

# 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 8<sup>th</sup> Street, the County Library, 303 Second Street, Marysville, and [www.co.yuba.ca.us](http://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.

**SEPTEMBER 27, 2011**

**8:30 A.M. YUBA COUNTY WATER AGENCY**

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti
- 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. Reappoint Mimi Mathews to the Yuba County Assessment Appeals Board No. 2 for a term to expire the first Monday of September 2014. (414-11)
2. Authorize Budget Transfer in the amount of \$461.25 from the 4H Trust Fund to Account No. 101-0101-411-5240 (4H Camp) for land management and timber sale administration at the 4H property. (415-11)
3. Approve minutes of the regular meeting of September 13, 2011. (416-11)

B. Community Development and Services

1. Accept Arboga Road Improvements as complete and release the performance bonds, Tract Map 2003-37. (417-11)

C. Human Resources

1. Adopt resolution adopting the Departmental Position Allocation in its entirety as it relates to the 2011-2012 Fiscal Year Budget. (418-11)
2. Adopt resolution amending the Classification System-Basic Salary/Hourly Schedule as it relates to the 2011-2012 Fiscal Year Budget. (419-11)

D. Probation

1. Authorize the Chief Probation Officer to extend temporary transfer of Glen Harris to Probation Program Manager Classification at the Bi-County Juvenile Hall for a period of 12 months. (420-11)
2. Approve five agreements with Marysville Joint Unified School District and one agreement with Wheatland School District to provide Deputy Probation Officers and Intervention Counselors in the Probation and Schools Success Program and authorize the Chair to execute same. (421-11)

IV. **SPECIAL PRESENTATION**

- A. Present proclamation declaring Bi-National Health Week October 1 - 16, 2011. (Five minute estimate) (422-11)
- B. Present proclamation proclaiming October 2 - 8, 2011 National 4-H Week. (Five minute estimate) (423-11)

- V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.
- VI. **COUNTY DEPARTMENTS**
- A. Administrative Services
1. Approve master agreement and pricing schedule with AT&T Corporation for ethernet access to manage internet service and authorize Chair to execute same. (424-11)
- B. Board of Supervisors
1. Deny eight claims for refund of property taxes from Fellowship of Friends as reason cited does not meet statutory requirements. (Continued from September 14, 2010) (Fifteen minute estimate) (425-11)
- C. County Administrator
1. Authorize budget transfer in the total amount of \$4,201 from Account No. 101-1702-411-28-00 (Special Departmental Expense) to various accounts to cover fixed assets and costs to complete media project. (Ten minute estimate) (426-11)
2. Receive information on current codes regulating Auditor Controller's Office and options for filling position, and take action as appropriate. (Five minute estimate) (427-11)
- D. Probation
1. Approve plan and recommendations for AB 109 Criminal Justice Realignment. (30 minute estimate) (428-11)
- VII. **CORRESPONDENCE** - (429-11)
- A. Notice from the Yuba County Auditor-Controller enclosing Independent Audit and financial reports for Foothill Fire Protection District dated June 30, 2010 and 2011.
- B. Two notices from State of California Emergency Management Agency advising of disaster designation for Nevada County including contiguous county of Yuba due to agricultural losses caused by snowstorms February 24, 2011 through May 16, 2011.
- VIII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.
- IX. **RECESS TO 1:30 P.M.**
- X. **APPEAL HEARING**
- A. Hearing on decision of Chief Building Official filed on behalf of Kohsman's Inc./Ivy Shop/Garden Shop located at 5040 Olivehurst Avenue, Olivehurst and take action as appropriate. (60 minute estimate) (430-11)
- XI. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.
- A. Potential litigation pursuant to Government Code §54956.9(b) - One Claim/Koshman's Inc.
- XII. **ADJOURN**
- 2:30 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY SPECIAL MEETING**

## COMMITTEE MEETINGS

### 11:00 A.M. Protective Inspection Committee - (Supervisors Vasquez and Abe - Alternate Supervisor Griego