total fund balance, governmental fund	\$ 166,655
Capital assets at historical cost	3,719
Accumulated depreciation	<u>(1,720)</u>
Total net assets, governmental activities	<u>\$ 168,654</u>

See accompanying notes.

PEORIA CEMETERY DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
For the Year Ended June 30, 2013

	<u>General Fund</u>	<u>Endowment Fund</u>	<u>Totals</u>
REVENUES			
Benefit assessment and fees	\$ 33,236	\$ ----	\$ 33,236
Interest income	1,619	329	1,948
Other revenues	<u>400</u>	<u>2,560</u>	<u>2,960</u>
 TOTAL REVENUE	 <u>35,255</u>	 <u>2,889</u>	 <u>38,144</u>
 EXPENDITURES			
Payroll and payroll taxes	21,831	----	21,831
Services and supplies	<u>10,578</u>	<u>----</u>	<u>10,578</u>
 TOTAL EXPENDITURES	 <u>32,409</u>	 <u>----</u>	 <u>32,409</u>
 EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	 2,846	 2,889	 5,735
 NET CHANGES IN FUND BALANCES			
Fund balances - July 1, 2012	<u>132,090</u>	<u>28,830</u>	<u>160,920</u>
 Fund balances - June 30, 2013	 <u>\$ 134,936</u>	 <u>\$ 31,719</u>	 <u>\$ 166,655</u>

See accompanying notes.

PEORIA CEMETERY DISTRICT

Notes to the Financial Statements

June 30, 2013

NOTE A-SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Peoria Cemetery District is presented to assist in understanding the District's financial statements. The financial statements and notes are the representation of the District's management, who are responsible for their integrity and objectivity.

Organization and Description

The Peoria Cemetery District was formed December 20, 1943, as provided under Division 8, Part 4, Chapter 3, and operates under Sections 8890-9255 of the Health and Safety Code of the State of California. The District provides burial plots and services for the public residing within its boundaries.

The District is governed by a Board of Directors consisting of three members elected at large from the area within the District's boundaries.

Reporting Entity

Peoria Cemetery District is a reporting entity which consists of the District, as the oversight and only component unit. Oversight responsibility is determined by such criteria as financial interdependency, selection of governing authority and designation of management, budget control, ability to significantly influence operations, etc.

Financial Statement Measurement Focus, Basis of Accounting, and Presentation

The District is a special purpose government that reports all of its financial activities in a single governmental fund (general fund) and an endowment fund, to account for assets held by the District in a trustee capacity or as an agent for individuals, private organizations, and other governments. The endowment fund balance is made up of fees charged for each burial right sold by the District. The principal amount must remain intact, but earnings of the endowment fund may be expended for the endowment care of the burial plots.

District-wide financial statements (the statement of Net Position and the Statement of Activities) are reported using the economic resources measurement focus and the accrual basis of accounting. Accordingly, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows.

PEORIA CEMETERY DISTRICT

Notes to the Financial Statements

June 30, 2013

NOTE A-SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial Statement Measurement Focus, Basis of Accounting, and Presentation (continued)

Governmental fund financial statements (the Balance Sheet and the Statement of Revenues, Expenditures, and Changes in Fund Balance) are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Hence, revenues are recognized as soon as they become both measurable and available. In general, the District considers most revenue items measurable and available if the revenues are collected within sixty days after year-end. In situations where potential revenue does not meet both the measurable and available criteria for recognition in the current period, the District reports unearned deferred revenue as a liability on the balance sheet.

Budgetary Controls

An annual budget is adopted by the District's Board of Directors prior to July 1 of each year (original budget). The Board of Directors reviews budget-to-actual financial results on a monthly basis. Budget modifications are adopted by the Board of Directors throughout the fiscal year with a final budget adopted at or near year-end. The District's budget is prepared on a modified accrual basis with all annual appropriations lapsing at year-end unless otherwise-adopted by the District's Board of Directors.

Investments

The District's investment policy defines permissible investments to include the County of Yuba's external investment pool, which is managed and directed by the County Treasurer in accordance with state law.

Capital Assets

All capital assets are capitalized at cost and are reported in the district-wide statement of net position but are not reported in the fund financial statements. The District maintains a capitalization threshold of \$500. The District does not possess any infrastructure assets. Improvements are capitalized while the cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the asset's life are recorded as expenditures in the period incurred. Capital assets are depreciated using the straight-line method over the estimated useful lives of the assets.

Property Taxes

Property taxes attach as an enforceable lien on property as of July 1. Taxes are levied on November 1 and payable in two installments on November 1, and February 1. District taxes are a percentage of the total county-wide Proposition 13 tax rate of \$ 1 per \$ 100 of assessed valuation. The District's percentage is based on a formula established by the State of California. The County of Yuba bills and collects all property taxes. Tax collections are credited to the District's fund in the County Treasury.

PEORIA CEMETERY DISTRICT

Notes to the Financial Statements

June 30, 2013

NOTE A-SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property Taxes (continued)

The District participates in the County "Teeter Plan" method of property tax distribution and thus receives 100% of the District's apportionment each fiscal year, eliminating the need for an allowance for uncollectible revenues. The County, in return, receives all penalties and interest on the related delinquent taxes. Under the Teeter Plan, the County remits property taxes to the District based on assessments, not on collections, according to the following schedule: 55 percent in December, 40 percent in April and 5 percent at the end of the fiscal year.

Net Position and Fund Balance

The difference between fund assets and liabilities is called "net position" on the district-wide financial statements and it is called "fund balance" on the governmental fund statements.

The district-wide financial statements have the following categories of net position:

"Investment in capital assets, net of related debt" represents capital assets, net of accumulated depreciation reduced by the outstanding principle balances of debt attributed to the acquisition, construction, or improvement of those assets.

"Restricted" includes amounts that can be spent only for specific purposes as stipulated by law, external resource providers, contract, or through enabling legislation.

"Unrestricted" are neither restricted nor invested in capital assets, net of related debt.

In accordance with provisions of Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, the governmental fund financial statements have the following categories of fund balance.

"Restricted fund balance" includes amounts that can be spent only for specific purposes as stipulated by law, external resource providers, contract, or through enabling legislation.

"Committed fund balance" includes amounts that can be spent only for specific purposes determined by a formal action of the District's governing body.

"Assigned fund balance" includes amounts that are intended to be spent by the District for specific purposes but do not meet the criteria to be classified as restricted or committed.

"Unassigned fund balance" is the residual classification for the District's general fund and includes all spendable amounts not contained in the other classifications.

PEORIA CEMETERY DISTRICT
Notes to the Financial Statements
June 30, 2013

NOTE A-SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Estimates and Assumptions

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates and assumptions.

Risk Management

The District is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions, injuries and natural disasters for which the District carries commercial insurance.

NOTE B. CASH AND CASH EQUIVALENTS

The District holds its cash with the County of Yuba (the County) Treasury. The County maintains a cash and investment pool and allocates interest to the various funds based upon the average monthly cash balances. Information regarding categorization of investments can be found in the County of Yuba's financial statements, which were audited by other auditors.

The District maintains an endowment care fund in compliance with California Health and Safety Code Article 4, Chapter 8, Part 4, Division 8, Sections 9000-9005. The District holds the money in trust. The income generated by the endowment fund is available to provide for the maintenance of the cemetery, but the principle of the trust fund is non-expendable.

Investments Authorized

The District may invest in any obligations, bonds, or securities in accordance with section 53601 of the California Government Code, provided that the investment is in compliance with any debt covenant.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. The district does not have a specific policy which relates to interest rate risk.

PEORIA CEMETERY DISTRICT

Notes to the Financial Statements

June 30, 2013

NOTE B. CASH AND INVESTMENTS (Continued)

Cash Balances

The District's cash balances in the Yuba County Treasury consisted of the following as of June 30, 2013:

	Reported Amount	Fair Value
Cash in General Fund - unrestricted	\$ 123,445	\$ 123,445
Cash in Savings Fund - unrestricted	11,851	11,851
Cash in Endowment Fund - unrestricted	<u>5,265</u>	<u>5,265</u>
Total funds held in County Treasury - unrestricted	140,561	140,561
Petty Cash	<u>170</u>	<u>170</u>
Total cash and cash equivalents	140,731	140,731
Cash in Endowment Fund - restricted	<u>26,386</u>	<u>26,386</u>
Total funds, unrestricted and restricted	<u>\$ 167,117</u>	<u>\$ 167,117</u>

Investments in External Investment Pool

The District participates in an external investment pool that is managed and directed by the County of Yuba Treasurer and is not registered by the Securities and Exchange Commission. The County Treasurer pools these funds with those of other entities and invests the cash in accordance with Government Code Section 53635, pursuant to section 53601.

The County Treasurer invests in a wide variety of investments which include U.S Government Securities, commercial paper, certificates of deposit, bankers acceptances, repurchase and reverse repurchase agreements, and demand deposits in the State Local Agency Investment Fund. All investments in the pool are carried at cost rather than fair value due to immaterial valuation differences in relation to each investment account included in the pool. The pooled funds are invested principally in securities insured or registered, or for which securities are held by the County or its agent in the County's name. A portion of the pool consists of deposits with financial institutions which are federally insured or collateralized according to State Law.

The fair value of the District's investments in this pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire County Treasurer portfolio.

PEORIA CEMETERY DISTRICT
Notes to the Financial Statements
June 30, 2013

NOTE B. CASH AND INVESTMENTS (Continued)

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization; however, the external investment pool with the County Treasury is not rated.

NOTE C. RELATED PARTY TRANSACTIONS

The District engaged in an ongoing related-party labor arrangement during the years ended June 30, 2006 through June 30, 2013 with Kenneth Sullivan, stepson of District Board Chairman Ray Bradley, being paid by the District for caretaker services for a monthly salary of \$985.

PEORIA CEMETERY DISTRICT

Schedule of Revenues Collected

General Fund

For the Fiscal Year Ended June 30, 2013

(With Comparative Totals for the Fiscal Year Ended June 30, 2012)

	<u>2013</u>	<u>2012</u>
Taxes		
Current secured	\$ 30,361	\$ 27,484
Current unsecured	1,533	1,398
Current supplemental	<u>785</u>	<u>1,126</u>
Total Taxes	<u>32,679</u>	<u>30,008</u>
Intergovernmental		
Homeowner's property tax relief	<u>557</u>	<u>554</u>
Use of Money and Property		
Interest income	<u>1,619</u>	<u>1,859</u>
Other Revenues		
Miscellaneous	<u>400</u>	<u>90</u>
 Total of Revenues Collected	 <u>\$ 35,255</u>	 <u>\$ 32,511</u>

PEORIA CEMETERY DISTRICT

Schedule of Expenditures Paid

General Fund

For the Fiscal Year Ended June 30, 2013

(With Comparative Totals for the Fiscal Year Ended June 30, 2012)

	<u>2013</u>	<u>2012</u>
Salaries and Benefits		
Salaries and benefits	\$ 19,620	\$ 19,620
Payroll taxes	<u>2,211</u>	<u>2,211</u>
Total salaries and benefits	<u>21,831</u>	<u>21,831</u>
Service and supplies		
Capital outlay	-	60
Insurance	1,950	1,780
Memberships	15	15
Office supplies and expense	190	532
Legal and professional fees	4,400	2,200
Repairs & Maintenance	3,055	1,826
Scavenger service	637	619
Utilities	<u>331</u>	<u>316</u>
Total Services and Supplies	<u>10,578</u>	<u>7,348</u>
 Total Expenditures Paid	 <u>\$ 32,409</u>	 <u>\$ 29,179</u>

PEORIA CEMETERY DISTRICT
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
GENERAL FUND BALANCE-BUDGET AND ACTUAL

For the Year Ended June 30, 2013

	<u>General Fund</u>		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues Collected			
Taxes	\$ 30,008	\$ 32,679	\$ 2,671
Intergovernmental	554	557	3
Use of money and property	1,859	1,619	(240)
Other revenues	<u>90</u>	<u>400</u>	<u>310</u>
Total Revenues Collected	<u>32,511</u>	<u>35,255</u>	<u>2,744</u>
Expenditures Paid			
Salaries and benefits	25,340	21,831	3,509
Services and supplies	<u>12,799</u>	<u>10,578</u>	<u>2,221</u>
Total Expenditures Paid	<u>38,139</u>	<u>32,409</u>	<u>5,730</u>
Excess of Revenues Collected Over (Under) Expenditures Paid	<u>\$ (5,628)</u>	<u>2,846</u>	<u>\$ 8,474</u>
Fund Balance, July 1, 2012		<u>132,090</u>	
Fund Balance, June 30, 2013		<u>\$ 134,936</u>	

PEORIA CEMETERY DISTRICT

Schedule of Findings

For the year ended June 30, 2013

ITEM 2013-1

Condition: The District continued to withhold only 4.2% of social security tax from employees paychecks after the rate was increased to 6.2% on January 1, 2013. The District paid the correct 6.2% to the Internal Revenue Service beginning on January 1, 2013, so the District has no underpaid payroll taxes. The result is that the District employees owe the additional 2.0% to the District in the amount of \$ 352.67 through June 30, 2013.

Recommendation: The amount owed to the District should be repaid by the employees with additional amounts withheld from their paychecks, until the balance is paid in full. The excel spreadsheet that calculated the incorrect social security withholding had been corrected by the date of this audit report.

D.R. Watts Accountancy Corporation
1018 Live Oak Blvd, Suite G
Yuba City, CA 95991
Phone (530) 755-6402 / drwattscpa@aol.com

June 23, 2014

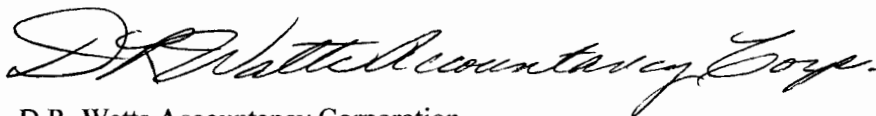
To the Board of Directors and Management
of Peoria Cemetery District

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Peoria Cemetery District as of and for the year ended June 30, 2013, in accordance with auditing standards generally accepted in the United States of America, we considered Peoria Cemetery District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Peoria Cemetery District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Peoria Cemetery District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However material weaknesses may exist that have not been identified.

This communication is intended solely for the information and use of management, the Board of Directors, and others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.



D.R. Watts Accountancy Corporation
Yuba City, CA

June 23, 2014

Release Date: September 18, 2014

Release Number: CA 14122-01

Media Contact: Richard Jenkins

Phone: (916) 735-1500

SBA Economic Injury Disaster Loans Available to California Small Businesses

SACRAMENTO, Calif. – Small, nonfarm businesses in 57 California counties and neighboring counties in Arizona, Nevada and Oregon are now eligible to apply for low-interest federal disaster loans from the U. S. Small Business Administration (SBA). These loans offset economic losses because of reduced revenues caused by the drought that began on January 1, 2014, in the following primary counties, announced Tanya N. Garfield, Director of SBA's Disaster Field Operations Center - West.

Primary California counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Orange, Plumas, San Benito, San Bernardino, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Tehama, Trinity, Tulare, Tuolumne, Ventura and Yolo;

Neighboring California counties: Del Norte, Humboldt, Lake, Napa, Nevada, Placer, Riverside, Sacramento, San Diego, San Francisco, San Mateo, Santa Cruz, Solano, Sutter and Yuba;

Neighboring Arizona counties: La Paz and Mohave;

Neighboring Nevada counties: Clark, Douglas, Esmeralda, Lyon, Mineral, Nye and Washoe;

Neighboring Oregon counties: Jackson, Josephine, Klamath and Lake.

"SBA eligibility covers both the economic impacts on businesses dependent on farmers and ranchers that have suffered agricultural production losses caused by the disaster and businesses directly impacted by the disaster," Garfield said.

Small, nonfarm businesses, small agricultural cooperatives, small businesses engaged in aquaculture and most private, nonprofit organizations of any size may qualify for Economic Injury Disaster Loans (EIDLs) of up to \$2 million to help meet financial obligations and operating expenses which could have been met had the disaster not occurred.

"Eligibility for these loans is based on the financial impact of the disaster only and not on any actual property damage. These loans have an interest rate of 4% for businesses and 2.625% for private, nonprofit organizations, a maximum term of 30 years, and are available to small businesses and most private, nonprofits without the financial ability to offset the adverse impact without hardship," Garfield said.

By law, SBA makes EIDLs available when the U. S. Secretary of Agriculture designates an agricultural disaster. Secretary Tom Vilsack declared this disaster on September 17, 2014.

Businesses primarily engaged in farming or ranching are not eligible for SBA disaster assistance. Agricultural enterprises should contact the Farm Services Agency (FSA) about the U. S. Department of Agriculture (USDA) assistance made available by the Secretary's declaration. However, in drought disasters nurseries are eligible for SBA disaster assistance.

Applicants may apply online using the Electronic Loan Application (ELA) via SBA's secure Web site at <https://disasterloan.sba.gov/ela>.

Disaster loan information and application forms are also available from SBA's Customer Service Center by calling (800) 659-2955 or e-mailing disastercustomerservice@sba.gov. Individuals who are deaf or hard-of-hearing may call (800) 877-8339. For more information about SBA's disaster assistance programs, visit <http://www.sba.gov/disaster>.

The deadline to apply for these loans is May 18, 2015.

U.S. Small Business Administration (SBA) Declaration

SBA #14122 - Drought

Declaration Information

The following table illustrates the declaration information.

Eligible Primary County(s):	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Orange, Plumas, San Benito, San Bernardino, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo
Eligible Contiguous County(s):	Del Norte, Humboldt, Lake, Napa, Nevada, Placer, Riverside, Sacramento, San Diego, San Francisco, San Mateo, Santa Cruz, Solano, Sutter, Yuba
Reason/Event:	September 17, 2014, USDA Designation for Drought that occurred January 1, 2014, and continuing.
Assistance made available by declaration:	SBA Economic Injury Disaster Loans
Application deadline for business economic injury:	May 18, 2015
Who may apply:	Small, non-farm businesses, small agricultural cooperatives, and most private non-profit organizations of any size. Small businesses include those that do business directly with the growers, such as truckers and suppliers of agricultural equipment or services.
How to apply:	Contact SBA at 1-800-659-2955 , or visit SBA's website at: www.sba.gov/services/disasterassistance . Hearing impaired individuals may call 1-800-877-8339.

California Governor's Office of Emergency Services (Cal OES)

Individual Assistance Division

Address: 3650 Schriever Avenue
Mather, CA 95655

Facsimile: (916) 845-8395

Individual Assistance Officer: Karma Hackney
(916) 845-8141 karma.hackney@caloes.ca.gov

Regions I & VI

Counties: **Region I** – Los Angeles and Orange
Region VI – Imperial and San Diego

IA Coordinator *Mary Ann Johnson*
(916) 845-8147 ofc maryann.johnson@caloes.ca.gov
(916) 761-1094 cell

Region I & II

Counties: **Region I** – San Luis Obispo, Santa Barbara, and Ventura
Region II - Alameda, Contra Costa, Marin, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, and Santa Cruz

IA Coordinator *Lidia Armas*
(916) 845-8144 ofc lidia.arms@caloes.ca.gov
(916) 340-5893 cell

Region II, III & IV

Counties: **Region II** - Del Norte, Humboldt, Lake, Mendocino, Napa, Solano, and Sonoma
Region III - Butte, Colusa, Glenn, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, and Yuba
Region IV – Alpine, Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Stanislaus, Tuolumne, and Yolo

IA Coordinator: *Katrina Limon*
(916) 845-8146 ofc katrina.limon@caloes.ca.gov
(916) 494-8138 cell

Region V & VI

Counties: **Region V** – Fresno, Kern, Kings, Madera, Mariposa, Merced, and Tulare
Region VI - Inyo, Mono, Riverside, and San Bernardino

IA Coordinator: *Theresa Gonzales*
(916) 845-8145 ofc theresa.gonzales@caloes.ca.gov
(916) 600-7655 cell

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**Pacific Gas and
Electric Company**

464-14

Mark Stewart
Sr. Program Manager
Vegetation Mgt- Enviro, FERC
4636 Missouri Flat Rd.
Placerville, CA 95667
Tel: (530) 306-7495
Email: M9S5@pge.com

September 19, 2014

Via Electronic Filing (E-File)

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

RECEIVED

SEP 22 2014

**Subject: Narrows No. 2 Transmission Line Project
FERC Project No. 2678-006
PG&E's Reply to Comments and Recommended Conditions**

Clerk/Board of Supervisors

Dear Secretary Bose:

As provided in Section (§) 5.23(a) of Title 18 of the Code of Federal Regulations (C.F.R.), Pacific Gas and Electric Company (PG&E), existing Licensee and applicant for a new license for the Narrows 2 Transmission Line Project, Federal Energy Regulatory Commission (FERC or Commission) Project No. 2678 (Project), hereby files with the Commission PG&E's reply to comments and recommended conditions filed with FERC in response to the Commission's June 9, 2014 *Notice of Application Accepted for Filing, Soliciting Motions to Intervene and Protests, Ready for Environmental Analysis, and Soliciting Comments, Recommendations, Preliminary Terms and Conditions, and Preliminary Fishway Prescriptions* (REA Notice).

A single stakeholder, California Department of Fish and Wildlife (CDFW) filed comments and recommended conditions in response to the Commission's REA Notice. CDFW filed two recommended conditions regarding wildlife, pursuant to Section 10(j) of the Federal Power Act (FPA). PG&E's reply to CDFW's recommended conditions are included in Attachment 1, along with supplemental information in Attachments 2 and 3.

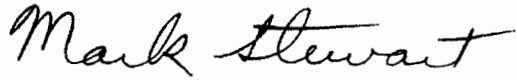
PG&E requests that the Commission consider PG&E's reply when: preparing its Environmental Assessment (EA) for the Project; conducting Endangered Species Act (ESA) consultation under 16 United States Code (U.S.C.) Section 1536(a)(2); and conducting National Historic Preservation Act (NHPA) consultation under Section 36 C.F.R. Section 800.16.

If you have any questions regarding this letter and attachments, please contact me at (530) 306-7495.

Respectfully submitted,

Ms. Kimberly D. Bose
Federal Energy Regulatory Commission
September 19, 2014
Page 2

PACIFIC GAS & ELECTRIC COMPANY

A handwritten signature in black ink that reads "Mark Stewart". The signature is written in a cursive, flowing style.

Mark Stewart
Sr. Program Manager

Attachment 1: PG&E's Reply to Comments and Recommended Conditions
Attachment 2: PG&E's Nesting Bird Management Guidance
Attachment 3: PG&E's Avian Protection Plan

cc: Certificate of Service for parties on FERC's Official Service List for the Narrows No. 2
Transmission Line Project (FERC Project No. 2678-006)

Certificate of Service

I hereby certify that I have this day served the foregoing document upon each person on the designated official service list compiled by the Secretary of the Federal Energy Regulatory Commission in this proceeding (Narrows No. 2 Transmission Line Project, FERC Project No. 2678-006)

Dated in Sacramento, California this 19th day of August, 2014

A handwritten signature in cursive script that reads "Fred Holzman".

Fred Holzman, Environmental & Regulatory Manager
HDR Engineering, Inc.
Hydropower Services
2379 Gateway Oaks, Suite 200
Sacramento, CA 95833
(916) 679-8727

ATTACHMENT 1

Reply to Comments and Recommended Conditions

1.0 Introduction

As provided in Section (§) 5.23(a) of Title 18 of the Code of Federal Regulations (C.F.R.), Pacific Gas and Electric Company (PG&E), existing Licensee and applicant for a new license for the Narrows 2 Transmission Line Project, Federal Energy Regulatory Commission (FERC or Commission) Project No. 2678 (Project), hereby files with the Commission PG&E's reply to comments, recommendations, and preliminary terms and conditions filed with FERC in response to the Commission's June 9, 2014 *Notice of Application Accepted for Filing, Soliciting Motions to Intervene and Protests, Ready for Environmental Analysis, and Soliciting Comments, Recommendations, Preliminary Terms and Conditions, and Preliminary Fishway Prescriptions* (REA Notice).¹

PG&E requests that the Commission consider PG&E's reply when: preparing its Environmental Assessment (EA) for the Project; conducting Endangered Species Act (ESA) consultation under 16 United States Code (U.S.C.) Section 1536(a)(2); and conducting National Historic Preservation Act (NHPA) consultation under Section 36 C.F.R. Section 800.16.

2.0 Number and Types of Comments

A single stakeholder, California Department of Fish and Wildlife (CDFW) filed comments and recommended conditions in response to the Commission's REA Notice. CDFW filed two recommended conditions with regards to wildlife filed pursuant to Section 10(j) of the Federal Power Act (FPA).

3.0 PG&E's Reply

PG&E has carefully reviewed CDFW's comment letter, and provides below its response to CDFW's recommendations.

If a recommendation or comment is not directly replied to in this filing, the Commission and stakeholders should not infer that PG&E agrees with that condition, prescription, recommendation or comment. PG&E reserves its right to reply to those condition, prescription, recommendation or comment and object to them or other license terms and conditions, as appropriate, in later venues.

¹ By the August 8, 2014 deadline, California Department of Fish and Wildlife filed with the Commission on August 7, 2014 a Motion to Intervene in the relicensing proceeding. While PG&E takes exception to some of the material filed in some of the motions, PG&E does not object to the procedural motions for intervention.

3.1 FPA Section 10(j) Recommendations

One agency – CDFW - filed FPA Section 10(j) recommendations.

3.1.1 California Department of Fish and Wildlife

CDFW's letter includes two FPA Section 10(j) recommended conditions. These are:

- Condition No. 1: Nesting Bird Protection Plan
- Condition No. 2: Avian Electrocution and Collision Prevention Plan

PG&E's replies to CDFW's Section 10(j) recommendations are provided below.

3.1.1.1 CDFW's Section 10(j) Recommendation No. 1: Nesting Bird Protection Plan

CDFW recommends on pages 10 and 11 of their August 7, 2014 letter:

Within six months of license issuance, Licensee shall implement a Nesting Bird Protection Plan that includes measures to reduce Project disturbance to and avoid take of nesting birds, including their nests and eggs. The Plan shall be developed in consultation with and approved by the California Department of Fish and Wildlife (CDFW) prior to filing with FERC and implementation. At a minimum, the Plan shall include all of the following measures:

- a) For the purposes of this Project, the nesting bird season shall extend from January 1st through August 31st to incorporate the expected nesting chronology of American peregrine falcon (January 1st to August 31st) and the general nesting season for other bird species (Feb 1st through August 31st).*
- b) Licensee shall schedule all Project-related maintenance and repair activities outside of the nesting bird season of January 1st through August 31st. These activities may include, but are not limited to:*
 - Annual inspections of transmission line structures;*
 - Annual inspections and clearing of vegetation not in compliance with Public Resource Code Sections 4292 and 4293 or other current vegetation clearing standards for transmission lines;*
 - 10-year inspections and base treatments of wood poles;*
 - Repairs to insulators and cross-arms, or other minor repairs;*
 - Replacement of conductors;*
 - All maintenance or repairs or other Project-related activities conducted using a helicopter or other aircraft; and*
 - Any other major or minor Project-related maintenance, repair, and replacement activities.*

- c) *If avoidance of the nesting bird season is not feasible, Licensee shall conduct protocol-level surveys for American peregrine falcon Eyries in all suitable habitat within the Yuba River Canyon from Englebright Dam extending 2 miles downstream. The Licensee shall conduct surveys for American peregrine Eyries (nest sites) using the Protocol for Observing Known and Potential Peregrine Falcon Eyries in the Pacific Northwest (Pagel 1992) or other protocols as recommended by CDFW.*

If an American peregrine falcon eyrie is determined occupied during surveys, Licensee shall consult with CDFW to develop a protective work buffer, if appropriate (i.e. if the buffer provides adequate protection of the eyrie as related to the sensitivity of the nesting pair), for that eyrie. If a protective work buffer cannot be developed to adequately protect a particular eyrie, Project activities shall be suspended until August 31st unless otherwise authorized by CDFW.

- d) *In addition to American peregrine falcon surveys, if avoidance of the nesting bird season is not feasible, Licensee shall conduct focused surveys for other nesting birds within the FERC Project Boundary plus and adjacent 500-foot radius. Licensee shall conduct surveys for nesting birds using standard protocols (see Bird, Bildstein, Barber, and Zimmerman 2007; Fuller and Mosher 1987; Martin and Geupel 1993; Ralf, Geupel, Pyle, Martin, and DeSante 1993) or other protocols as recommended by CDFW.*

If no active bird nests are found during surveys, Project activities may proceed. If surveys identify an active nest, Licensee shall consult with CDFW to develop protective work buffers specific to the life history of the nesting bird(s).

All survey results for American peregrine falcon and nesting birds shall be submitted to CDFW during nest consultations or within 30 days of completing surveys, whichever is earlier.

- e) *Licensee shall maintain adequate work buffers between Project activities and active bird nests for the duration of Project activities so that nesting activities are not interrupted. All nest buffers shall be delineated by temporary orange fencing or orange markers, and shall be in effect for the duration of Project activities or until the nest is no longer active. Buffers shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, current site conditions, and the specific Project activities occurring in the vicinity of the active nest.*
- f) *If modifications to this Plan are necessary, Licensee and CDFW shall schedule a meeting to discuss any proposed modifications. Any modifications to this Plan shall be agreed upon by both Licensee and CDFW. Licensee may modify the implementation measures contained within the plan without Commission approval to the extent the measures are within the scope of the approved plan and agreed to by CDFW. Any modification to the implementation measure not within the scope of the approved plan or not agreed to by CDFW, must be filed with the Commission for approval.*

CDFW does not estimate the cost to implement its Recommended Condition No. 1.

PG&E's Response

PG&E appreciates CDFW's recommendation to develop a Nesting Bird Protection Plan (NBPP), and in principal does not object to development of a NBPP. However, PG&E does not agree that development of a NBPP specific to the Narrow 2 Transmission Line Project is necessary. In 2012 PG&E developed a draft *Nesting Bird Management Guidance* (NBMG) that describes a comprehensive approach to nesting bird management to avoid and minimize effects on nesting birds within PG&E's service area in compliance with applicable federal and state regulations. PG&E shared this draft document with both the US Fish and Wildlife Service and the California Department of Fish and Wildlife in 2013 and received only one minor comment from the USFWS. The NBMG, included as Attachment 2 herein, is PG&E's enterprise-wide instrument for interacting with active bird nests near a facility, which includes measures for protection of peregrine falcon, during construction, operation and maintenance of transmission lines, gas pipelines and hydroelectric facilities. PG&E's response below focuses on the transmission-line elements of the NBMG for application to operation and maintenance (O&M) of the Narrows 2 Transmission Line Project.

Overview of PG&E's NBMG

Nesting birds may be affected by a wide variety of human activities, including PG&E activities during the construction, operation, and maintenance of gas and electric facilities. Many PG&E activities must occur during the bird nesting season and in areas that provide suitable habitat for birds to nest. When practical, PG&E schedules O&M activities outside the nesting bird season. However, public safety and other concerns such as pre-planned and Independent System Operator (ISO) authorized power interruption timeframes for electrical work often prevent the scheduling of some operational activities outside the nesting season. As such, PG&E requires a standard approach for evaluating potential activity effects and applying measures to avoid and minimize effects on nesting birds. The primary objective of these guidelines is to provide a standardized approach, based upon accepted practices of wildlife management, to avoid and minimize the effects of PG&E activities on nesting birds.

These guidelines are provided to biologists working on PG&E projects that occur in proximity to an active bird nest. PG&E is required to comply with federal and state regulations that prohibit take of birds including eggs or young in active nests. Federal regulations prohibit take of individuals or species listed under the federal Endangered Species Act (ESA), the Migratory Bird Treaty Act (MBTA), and the Bald and Golden Eagle Protection Act (BGEPA). Actions such as killing or harassing individuals, as well as destroying an active nest or conducting activities that directly or indirectly result in nest failure, are prohibited. State regulations, such as the California Endangered Species Act (CESA), California Fish and Game Code for Fully Protected Species, and California Fish and Game Species of Species Concern, have similar prohibitions. PG&E's nesting bird management guidelines provide an avoidance and minimization framework that will allow PG&E to comply with federal and state regulations as environmental permitting staff develop avoidance and minimization strategies for all work at PG&E.

PG&E identified all standard work activities, analyzed how they could affect nesting birds, and evaluated how these effects could be avoided and minimized (Attachment 2, NBMG, Chapter 2, *PG&E Activities that May Affect Nesting Birds*, and Chapter 3, *Assessment of Potential Effects*). A literature review was conducted to evaluate how nesting success is influenced by four effect mechanisms—(1) disturbance of occupied nest location or nesting substrate, (2) presence and amount of movement or activity of people and equipment (i.e., human use intensity), (3) activity duration, and (4) noise level. The results of the literature review, together with the opinion of expert ornithologists, were used to determine and assign a disturbance category to each of the PG&E activities. A second literature review was conducted to determine and assign effective activity-free buffers (Attachment 2, NBMG, Chapter 4, *Management Approach*). Activity-free buffers are specific to each avian species (e.g. peregrine falcon) that may be encountered and are assigned based on an anticipated disturbance category.

Implementation of PG&E's nesting bird management guidelines will allow for consistent application of avoidance and minimization measures for nesting birds across PG&E activities, will provide structured on-the-ground decision-making, and will ensure compliance with state and federal laws applicable to nesting birds. The management approach provides a framework and biological basis to accomplish the following:

- Determine constraints to planned activities related to nesting birds.
- Determine nesting bird presence and identify the need to implement or adjust standard buffers.
- Apply measures to avoid and minimize effects on birds that nest or may nest in the vicinity of work activities.
- Allow on-the-ground decision-making by a qualified biologist (biologist) or contractor.²
- Implement required avoidance and minimization measures (AMMs) and best management practices (BMPs) in natural vegetation or in agricultural lands that could provide nesting bird habitat.
- Confer with the U.S. Fish and Wildlife Service (USFWS) or California Department of Fish and Wildlife (CDFW) prior to the implementation of certain activities.

A step-wise compliance approach was developed to guide implementation of these nesting bird management guidelines. Each of the steps and decision-making points (summarized below) is detailed in the NBMG (Attachment 2, NBMG, Chapter 4, *Management Approach*).

Step 1: Conduct planning assessment. A desktop planning assessment will be conducted as part of the environmental review and planning process prior to initiating activities in locations that provide suitable habitat for nesting birds. A biologist will determine if there are constraints to planned activities related to nesting birds based on a review of the project, scheduling requirements of the activity (in or outside the nesting period), presence of nesting birds and their

² A qualified biologist is defined as an individual with a bachelor's degree or above in a field related to biological sciences and demonstrated field expertise in ornithology, in particular nesting behavior.

habitat, types of activities (work) to be done and the likelihood to disturb nesting birds, identification of activity-free buffers, and the need for biological surveys prior to commencement of work. If it is determined that habitat types and nesting birds are likely to be present and the work is likely to affect them, then pre-activity biological surveys (Step 2) will be implemented.

Step 2: Conduct pre-activity biological surveys. In accordance with the nature of the work planned and the results of the desktop planning assessment, a pre-activity biological survey will be conducted to determine if there are active nests. Surveys should occur for activities planned in the nesting season in suitable habitat areas where birds are likely to be detected nesting and when standard species-specific activity-free buffers may restrict activity implementation. The pre-activity survey will occur within a timeframe prior to the activity that is suitable for the detection of recently established nests and will serve as the basis for determining nesting bird presence and identifying the need to implement or adjust standard buffers.

Step 3: Determine and implement standard AMMs and vegetation BMPs. PG&E's AMMs and BMPs will be applied as necessary during activities in natural vegetation that could provide habitat for nesting birds.

Step 4: Implement avian AMMs. PG&E will apply measures described in these nesting bird management guidelines to avoid and minimize effects on birds that nest or may nest in the vicinity of activities. This includes: implementation of standard, reduced, or increased species-specific activity-free buffers (including use of staking and fencing around the active nest to delineate buffers); periodic nest monitoring; and nesting bird deterrence, as applicable (per NBMG, Table 4-5).

Step 5: Confer with USFWS and/or CDFW as necessary. PG&E may confer with USFWS and/or CDFW when an agency recommended buffer cannot be observed for a nesting threatened or endangered bird to manage risk (Attachment 2, NBMG, Table 4-4). Given the large size of Table 4-4 in the NBMG, a subsection of Table 4-4 is shown below for example here (for the full content of Table 4-4, see Attachment 2, NBMG, Chapter 4).

Species	Federal Status ^a	State Status ^a	Standard Buffer (feet)	Medium Disturbance Category Minimum Buffer (feet)	High Disturbance Category Minimum Buffer (feet)
Golden eagle (<i>Aquila chrysaetos</i>)	--	FP	2640	CR	CR
American peregrine falcon (<i>Falco peregrinus anatum</i>)	D	FP	300	50	100
Long-eared owl (<i>Asio otus</i>)	--	SSC	300	50	100
Burrowing owl (nesting season) (<i>Athene cunicularia</i>)	--	SSC	250	CR	CR
Olive-sided flycatcher (<i>Contopus cooperi</i>)	--	SSC	75	15	30

Species	Federal Status ^a	State Status ^a	Standard Buffer (feet)	Medium Disturbance Category Minimum Buffer (feet)	High Disturbance Category Minimum Buffer (feet)
Yellow warbler (<i>Dendroica petechial</i>)	--	SSC	75	15	30

Species status obtained from CDFG 2011³

^a Status abbreviations: Federal: D = delisted; State: FP = fully protected under the California Fish and Game Code, SSC = species of special concern in California.

CR = Consultation required to perform work within the standard buffer.

With respect to updates to the NBMG, PG&E considers the document to be a “living document” that is based on the best available scientific information and input from avian experts in regards to nesting bird disturbances and protective measures. PG&E anticipates that over the life of license, new information with regards to how nesting success is influenced by the four effect mechanisms will become available and periodic updates to the NBMP will occur. As described above, the four effect mechanisms are: (1) disturbance of occupied nest location or nesting substrate, (2) presence and amount of movement or activity of people and equipment (i.e., human use intensity), (3) activity duration, and (4) noise level.

3.1.1.2 CDFW’s Section 10(j) Recommended Condition No. 2: Avian Electrocution and Collision Prevention Plan

CDFW recommends on pages 12 and 13 of their August 7, 2014 letter:

Within six months of licensee issuance, Licensee shall implement an Avian Electrocution and Collision Protection Plan that includes measures to reduce Project-related bird electrocution and collisions and avoid take of protected bird species. Licensee shall develop the Plan using the Avian Power Line Interaction Committee (APLIC) guidance documents: Avian Protection Plan (APP) Guidelines (APLIC and USFWS 2005), Suggested Practices for Avian Protection on Power Lines: The State of the Art in 2006 (APLIC 2006), and Reducing Avian Collisions with Power Lines: The State of the Art in 2012 (APLIC 2012). The Plan shall be developed in consultation with and approved by CDFW prior to filing with FERC and implementation. At a minimum, the Plan shall include all of the following measures:

- a) Within 1 year of license issuance, the Licensee shall conduct and evaluation of Project transmission structures to determine their consistency with design configurations and strategies as recommended by APLIC (2006 and 2012) guidance documents, or updated versions of these documents as they are issued. Results of the evaluations shall be submitted to CDFW for review within 60 days of completion.*

³ California Department of Fish and Game. 2011. California Natural Diversity Database. Special Animals List. Accessed January 2011.

If it is determined that Project transmission configurations are consistent with APLIC guidelines, then no further action would be required. If it is determined that the configurations are inconsistent with APLIC guidelines: 1) minor repairs or retrofits (e.g., covering conductors, installing perch guards, etc.) shall be completed within 1 year of licensee issuance, and 2) major repairs (e.g., pole replacement or retrofit), as agreed to in consultation with CDFW, shall be completed within 15 years of license issuance. CDFW may request for Project transmission structures to be repaired or retrofitted sooner than the timelines specified above if a bird(s) is electrocuted as a result of the Project.

- b) Within 1 year of license issuance, Licensee shall install line markers to make Project transmission lines more visible to birds. Licensee shall submit photos of the installed line markers to CDFW within 30 days of installation.*
- c) Licensee shall ensure all newly installed powerlines, poles, conductors, and other transmission infrastructure and associated equipment conforms to current APLIC guidelines.*
- d) Upon license issuance, Licensee shall record all incidental observations of bird electrocutions and/or collisions and dead birds found by Licensee's operations and maintenance staff within the FERC Project Boundary. The reported incidental observations shall include the following information: 1) date, 2) location (i.e., GPS coordinates), 3) species and/or sex of the bird if identifiable, 4) number of birds, 5) condition of birds (i.e., dead or injured), 6) suspected cause of injury or death of the bird(s) (i.e., electrocution or collision), and 7) if the bird(s) was banded and the band number. Licensee shall provide this information in a report to CDFW by January 1st of each year. Licensee shall immediately report to CDFW the injury or death of any species of bird listed as threatened or endangered under the California Endangered Species Act (CESA; Fish and G. Code §§ 2050-2085) and/or fully protected pursuant to Fish and Game Code Section 3511.*
- e) If modifications to this Plan are necessary, Licensee and CDFW shall schedule a meeting to discuss any proposed modifications. Any modifications to this plan shall be agreed upon by both Licensee and CDFW. Licensee may modify the implementation measures contained within the plan without Commission approval to the extent the measures are within the scope of the approved plan and agreed to by CDFW. Any modification to the implementation measures not within the scope of the approved plan or not agreed to by CDFW, must be filed with the Commission for approval.*

CDFW does not estimate the cost to implement its recommended Condition No. 2.

PG&E's Response

PG&E appreciates CDFW's recommendation to develop an avian electrocution and collision protection plan. In fact, PG&E has already developed an internal Utility Standard (S2321)

document entitled Avian Protection Plan (APP), and a Work Procedure (WP2321-01) document entitled Avian Protection Plan Implementation (APPI). Both documents are designed to protect migratory birds and raptors from collisions and/or electrocution resulting from contact with transmission and distribution lines within PG&E's service territory. These operating standards and work procedures were developed as a result of a Settlement Agreement dated April 25, 2002, between PG&E and the U.S. Fish and Wildlife Service for the protection of migratory birds and raptors. The Settlement Agreement expired in June 2007 coinciding with the effective starting date of PG&E's APP (Utility Standard S2321) and APPI (Work Procedure WP2321-01). In alignment with CDFW's recommended Condition No. 2, the APP (Utility Standard S2321) and APPI (Work Procedure WP 2321-01) will be implemented during operation of the Project; (see Attachment 3). Implementation of the existing APP and APPI demonstrates PG&E's commitment to minimizing the risks related to avian collisions and electrocutions, and continues to carry forward the elements of the Settlement Agreement between PG&E and the U.S. Fish and Wildlife Service.

As described below, PG&E's programmatic APP addresses all of the measures included in CDFW's recommendation to develop an Avian Electrocution and Collision Prevention Plan.

Under Part (a) of CDFW's recommended condition, CDFW requests that PG&E evaluate Project transmission structures for their consistency with design configurations and strategies as recommended by APLIC (2006 and 2012). PG&E contends that this is unnecessary because such an evaluation was performed with regards to the Narrows 2 Project lines, in accordance with the FERC-approved *Wildlife Resource Study*.⁴ The study found the Project's structures and line configurations to be in accordance with the standards recommended under the APLIC guidelines. Furthermore, PG&E's Utility Standard S2321 includes compliance and implementation responsibilities within PG&E for commitments in regards to documenting avian mortalities, problem poles and lines and problem nests; and guidance on the construction of all new or rebuilt facilities in identified areas to avian-safe standards and the retrofit or modification of poles where a protected bird was killed or injured.

Under Part (b) of CDFW's recommended condition, CDFW requests that PG&E install line markers within 1 year of license issuance. PG&E's internal APP already requires PG&E to document bird collisions with transmission lines and if avian collisions are recorded, the APP provides guidance on the construction of all new or rebuilt facilities in identified areas to avian-safe standards. A review of PG&E's bird collision incident reports found no records of avian collisions with the Narrows 2 Transmission Line.

Under Part (c) of CDFW's recommended condition, CDFW requests that all newly installed electric transmission line structures conform to current APLIC guidelines. PG&E's internal APP already provides guidance on the construction of all new or rebuilt facilities in identified areas to avian-safe standards.

⁴ Pacific Gas and Electric Company. 2013. Wildlife Resource Study. Technical Memorandum, Attachment A of Initial Study Report, prepared by HDR for the Relicensing of Narrows No. 2 Transmission Line Project (FERC Project No. 2678), March 8, 2013.

Under Part (d) of CDFW's recommended condition, CDFW requests PG&E record and submit incidental observations of bird electrocution and/or collisions and dead birds. PG&E's internal APP already specifies that such information be included in quarterly and annual reports to the USFWS, or as otherwise agreed to by the USFWS or CDFW.

Under Part (e) of CDFW's recommended condition, CDFW requests that modifications to the Avian Collision and Electrocution Prevention Plan that are outside the scope of the approved plan must be agreed upon by both PG&E and CDFW. PG&E anticipates that over the life of the new license the APP will be modified periodically to reflect updates to existing standards and guidelines.

Attachment 2

***Draft* Nesting Bird Management Guidance**

Attachment 3

Narrows 2 Transmission Line Avian Protection Plan

Appendix A

Avian Protection Plan Implementation

- **Work Procedure WP 2321-01**
 - Attachment 1: Incident Workflow Diagram
 - Attachment 2: U.S. Fish and Wildlife Service Permit Amendment
 - Attachment 3: Bird Incident Reporting Form
 - Attachment 4: Adjacent Pole Determination Form
 - Attachment 5: Bird Nest Process
 - Attachment 6: Raptor and Other Bird Descriptions
 - Attachment 7: State and Federal Threatened, Endangered, and Fully Protected Birds



September 19, 2014

RECEIVED

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

Clerk/Board of Supervisors

Dear Chairperson Nicoletti:

On September 17, 2014, the U.S. Department of Agriculture granted a Secretarial disaster designation for the primary counties of **Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Orange, Plumas, San Benito, San Bernardino, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo**, and the contiguous counties of **Del Norte, Humboldt, Lake, Napa, Nevada, Placer, Riverside, Sacramento, San Diego, San Francisco, San Mateo, Santa Cruz, Solano, Sutter**, and **Yuba** due to agricultural losses caused by Drought that occurred January 1, 2014, and continuing.

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

Sincerely,

KARMA HACKNEY
Individual Assistance Officer

Enclosure

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

3650 SCHRIEVER AVENUE, MATHER, CA 95655
INDIVIDUAL ASSISTANCE DIVISION
(916) 845-8149 TELEPHONE (916) 845-8395 FAX

U.S. Department of Agriculture (USDA) Designation

USDA #S3743 - Drought

Designation Information

The following table illustrates the designation information.

Eligible Primary County(s):	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Orange, Plumas, San Benito, San Bernardino, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo
Eligible Contiguous County(s):	Del Norte, Humboldt, Lake, Napa, Nevada, Placer, Riverside, Sacramento, San Diego, San Francisco, San Mateo, Santa Cruz, Solano, Sutter, Yuba
Event:	Drought that occurred January 1, 2014, and continuing.
Assistance made available by designation:	<ul style="list-style-type: none"> • Emergency farm loans for actual losses as a direct result of the disaster • Up to a maximum of \$500,000
Application deadline:	May 18, 2015
Who may apply:	Farmers and ranchers who conduct family-sized farming operations
How to apply:	<ul style="list-style-type: none"> • Contact local Farm Service Agency (FSA) office listed in the local telephone directory under U.S. Government, Agriculture • Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD)
USDA website for additional information:	https://www.fsa.usda.gov/FSA/webapp?area=home&subject=fmlp&topic=efl



September 19, 2014

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

Dear Chairperson Nicoletti:

The U.S. Small Business Administration declared the primary counties of **Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Orange, Plumas, San Benito, San Bernardino, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo**, and the contiguous counties of **Del Norte, Humboldt, Lake, Napa, Nevada, Placer, Riverside, Sacramento, San Diego, San Francisco, San Mateo, Santa Cruz, Solano, Sutter, and Yuba** a disaster area. This declaration is a result of a September 17, 2014, U.S. Department of Agriculture disaster designation due to agricultural losses caused by Drought that occurred January 1, 2014, and continuing.

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

Sincerely,

KARMA HACKNEY
Individual Assistance Officer

Enclosure

c: Yuba County Office of Emergency Services

U.S. Small Business Administration (SBA) Declaration SBA #14122 - Drought

**Declaration
Information**

The following table illustrates the declaration information.

Eligible Primary County(s):	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Orange, Plumas, San Benito, San Bernardino, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo
Eligible Contiguous County(s):	Del Norte, Humboldt, Lake, Napa, Nevada, Placer, Riverside, Sacramento, San Diego, San Francisco, San Mateo, Santa Cruz, Solano, Sutter, Yuba
Reason/Event:	September 17, 2014, USDA Designation for Drought that occurred January 1, 2014, and continuing.
Assistance made available by declaration:	SBA Economic Injury Disaster Loans
Application deadline for business economic injury:	May 18, 2015
Who may apply:	Small, non-farm businesses, small agricultural cooperatives, and most private non-profit organizations of any size. Small businesses include those that do business directly with the growers, such as truckers and suppliers of agricultural equipment or services.
How to apply:	Contact SBA at 1-800-659-2955 , or visit SBA's website at: www.sba.gov/services/disasterassistance . Hearing impaired individuals may call 1-800-877-8339.

Central Valley Regional Water Quality Control Board

18 September 2014

Mr. Kent Hawley
9 CES/CEVR
6601 B Street
Beale Air Force Base, CA 95903-1708

RECEIVED

SEP 23 2014

Clerk/Board of Supervisors

TENTATIVE NOTICE OF APPLICABILITY OF GENERAL ORDER NO. R5-2008-0149-054 UNITED STATES AIR FORCE – BEALE AIR FORCE BASE IN-SITU GROUNDWATER REMEDIATION OF VOLATILE ORGANIC COMPOUNDS USING IN-SITU CHEMICAL OXIDATION AT SITE SS023, YUBA COUNTY

The United States Air Force – Beale Air Force Base (Discharger) submitted a Notice of Intent, dated 24 July 2014, requesting coverage under General Order No. R5-2008-0149, General Waste Discharge Requirements for In-situ Groundwater Remediation at Sites with Volatile Organic Compounds, Nitrogen Compounds, Perchlorate, Pesticides, Semi-Volatile Compounds and/or Petroleum Compounds. Based on information in your submittal, it is our determination that this project meets the required conditions to be approved under Order No. 2008-0149. All of the requirements contained in the general order are applicable to your project.

Project Location:

The project is at Beale Air Force Base in Yuba County,
Township/Range/Section: T 15N R5E S9 Mount Diablo B&M

Project Description:

Operations at Site SS023 at Beale Air Force Base caused pollution of the soil and groundwater. The primary pollutants of concern are volatile organic compounds (VOCs), which include trichloroethene (TCE) and tetrachloroethene (PCE). The source of groundwater contamination at Site SS023 were leaks and spills from transformers and grease rack activities. Previous remedial actions at this Site included soil excavation and several interim groundwater cleanup actions.

In 2000, approximately 654 tons of polychlorinated biphenyl (PCB) contaminated soil and concrete were removed from the Site. From 2001 to 2003, a pilot-scale groundwater treatment system was installed, which consisted of dynamic underground stripping with hydrous pyrolysis oxidation to address VOCs in groundwater. In 2004, a

full-scale ozone air sparge system was installed and operated until 2013. The ozone air sparge system was designed to address TCE concentrations above 500 µg/L. Confirmation samples of groundwater collected in 2013, indicated a residual mass of VOCs remained at this Site and was not adequately addressed by the ozone air sparge system. The maximum concentrations of TCE and PCE detected in groundwater were 956 micrograms per liter (µg/L) and 89 µg/L, respectively.

The targeted treatment areas for this project are downgradient of the area that was excavated in 2000 and includes portions of the groundwater plume not addressed by previous groundwater cleanup actions. The Discharger proposes to inject sodium permanganate in two areas in which concentrations of TCE have been detected at or above 100 µg/L. The injection will occur into the saturated zone, will extend from 15 to 50 feet below ground surface, and will be conducted in 6 locations within a 2,500 square foot area. The design concentration of sodium permanganate will be 10,875 mg/L and will occur in two events over a two-year period.

The Discharger will conduct analytical sampling and reporting, which is described in the attached Groundwater Monitoring and Reporting Program. If the Discharger desires to conduct longer-term in-situ remediation of the groundwater, a revised Notice of Intent must be submitted and a new Notice of Applicability prepared prior to proceeding with the additional remediation.

General Information:

1. The project will be operated in accordance with the requirements contained in the General Order and in accordance with the information submitted in the Notice of Intent.
2. The Discharger shall comply with the General Order No. R5-2008-0149.
3. Injection of materials other than those specified in the Notice of Intent into the subsurface is prohibited, unless analysis, as specified in the Order No. R5-2008-0149, of the injectant is provided and approval is given by Board staff.
4. Failure to abide by the conditions of the General Order could result in an enforcement action as authorized by provisions of the California Water Code.
5. The Discharger shall comply with the attached Monitoring and Reporting Order No. R5-2008-0149-054, and any revisions thereto as ordered by the Executive Officer.
6. The Discharger has provided a Contingency Plan that would be implemented if dissolved chromium or any other dissolved metals included in the monitoring program are detected above the baseline concentration or the maximum contaminant level (MCL) in downgradient compliance monitoring wells.

7. The injection of sodium permanganate solution and other strongly oxidizing agents has the potential, in some geologic settings, to convert naturally occurring chromium to a soluble form of chromium known as chromium VI. The California Office of Environmental and Human Health Assessment has determined that chromium VI is a toxic substance, and has issued a public health goal for chromium VI of 0.02 parts per billion in drinking water. General Order R5-2008-0149 prohibits the creation of conditions of pollution, contamination, or nuisance. Treatment technologies that covert naturally occurring chromium to chromium VI and may be deemed in violation of this prohibition. If chromium VI byproducts are created during treatment, the Board may require the cleanup and abatement attributable to those byproducts.

If you have any questions regarding this matter, please contact Robert Reeves at (916) 464-4651 or by email him at rreeves@waterboards.ca.gov.

PAMELA C. CREEDON
Executive Officer
Attachments

Monitoring and Reporting Order R5-2008-0149-054
General Order No. R5-2008-0149

cc:

Mr. Terry Escarda
Department of Toxic Substances Control
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Mr. Brock Smith
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Yuba City, CA 95991

Mr. Hal Stocker
Fifth District Supervisor
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Ms. Maggie Teague
8046 Intanko Lane
Wheatland, CA 95692

Mr. Mark Carlson
2030 Taylor Street
Yuba City, CA 95993

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

TENTATIVE MONITORING AND REPORTING ORDER NO. R5-2008-0149-054
FOR
UNITED STATES AIR FORCE
BEALE AIR FORCE BASE
IN-SITU GROUNDWATER REMEDIATION OF VOLATILE ORGANIC COMPOUNDS
USING IN-SITU CHEMICAL OXIDATION AT SITE SS023
YUBA COUNTY

This Monitoring and Reporting Order (MRP) describes requirements for providing groundwater monitoring of an enhanced in-situ bioremediation (Bioremediation) system at Beale Air Force Base. This MRP is necessary to evaluate and determine whether the in-situ treatment of groundwater pollutants is effective. This MRP is issued pursuant to Water Code Section 13267. The United States Air Force (Discharger) shall not implement any changes to this MRP unless and until a revised MRP is issued by the Executive Officer.

Prior to construction of any new groundwater monitoring or injection wells, and prior to destruction of any groundwater monitoring or injection wells, the Discharger shall submit plans and specifications to the Central Valley Water Board staff for review and approval. Once installed, any new groundwater monitoring wells or injection wells added to the monitoring program shall be sampled semi-annually according to Table 2 of this Order.

All samples should be representative of the volume and nature of the discharge or matrix of material sampled. The time, date, and location of each grab sample shall be recorded on the sample chain of custody form.

GROUNDWATER MONITORING

As shown on Figure 1, the monitoring and reporting for Site SS023 consists of 6 injection locations. Two existing monitoring wells, (SWMU23C009MW and 23SWMU1MW) and four new injection wells will be used as injection locations to provide coverage of the target treatment area. The monitoring network for this treatability study will consist of three treatment zone monitoring wells, seven transition zone monitoring wells, three compliance monitoring wells and one background well. The injection locations, which will also be monitored, will provide a treatment area covering approximately 2500 square feet. The injection depth will extend from 15 to 50 feet below ground surface. Monitoring wells with free phase petroleum product or visible sheen, if present, shall be monitored, at a minimum, for product thickness and depth to water. Sample collection and analysis shall follow standard USEPA protocol.

The monitoring wells shall be sampled according to the schedule in Table 1, and the samples analyzed by the methods in Table 2, as follows:

Table 1: Sampling Frequency and Constituent Suite

Well Number ¹	Frequency	Constituent Suite(s) ²	Monitoring Objective
SWMU23U003AMW	Annual	A,B	Background Well
23U001BMW	Semiannual	A,B,C	Compliance Monitoring
39C023MW	Semiannual	A,B,C	Compliance Monitoring
BAT-1MW	Semiannual	A,B,C	Compliance Monitoring
SWMU23U005AMW	Semiannual	A,B,C	Transition Zone Monitoring
SWMU23U005BMW	Semiannual	A,B,C	Transition Zone Monitoring
BAT-5AMW	Semiannual	A,B,C	Transition Zone Monitoring
SWMU23U006AMW	Semiannual	A,B,C	Transition Zone Monitoring
SWMU23U007AMW	Semiannual	A,B,C	Transition Zone Monitoring
SWMU23U004AMW	Semiannual	A,B,C	Transition Zone Monitoring
SWMU23C008MW	Semiannual	A,B,C	Transition Zone Monitoring
SWMU34U002MW	Semiannual	A,B,C	Treatment Zone Monitoring
BAT- 4AMW	Semiannual	A,B,C	Treatment Zone Monitoring
BAT-4BMW	Semiannual	A,B,C	Treatment Zone Monitoring
23SWMU1MW	Annual	A,C	Injection well Monitoring
SWMU23C009MW	Annual	A,C	Injection well Monitoring
SWMU2314IW	Annual	A,C	Injection well Monitoring
SWMU2315IW	Annual	A,C	Injection well Monitoring
SWMU2316IW	Annual	A,C	Injection well Monitoring
SWMU2317IW	Annual	A,C	Injection well Monitoring

¹ Well numbers as shown on Figure 1

² Constituent suite components (see Table 2)

Table 2: Analytical Methods

Constituent	Method ¹	Maximum Practical Quantitation Limit (µg/L) ²
Suite A		
VOCs	SW8260B	0.5
Suite B		
total chlorides, total selenium, total potassium, dissolved manganese, dissolved chromium	EPA Method 6010B	various
Suite C		
Total Dissolved Solids ³ , Permanganate	EPA 160.1 Hach Colorimeter	10,000 1.0 mg/L

¹ Or an equivalent USEPA Method that achieves the maximum Practical Quantitation Limit

² All concentrations between the Method Detection Limit and the Practical Quantitation Limit shall be reported as trace levels.

³ Total Dissolved Solids (TDS) data should be correlated with electrical conductivity data. Conduct TDS analysis on 10 percent of samples to confirm correlation

FIELD SAMPLING

In addition to the above sampling and analysis, field sampling and analysis shall be conducted each time a monitoring well or extraction well is sampled. The sampling and analysis of field parameters shall be as specified in Table 3.

Table 3: Field Sampling Requirements

Parameters	Units	Type of Sample
Groundwater Elevation	Feet, Mean Sea Level	Measurement
Oxidation-reduction potential	Millivolts	Grab
Electrical Conductivity	uhmos/cm	Grab
Dissolved Oxygen	mg/L	Grab
pH	pH Units (to 0.1 units)	Grab

Field Test instruments (such as those used to test pH and dissolved oxygen) may be used provided that:

- a. The operators are trained in proper use and maintenance of the instruments;
- b. The instruments are calibrated prior to each monitoring event; and
- c. Instruments are serviced and/or calibrated by the manufacturer at the recommended frequency

DISCHARGE MONITORING

The Discharger shall monitor daily the discharge of water and amendments that are injected into the groundwater according to the requirements specified in Table 4. Each amendment addition shall be recorded individually, along with information regarding the time period over which the amendment was injected into the aquifer.

Table 4: Discharge Monitoring Requirements

Parameters	Units	Type of Sample
Injected Volume	gallons per day	Meter
Amendment(s) Added	kilograms per day	Measured

ESTABLISHMENT OF BACKGROUND CONCENTRATION VALUES

The Discharger shall develop background values for concentrations of sulfide, sulfate, carbon dioxide, methane, ethane, dissolved organic carbon (filtered), TDS and metals (as noted in Table 2). Background values in groundwater should be developed by averaging the respective concentrations reported in background well SWMU23U003AMW. Alternatively, the Discharger shall develop background values for respective concentrations reported in monitoring wells listed in Table 1.

REPORTING

When reporting the data, the Discharger shall arrange the information in tabular form so that the date, the constituents, and the concentrations are readily discernible. The data shall be summarized in such a manner as to illustrate clearly the compliance with this Order. In addition, the Discharger shall notify the Central Valley Water Board within 48 hours of any unscheduled shutdown of groundwater extraction wells associated with the bioreactor.

As required by the California Business and Professions Code Sections 6735, 7835, and 7835.1, all reports shall be prepared by a registered professional or their subordinate and signed by the registered professional.

The Discharger shall submit semi-annual and annual electronic data reports, which conform to the requirements of the California Code of Regulations, Title 23, Division 3, Chapter 30. The semi-annual report and annual report shall be submitted electronically over the internet to the Geotracker database system by **1 June and 1 December**, respectively, of each calendar year until such time as the Executive Officer determines that the reports are no longer necessary. Hard copies of semi-annual and annual reports shall be submitted to the Central Valley Water Board by **1 June and 1 December** of each year, respectively, until such time as the Executive Officer determines that the reports are no longer necessary.

Semi-annual reports shall include the following minimum information:

- (a) A description and discussion of the groundwater sampling event and results, including trends in the concentrations of pollutants and groundwater elevations in the wells, how and when samples were collected, and whether the pollutant plume(s) is delineated;
- (b) Field logs that contain, at a minimum, water quality parameters measured before, during, and after purging, method of purging, depth of water, volume of water purged, etc;
- (c) Groundwater contour maps for all groundwater zones, if applicable;
- (d) Isocontour pollutant concentration maps for all groundwater zones and all major constituents of concern, if applicable;
- (e) A table showing well construction details such as well number, groundwater zone being monitored, coordinates (longitude and latitude), ground surface elevation, reference elevation, elevation of screen, elevation of bentonite, elevation of filter pack, and elevation of well bottom;
- (f) A table showing historical lateral and vertical (if applicable) flow directions and gradients;
- (g) Cumulative data tables for all major constituents of concern containing the water quality analytical results and depth to groundwater for all monitoring wells for the past five years, if applicable. Raw laboratory data shall be provided on CD or DVD and included in the report. The Central Valley Water Board may request additional data as necessary;

- (h) A copy of the laboratory analytical data report;
- (i) If applicable, the status of any ongoing remediation, including cumulative information on the mass of pollutant removed from the subsurface, system operating time, the effectiveness of the remediation system, and any field notes pertaining to the operation and maintenance of the system; and
- (j) If applicable, the reasons for and duration of all interruptions in the operation of any remediation system, and actions planned or taken to correct and prevent interruptions.

Annual Reports shall contain an evaluation of the effectiveness and progress of the investigation and remediation. Annual Reports shall contain the following minimum information:

- (a) Both tabular and graphical summaries of all data obtained during the year;
- (b) Groundwater contour maps and pollutant concentration maps containing all data obtained during the previous year;
- (c) A discussion of the long-term trends in the concentrations of the pollutants in the groundwater monitoring wells;
- (d) An analysis of whether the pollutant plume is being captured by an extraction system or is continuing to spread;
- (e) A description of all remedial activities conducted during the year, an analysis of their effectiveness in removing the pollutants, and plans to improve remediation system effectiveness;
- (f) An identification of any data gaps and potential deficiencies/redundancies in the monitoring system or reporting program; and
- (g) If desired, a proposal and rationale for any revisions to the groundwater sampling plan frequency and/or list of analytes.

The results of any monitoring done more frequently than required at the locations specified in the MRP shall also be reported to the Central Valley Water Board. The Discharger shall implement the above monitoring program as of the date of the Order.

TENTATIVE MONITORING AND REPORTING ORDER
NO. R5-2008-0149-054
BEALE AIR FORCE BASE
YUBA COUNTY

-7-

Ordered by:

PAMELA C. CREEDON, Executive Officer

(Date)

09/17/2014:RRR



Figure 1- Well
Locations for Site
SS023

Central Valley Regional Water Quality Control Board

18 September 2014

PREPARATION OF NOTICE OF APPLICABILITY

In-Situ Groundwater Remediation of Volatile Organic Compounds using In-situ Chemical Oxidation at Site SS023, United States Air Force - Beale Air Force Base, Yuba County

TO ALL INTERESTED AGENCIES, GROUPS AND PERSONS:

This will serve as notice that the Regional Water Quality Control Board, Central Valley Region (Central Valley Regional Board) has prepared a Notice of Applicability for coverage under General Order No. R5-2009-0149, In-Situ Groundwater Remediation at Sites with Volatile Organic Compounds, Nitrogen Compounds, Perchlorate, Pesticides, Semi-Volatile Compounds and/or Petroleum Compounds.

Project Title: In-situ Groundwater Remediation of Volatile Organic Compounds using Chemical Oxidants at Site SS023, United States Air Force, Beale Air Force Base, Yuba County.

Project location: Beale Air Force, Yuba County

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

Project Description: The Regional Board proposes to issue a Notice of Applicability to allow the United States Air Force- Beale Air Force Base (Air Force) to be covered under General Order No. R5-2009-0149 for a remedial action that will provide remediation of groundwater at Site SS023. Site SS023 is in the central portion of Beale Air Force Base, which is known as the Cantonment Area. Remedial investigations performed by the Air Force identified volatile organic compounds (VOCs) in groundwater at Site SS023. VOCs detected at Site SS023 include trichloroethene (TCE) and tetrachloroethene (PCE). The maximum concentrations of TCE and PCE detected in groundwater are 956 micrograms per liter ($\mu\text{g/L}$) and 89 $\mu\text{g/L}$, respectively. The maximum contaminant level concentrations (MCLs) for TCE and PCE are 5 $\mu\text{g/L}$ and 6 $\mu\text{g/L}$, respectively.

The project consists of injecting sodium permanganate (as NaMnO_4) into groundwater in areas containing TCE concentrations above 100 $\mu\text{g/L}$. The Air Force proposes to inject 1,305 gallons of sodium permanganate, which will be delivered at a design concentration of 10,876 mg/L. The injection of sodium permanganate will occur at 6 locations and will be conducted annually over a 2-year period.

The Air Force plans to operate the in-situ groundwater remediation system for a period of 2 years. Under the Notice of Applicability and General Order, the Air Force is required to monitor the impacts on groundwater. The goal of this remedial action is to provide cleanup of groundwater and achieve cleanup to or below the MCLs for TCE and PCE.

The draft Notice of Applicability and Monitoring and Reporting Program are on file at the address below and are available for public examination at the Central Valley Regional Board, Monday through Friday between the hours of 8:00 a.m. to 4:30 p.m., as well as on the Central Valley Regional Board website at <http://waterboards.ca.gov/centralvalley>.

All interested agencies, groups and persons wishing to respond to the draft Notice of Applicability are invited to submit written comments to 11020 Sun Center Drive, Suite 200, Rancho Cordova, California, 95670-6114, for consideration by the Central Valley Regional Board on or before **20 October 2014**. For information, please call Robert Reeves at (916-464-4651), or contact him by e-mail at reeves@waterboards.ca.gov.



Robert Reeves
Engineering Geologist
Cleanup Section

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Child Care Planning Council

of yuba and sutter counties

467-14

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September 24, 2014

RECEIVED

SEP 26 2014

Clerk/Board of Supervisors

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

Dear Supervisor Nicoletti,

The Child Care Planning Council of Yuba and Sutter Counties had another successful year implementing projects and completing State Department of Education mandates in FY 2013-2014. The enclosed highlight's sheet outlines some of the activities and accomplishments of the Council last year. We have also provided a Yuba County Early Care and Education Landscape sheet that shows the state and federal dollars being utilized in our community to serve children ages 0 - 12 years. If the Board of Supervisors or one of its committees would like a presentation. Please call 749-4041 to make the arrangements.

Sincerely,

Tonya K. Byers
Child Care Coordinator

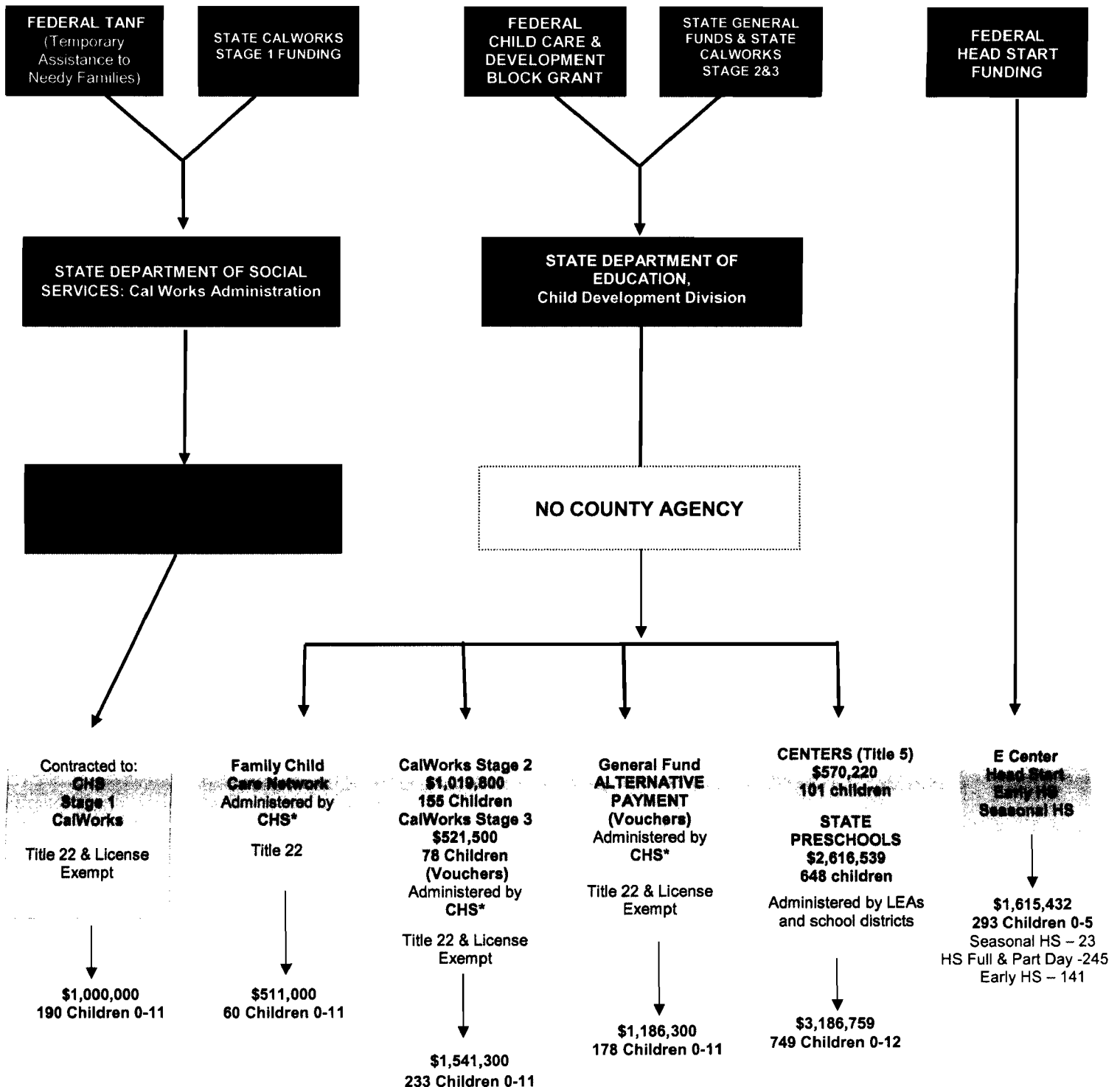
Enclosures



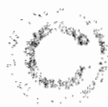
1104 E Street, Marysville, CA 95901
www.childcareyubasutter.org



CALIFORNIA PUBLICLY FUNDED EARLY CARE AND EDUCATION LANDSCAPE 2013-2014 YUBA COUNTY



*CHS contracts are combined for Yuba & Sutter Counties except for Stage 1; generally the funds are divided equally between the counties, but CHS receives a single, combined contract for the two.
LEAS - MJUSD, Yuba College & Wheatland Elementary School District



Child Care Planning Council

2013-2014 ACCOMPLISHMENTS/HIGHLIGHTS

–Education and Training–

“The Unique Child in ECE”

In October, one hundred fifteen early care and education providers attended workshops to address issues related to special needs and topics in ECE. Workshops included inclusive practices within the classroom, speech and language, classroom management and challenging behaviors, autism, culture and diversity, and early identification of special needs. Presenters offered two of the workshop in Spanish.

“Early Childhood Strong: Keep Calm and Lead On”

One hundred sixteen early care and education providers attended the full day conference held in March at Yuba College. The Council and its partners presented twelve workshops focused on leadership and advocacy. Former California State Superintendent of Instruction, Delaine Eastin, delivered the keynote speech, entitled “Child Development and the Future of America: Why They are Inexorably Linked.” Workshops included the new Common Core Standards, developing leadership, communication and advocacy, and quality interactions with children and families.

“ECERS Training”

In November, twenty-six early care and education providers, as well as other professionals working with young children, attended our ECCERS (Early Childhood Environment Rating Scale) Training to understand the use of rating scales to guide program quality and improvement.

–Quality Early Care and Education–

AB 212 PROJECT

With funds allocated through legislation (AB 212), the Council distributed \$11,405 to 5 individuals working directly with children in state-funded child development centers in Sutter County and \$13,800 to 5 staff in Yuba County. Incentives are awarded based on an individual's education and professional growth attainment.

Funds were made available to AB212 state contractors in Sutter and Yuba Counties for trainings and training materials to support center-based professional development plans, with approval based on the Council's funding guidelines.

During the Council's yearly review process, members modified the existing AB212 program for 2014-15 to align with the CARES Plus Program. This change will enable a wider choice in professional development opportunities and support providers in increasing the quality of interactions that they are creating in the classroom through the use of the CLASS assessment tool.

CARES Plus Program

Council staff began the new CARES Plus Program, providing stipends for education and professional development to family child care and center-based providers in both Yuba & Sutter counties. The CARES Plus Program, a collaboration between the Council, Yuba First 5, and Sutter County Children & Families Commission, distributed \$12,350 to 11 individuals working in Sutter County, and \$15,650 to 13 individuals working in Yuba County.

–Capacity Building–

- In 2013-2014, two of our local State Preschool programs applied for a slight increase in funding, however, Head Start programs experienced classroom/staff reductions as federal sequestration cuts become effective.
- Part-day State Preschool programs continued to be fee-based in 2013-14, creating additional hardships on many families and effecting enrollment. Part-day fees will be discontinued in 2014-15 due to legislation.
- The CCPC continued to offer technical assistance to individuals interested in opening and/or expanding services.

–Public Policy–

COMMUNICATION WITH ELECTED OFFICIALS

- The Council sent several letters regarding proposed legislation, communicating their impact on our local community.

PROGRAM TECHNICAL ASSISTANCE

- Staff continued to assist local programs as needed, providing program assessments and planning assistance in the community.

–Needs Assessment/Strategic Planning–

The Council has continued to implement its 2010-15 strategic plan, with a focus on outreach and collaboration.

The Council developed new brochures to inform the public about its services, available early care and education opportunities within the community, and local community resources. The Council also developed a flyer addressing the local return on investment in early care and education.

–Community Involvement–

Council members and staff participated and collaborated with numerous community organizations addressing issues related to young children and families including:

LOCAL BOARD AND COUNCIL PARTICIPATION

- Yuba College Early Care and Education Advisory Committee
- Yuba City Unified School District's PreK Council
- Yuba County Education and Early Care Functional Group
- First 5 Yuba Commission
- Sutter County Children and Families Commission
- Bi-County Early Childhood Behavioral Health Collaborative
- Yuba College Early Childhood Mentor Program

COLLABORATIONS

- Convened the Month of the Child Committee to plan and execute family and children's activities during April.
- Continued to convene the Teen Parent Connection Collaborative to address teen parent and child issues in our community. The Teen Parent Connection Collaborative developed a new resource brochure for pregnant and parenting teens, and assisted local agencies in their needs assessment processes.
- The Council continues to convene the Early Childhood Educators Training Collaborative. The purpose of the Collaborative is to build, strengthen and/or expand collaborations that support the early care and education workforce. The Collaborative held two conferences during the year. Partners include our local colleges, First 5 Commissions, Children's Home Society, school districts, and local providers.

–Communications–

EARLY CARE AND EDUCATION TRAINING CALENDAR

The Council distributed its training calendar via email and posted information on its website. For Council sponsored trainings, registration materials were mailed to licensed family child care and center based providers in Yuba & Sutter Counties.

WEB SITE

The Council redesigned its website to reflect the needs of parents, providers and the community. The website provides a link to local events, programs, and resources for parents and child care providers.

MONTH OF THE CHILD

The Council formatted a flyer providing information for April's Month of the Child community wide activities, and held its Bubbles, Bubbles Everywhere kick-off event.

PRESENTATIONS

The Council continued its presentations to various community groups to enhance their understanding of the complexities of the child care/development field and community needs.

GENERAL INFORMATION

The Council continued to disseminate information on funding and training opportunities, local events and services, accreditation, First 5 activities, state and federal legislation in addition to providing referrals to other agencies or organizations.

–Reporting–

QUARTERLY REPORTS

- Written and oral reports were submitted to the Council's governing bodies, the Yuba and Sutter County Board of Supervisors and the Superintendent of Schools.
- Quarterly reports were submitted to California Department of Education, Early Education and Support Division in addition to the LPC annual report and self-evaluation to show compliance with state regulations and statute.

PRIORITIES

According to state statute, child care funding priorities for the next fiscal year must be submitted, by zip code, to the CDE-EESD by May 30th. The Council determined there was no change in priorities from FY 12-13.

–Staffing–

The Council welcomed a new secretary, and continues operation with the strong backing of the superintendents and support staff.

NORTH YUBA WATER DISTRICT

**FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT**

June 30, 2013 and 2012

NORTH YUBA WATER DISTRICT

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Blomberg & Griffin Accountancy Corporation
Certified Public Accountant

INDEPENDENTS AUDITOR'S REPORT

To the Board of Directors
North Yuba Water District
Brownsville, CA

Report on the Financial Statements

We have audited the accompanying financial statements of North Yuba Water District as of and for the year ended June 30, 2013 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents. The financial reports for the year ended June 30, 2012 are presented for comparative purposes only and are not covered by this audit report.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the North Yuba Water District, as of June 30, 2013 and the respective changes in financial position, and, where applicable, cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The North Yuba Water District has not presented the Management Discussion and Analysis that accounting principles generally accepted in the United States has determined is necessary to supplement, although not required to be part of, the basic financial statements.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated August 26, 2013, on our consideration of the North Yuba Water District internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering North Yuba Water District internal control over financial reporting and compliance.



Blomberg & Griffin A.C.
Stockton, CA
August 26, 2013

NORTH YUBA WATER DISTRICT

Balance Sheet
June 30, 2013 and 2012

ASSETS

	<u>2013</u>	<u>2012</u>
CURRENT ASSETS		
Cash in Bank	\$ 428,541	\$ 435,309
Cash in County	483,680	206,448
Accounts Receivable (net allowance of -0-):	26,113	23,510
Interest Receivable	-	685
Inventory	22,665	37,262
Prepaid Expenses	<u>5,971</u>	<u>9,544</u>
Total Current Assets	<u>966,970</u>	<u>712,758</u>
CAPITAL ASSETS AT COST		
Property and Equipment	6,120,738	6,099,164
Less Accumulated Depreciation	<u>(3,383,416)</u>	<u>(3,244,379)</u>
Net Property and Equipment	2,737,322	2,854,785
Construction in Progress	1,425,916	968,399
Land for Future Use	<u>375,891</u>	<u>378,443</u>
Total Capital Assets - Net	<u>4,539,129</u>	<u>4,201,627</u>
Restricted Assets:		
Cash with County	27,467	74,502
Total Project - Cash	309,956	870,750
Reserve - Savings	<u>94,051</u>	<u>94,003</u>
Total Restricted Assets	<u>431,474</u>	<u>1,039,255</u>
TOTAL ASSETS	<u><u>\$ 5,937,573</u></u>	<u><u>\$ 5,953,640</u></u>

LIABILITIES AND NET POSITION

CURRENT LIABILITIES		
Accounts Payable	\$ 24,061	\$ 64,030
Accrued Interest	17,953	26,234
Compensated Absences	53,946	44,678
Customer Deposits	46,641	24,375
Current Position of Long-Term Debt	<u>169,680</u>	<u>157,070</u>
Total Current Liabilities	<u>312,281</u>	<u>316,387</u>
Long-Term Debt, Net of Current Portion	<u>1,671,994</u>	<u>1,840,025</u>
Total Liabilities	<u>1,984,275</u>	<u>2,156,412</u>
NET POSITION		
Invested in Capital Assets, Net of Related Debt	2,697,455	2,204,532
Restricted	74,501	66,827
Unrestricted	<u>1,181,342</u>	<u>1,525,869</u>
Total Net Position	<u>3,953,298</u>	<u>3,797,228</u>
TOTAL LIABILITIES AND NET POSITION	<u><u>\$ 5,937,573</u></u>	<u><u>\$ 5,953,640</u></u>

See accompanying notes to the financial statements

NORTH YUBA WATER DISTRICT
Statement of Revenues, Expenses, and Changes in Net Position
For the Years Ended June 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
OPERATING REVENUES		
Domestic	\$ 247,720	\$ 231,486
Irrigation	54,753	52,956
Power Revenue	1,012,916	980,250
Resale	315,000	140,155
Other	<u>18,265</u>	<u>3,565</u>
Total Operating Revenues	<u>1,648,654</u>	<u>1,408,412</u>
OPERATING EXPENSES		
Source of Supply	81,237	36,782
Water Treatment	278,278	235,718
Transmission & Distribution	311,294	263,684
Administrative & General	982,621	832,336
Depreciation	<u>139,037</u>	<u>139,039</u>
Total Operating Expenses	<u>1,792,467</u>	<u>1,507,559</u>
Net Income (Loss) from Operations	<u>(143,813)</u>	<u>(99,147)</u>
NON-OPERATING REVENUES (EXPENSES)		
Tax Revenue	284,408	321,335
Interest Income	3,461	3,847
Assessment for Debt Service	65,251	55,213
Interest Expense	(27,017)	(27,758)
Timber Sales	<u>-</u>	<u>241,677</u>
Total Non-Operating Income	<u>326,103</u>	<u>594,314</u>
Changes in Net Position	182,290	495,167
Net Position - Beginning of Year	3,797,228	3,302,061
Prior Period Adjustment	<u>(26,220)</u>	<u>-</u>
NET POSITION- END OF YEAR	<u><u>\$ 3,979,518</u></u>	<u><u>\$ 3,797,228</u></u>

See accompanying notes to the financial statements

NORTH YUBA WATER DISTRICT
Statement of Cash Flows
For the Years Ended June 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash Receipts from Customers	\$ 1,665,714	\$ 1,404,505
Cash Payments to Suppliers	(1,105,808)	(868,113)
Cash Payments to Employees	<u>(565,146)</u>	<u>(491,725)</u>
Net Cash Provided (Used) by Operating Activities	<u>(5,240)</u>	<u>44,667</u>
CASH FLOWS FROM NON-CAPITAL ACTIVITIES:		
Receipts from Taxes, Assessments and Nonoperating Revenue Less Other Nonoperating Expenses	349,659	618,225
Net Cash Provided (Used) by Non-Capital Activities	<u>349,659</u>	<u>618,225</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Purchase of Capital Assets	(476,539)	(382,632)
Principal Paid on Capital Debt	(155,421)	(118,038)
Interest Paid on Capital Debt	(27,017)	(27,758)
Proceeds From Long-Term Debt	<u>-</u>	<u>4,837</u>
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(658,977)</u>	<u>(523,591)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Interest Income	<u>3,461</u>	<u>3,847</u>
Net Cash Provided (Used) by Investing Activities	<u>3,461</u>	<u>3,847</u>
Prior Period Adjustment	(26,220)	-
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(337,317)	143,148
CASH - BEGINNING OF YEAR	<u>1,681,012</u>	<u>1,537,864</u>
CASH - END OF YEAR	<u>\$ 1,343,695</u>	<u>\$ 1,681,012</u>
RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Net Operating Income (Loss)	\$ (143,813)	\$ (99,147)
Adjustments to Reconcile Operating Loss to Net Cash Provided by Operating Activities:		
Depreciation	139,037	139,039
Change in Assets and Liabilities:		
Accounts Receivable	(1,918)	(3,907)
Inventory	14,597	(6,709)
Prepaid Expenses and Other Current Assets	3,573	930
Accounts Payable	(39,969)	15,085
Deposits	22,266	(1,672)
Accrued Expenses and Other Liabilities	<u>987</u>	<u>1,048</u>
Net Cash Provided by (used for) Operating Activities	<u>\$ (5,240)</u>	<u>\$ 44,667</u>

See accompanying notes to the financial statements

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2013 and 2012

1. Organization:

The North Yuba Water District (the "District") was formed on July 22, 1952 under California law for the purpose of providing domestic (treated) and irrigation (untreated) water service within the District boundaries. The earlier years of the District's existence were spent resolving water rights disputes against the Oroville-Wyandotte Irrigation District. A lengthy series of hearings resulted in State Decisions D-838 and D-907 and culminated with the March 8, 1958 and December 9, 1959 Agreements with OWID. These documents are the present basis for all of the District's water rights and associated entitlements.

There are five improvement Districts within the North Yuba Water District. Improvement District #1 was formed on March 25, 1964 for the irrigation service area. Improvement District #2 was formed on September 10, 1966 for the domestic service area. Improvement District #3 was formed on April 30, 1968 for the Forbestown water distribution system. Improvement District #5 was formed on July 19, 1974 for the New York House Road water distribution system. Improvement District #6 was formed on February 3, 1979 for the Rackerby water distribution system. At this time, the District serves domestic water to approximately 770 active services in or near the communities of Brownsville, Challenge, Forbestown and Rackerby, and serves irrigation water to 110 active services in the Dobbins-Oregon House area.

The North Yuba Water District is governed by a five member Board of Directors, elected by division, who set District policy. Subject to the Board's direction, the overall operation and administration of the District is conducted under the authority of the General Manager/Secretary.

2. Summary of Significant Accounting Policies:

The accounting policies of North Yuba Water District conform to generally accepted accounting principles applicable to enterprise funds. The District applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Fund Accounting

The District is an enterprise fund. All operations are accounted as an enterprise fund.

Enterprise Fund – The enterprise fund is used to account for water operations that are financed and operated in a manner similar to private business enterprises. The intent of the District is that the costs (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2013 and 2012

2. Summary of Significant Accounting Policies (continued):

Basis of Accounting

The basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The District's books and accounts are based upon the Uniform System of Accounts for Public Utilities as prescribed by the Division of Local Government Fiscal Affairs of the State of California. The records are maintained and the accompanying financial statements are presented on the accrual basis of accounting.

Operating revenues and expenses, such as water sales along with water purchases, result from exchange transactions associated with the principal activity of the District. Exchange transactions are those in which each party receives and gives up essentially equal values. Management, administration and depreciation expenses are also considered operating expenses. Other revenues and expenses not included in the above categories are reported as non-operating revenues and expenses. Non-operating revenues and expenses, such as grant funding, investment income and interest expense, result from non-exchange transactions, in which, the District gives (receives) value without directly receiving (giving) value in exchange.

Inventories

Inventories have been valued at the lower of cost (first in, first out) or market.

Depreciation

Utility plant and equipment are recorded on the basis of purchase cost. Assets acquired by contributions are recorded at estimated cost or fair market value at the date of acquisition.

Depreciation is calculated by the straight-line method over the estimated useful lives of 3 to 50 years.

Interest Capitalization

Interest costs are charged to construction projects during the period of construction.

Statement of Cash Flows

All highly liquid investments with a maturity of three months or less when purchased, are considered to be cash equivalents.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2013 and 2012

2. Summary of Significant Accounting Policies (continued):

Compensated Absences

Vested or accumulated vacation leave, comp. time, and sick pay that is expected to be liquidated with expendable available finance resources is reported as a current liability.

Budget and Budgetary Accounting

The Board of Directors annually adopts an operating budget. The operating budget is prepared on the accrual basis to match the operating statements.

Tax Revenue

Property tax revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The District considers property tax revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Cash

The District holds its cash in the County of Yuba Treasury. The County maintains a cash and investment pool and allocates interest to the various funds based upon the average monthly cash balances. The funds held by the County can be withdrawn on demand. Information regarding categorization of investments can be found in the County of Yuba statements. The District also maintains an interest-bearing account with a local bank.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2013 and 2012

3. Cash:

At year-end June 30, 2012 the carrying amount of the District's deposits was \$1,399,532 and the bank balance was \$1,517,762. All of the bank balances were covered by Federal Depository Insurance and collateral held in the pledging banks' trust department. At year-end June 30, 2013 the carrying amount was \$832,018.

At year-end June 30, 2012 cash with a carrying amount of \$280,950 was held by Yuba County in the District's name. At year-end June 30, 2013 the amount was \$511,147.

	Balance June 30, 2013	Balance June 30, 2012
Petty Cash	\$ 530	\$ 530
Cash in Checking - Unrestricted	428,011	434,779
- Restricted - Tank	309,956	870,750
Cash with County - Unrestricted	483,680	206,448
- Restricted	27,467	74,502
Cash In Savings - Reserve	94,051	94,003
Total	<u>\$ 1,343,695</u>	<u>\$ 1,681,012</u>

4. Capital Assets:

Changes in capital assets for the years ended June 30, 2012 and 2013 are as follows:

	Balance, July 1, 2011	2012 Additions	Balance June 30, 2012	2013 Additions	Balance, June 30, 2013
Organizational Costs	\$ 4,510	\$ -	\$ 4,510	\$ -	\$ 4,510
Water Rights	138,841	-	138,841	-	138,841
Land	142,037	-	142,037	-	142,037
Source of Supply plant	73,805	-	73,805	-	73,805
Pumping Plant	63,526	-	63,526	-	63,526
Water Treatment Plant	2,278,419	-	2,278,419	-	2,278,419
Transportation and Distribution System	2,325,774	-	2,325,774	15,322	2,341,096
General Plant and Equipment	1,026,883	45,369	1,072,252	6,252	1,078,504
Total Capital Assets	<u>\$ 6,053,795</u>	<u>\$ 45,369</u>	<u>\$ 6,099,164</u>	<u>\$ 21,574</u>	<u>\$ 6,120,738</u>

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2013 and 2012

5. Long Term – Debt:

The following is a summary of the long-term debt transactions for the years ended June 30, 2013 and 2012:

	Balance June 30, 2012	Debit Retired	Balance June 30, 2013	Current Portion
Safe Drinking Water Contract	\$ 286,500	\$ 43,011	\$ 243,489	\$ 47,115
Energy Dough Relief Repayment Contract of 1977 (Rackerby Improvement Loan)	42,482	6,329	36,153	6,732
Yuba County Water Agency Consolidation	525,205	46,335	478,870	53,308
Water Tank Loan	1,142,908	59,746	1,083,162	62,525
	<u>\$ 1,997,095</u>	<u>\$ 155,421</u>	<u>\$ 1,841,674</u>	<u>\$ 169,680</u>

Long-term debt maturities for the succeeding five fiscal years are as follows:

Year Ended June 30

	Principal
2014	169,680
2015	172,325
2016	179,906
2017	187,434
2018-2022	731,492
2023-2026	400,837
	<u>\$ 1,841,674</u>

Long-term debt payable at June 30, 2013 is comprised of the following:

Safe Drinking Water Contract

Pursuant to the California Safe Drinking Water Bond Law of 1984, the District entered into a contract with the State of California Department of Water Resources on June 4, 1987. This construction loan was used to finance improvements in the District's domestic water system in order to meet minimum safe drinking water standards. The loan bears interest at 4.1439% and has semi-annual principal and interest payments due on April 1 and October 1 through 2018.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2013 and 2012

5. Long-Term Debt (continued):

Rackerby Improvement Loan

Resolution No. 78-340 authorized a loan in the amount of \$145,300. The proceeds of the loan were used to finance the construction of a water system and facility to supply water to the Rackerby Water Line Extension Project.

Resolution No. 79-346 declared the formation of improvement District No. 6 which was formed to serve the Rackerby sub-service area.

The loan bears interest at 5% with annual principal and interest payments of \$8,540 due on January 1 through 2018.

Loans from Yuba County Water Agency

Gunitite Loan

The District borrowed \$239,539 to gunitite portions of the Dobbins-Oregon House Canal, which will conserve water which was being lost to seepage, deep percolation and evaporation. The project was completed in March, 1993.

On February 14, 2012 the principal balance owing of \$239,539 plus accumulated interest of \$199,834 was consolidated into one loan with Yuba County Water Agency.

Forbistown Ditch Loan

The District had incurred \$96,994 of costs at June 30, 2011 to pay for engineering and environmental studies for rehabilitation feasibility studies of the Forbistown Pipeline Project.

On February 14, 2012 the balance of this Forbistown Ditch loan in the amount of \$99,349, including interest, was consolidated into one loan with Yuba County Water Agency.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2013 and 2012

5. Long-Term Debt (continued):

Consolidated Loan

The District consolidated the Gunite loan (including interest) and the Forbestown into a new loan of \$538,722 payable through November, 2021. The loan requires quarterly payments of \$17,000 (in February, May, August and November each year) including interest. This loan bears interest at the average rate paid by County Treasurer for preceding 12 months adjusted every April 1 (not less than 4%). This note is secured by a rate covenant.

Loan -Forbestown Water Storage Tank Replacements Project

On March 1, 2011 the District borrowed \$1,200,000 from Municipal Finance Corporation under an installment sales agreement in order to construct certain improvements to the water supply facilities.

This \$1,200,000 is to be paid in annual installments of \$112,892 including 4.65% interest, beginning June 10, 2012 through June 10, 2026.

The District has pledged "net revenues" (as defined by the agreement) as collateral.

6. Restricted County Cash

Cash held in reserve with the County of Yuba at June 30, pursuant to the requirements of the District's loan and bond indebtedness agreements is

	<u>June 30, 2013</u>	<u>June 30, 2012</u>
Safe Drinking Water Contract	\$ 2,501	\$ 51,146
Rackerby Improvement Loan	10,402	8,921
	<u>12,903</u>	<u>60,067</u>
Balance at June 30, 2013 in reserve accounts which were established by the Board of Directors for facility fees associated with the upgrade and expansion of the domestic and irrigation systems	6,728	6,669
Restricted balances that were created by annexation fees	92	91
Board of Directors designated reserve for heavy equipment and vehicle replacement	2,740	2,715
Board of Directors designated reserve for office equipment replacement	<u>5,004</u>	<u>4,960</u>
	<u>\$ 27,467</u>	<u>\$ 74,502</u>

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2013 and 2012

7. Retirement Plan:

On July 1, 1995 the District entered into a pension plan with Laborers' International Union of North America, National Pension Fund. The District pays \$1.60 for every regular hour worked (173.5 average per month) for all full-time permanent employees into the fund.

The District has a deferred compensation plan which is in compliance with Internal Revenue Code Section 457. The District contributes the difference of 10% (which includes applicable payroll taxes) of the employees base wages minus the amount paid into the pension plan for each employee. Contributions are made on a voluntary basis by the plan participants. No employee may contribute over 25% of yearly base salary or \$7,500 per year, whichever is the lesser amount (this includes the amount that the District contributes). The maximum amount is increased to \$15,000 for the last three years before the participant attains normal retirement age.

8. Aged Accounts Receivable:

Trade accounts receivable consists of the following at June 30:

	2012		2013	
	Total Accounts	Amount	Total Accounts	Amount
0 - 30	366	\$ 19,324	383	\$21,609
30 - 60	47	2,197	37	1,648
60 - 90	15	873	10	493
Over 90 Days	10	1,117	10	2,363
	<u>438</u>	<u>\$ 23,511</u>	<u>440</u>	<u>\$26,113</u>

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2013 and 2012

9. South Feather Power Project (SFPP):

On May 27, 2005 the District (NYWD) entered into an agreement with South Feather Water and Power Agency (SFWPA) regarding various pending applications for water-right permits and the operations of SFPP.

Details of the agreement include the following:

- A. NYWD will be entitled to continue to receive 3,700 af/yr. from the SFPP at SF-14.
- B. After June 30, 2010, NYWD also may receive up to 4,500 acre-feet per year of water at SF-14. NYWD will pay the SFPP Joint Facilities Operating Account for the value of any lost generation at the Woodleaf and Forbestown Powerhouses associated with this water. At the estimated present market rate of \$0.046797/kwh, this rate is \$91.14/af.
- C. After June 30, 2010, NYWD also may receive up to 15,500 af/yr. of additional water at SF- 14. NYWD will pay the SFPP Joint Facilities Operating Account for the value of any lost generation at the Woodleaf, Forbestown and Kelly Ridge Powerhouses associated with such water. At the present market rate of \$0.046797/kwh, this rate is \$115.52/af
- D. If curtailments in deliveries of water from the SFPP to SFWPA and NYWD for consumptive uses ever are necessary, then such curtailments will be made to SFWPA and NYWD in equal percentages of the demands of SFWPA and NYWD for water for consumptive uses

Disposition of net SFPP power revenues after 2010

- A. SFPP net power revenues will be divided and paid on or before April 15 of each year, one half to SFWPA's general account and the other half to NYWD's general account.
- B. SFWPA's costs of obtaining the new FERC license will be post-2010 SFPP Joint Facilities costs that will be paid from the SFPP Joint Facilities Operating Account before net power revenues are calculated. Such repayment will be made by uniform payments spread over the first 5 year after 2010.
- C. An SFPP Contingent Reserve Account of \$15,000,000 will be established after 2010. This account initially will be funded by annual payments from all net power revenues in the SFPP Joint Facilities Operating Account, except that \$709,000 will be distributed to SFWPA and \$709,000 will be distributed to NYWD each year before the entire \$15,000,000 operating reserve has been established. In 2013, each party received \$709,000. These payments will not be made in very dry years when there are no net power revenues.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2013 and 2012

9. South Feather Power Project (SFPP) Continued:

New SFPP Facilities

- A. If SFWPA decides to construct any new power-generation facilities as part of the SFPP, and if NYWD decides to participate in such new facilities, then the costs of such facilities will be financed or paid through the SFPP Joint Facilities Operating Account, and all power revenues from or associated with such facilities will be paid into the SFPP Joint Facilities Operating Account.
- B. SFWPA will own the Sly Creek Powerhouse as a separate facility and SFWPA will be solely responsible for the powerhouse's operation, maintenance, repairs and replacements, unless NYWD decides to "buy in" to this facility.

Forbestown Pipeline and Forbestown Ditch

- A. SFWPA transferred to NYWD, on January 1, 2011, all of SFWPA's interests in the Upper Forbestown Ditch (including all of SFWPA's water rights in Oroleve Creek). This transfer did not include any part of the Forbestown Ditch below Gauge WD-6, and NYWD did not have any obligation to serve any of SFWPA's Forbestown Ditch customers. After this transfer, NYWD is obligated to convey up to 11 cfs and 3,720 af/yr. of water from SF-14 through the Upper Forbestown Ditch to SFWPA at WD-6, for SFWPA then to convey rest of the Forbestown Ditch to its customers. SFWPA is not being responsible for any Upper Forbestown Ditch conveyance losses, and all Upper Forbestown Ditch conveyance losses will be subtracted from NYWD's water. NYWD may construct a pipeline or pipelines to replace some or all reaches of the Upper Forbestown Ditch

10. Risk of Loss:

North Yuba Water District is exposed to various risks of loss related to theft of, damage to, and destruction of Assets; and injuries to employees. During the 2013 fiscal year, the District purchased certain commercial insurance coverages to provide for these risks.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2013 and 2012

11. Net Position:

Net Position at June 30, Consist of:

	2013	2012
Investment in Capital		
Assets, Net of Related Debt	\$ 2,697,455	\$ 2,204,532
Restricted Reserves:		
WPT Loan	51,146	51,146
Facility Fees - Domestic	6,669	6,669
Improvement District #5	2,714	
Improvement District #6	8,921	8,921
Annexation Fees - Irrigations	11	11
Annexation Fees - Domestic	80	80
Fire Damage	4,960	-
	74,501	66,827
Unrestricted:		
Board Designated		
Replacement - Mobile Equipment	2,740	2,715
Replacement - Office Equipment	5,004	4,960
	7,744	7,675
Undesignated	1,173,598	1,518,194
	\$ 1,181,342	\$ 1,525,869

12. Subsequent Events:

Management has evaluated subsequent events through July 18, 2014, the date these June 30, 2013 financial statements were available to be issued.

**NORTH YUBA WATER DISTRICT
PRINCIPAL OFFICIALS**

Board of Directors:

John D. Jacobson	President
Loren M. Olsen	Vice President
Dale Skinner	
Jeanette L. Cavaliere	
Donald C. Ferguson	

Staff:

Jeffrey Maupin	Manager/Secretary to the Board
Eric Manley	Field Superintendent
Petrea Galloway	Office Manager



Blomberg & Griffin Accountancy Corporation
Certified Public Accountant

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Board of Directors
North Yuba Water District
Brownsville, CA

We have audited the business-type activities of the North Yuba Water District as of and for the years ended June 30, 2013, which collectively comprise the District's basic financial statements and have issued our report thereon dated August 26, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the North Yuba Water District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of North Yuba Water District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the North Yuba Water District's internal control over financial reporting.

A *control deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected and corrected by North Yuba Water District's internal controls on a timely basis.

North Yuba Water District -Report on Internal Controls-Page 2

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the North Yuba Water District financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matter that is required to be reported under *Government Auditing Standards* and is contained in our letter dated July 18, 2014.

This report is intended solely for the information and use of management, Board of Directors, others within the entity, County/State auditor/controller and is not intended to be and should not be used by anyone other than these specified parties.



Blomberg & Griffin A.C.
Stockton, CA
August 26, 2013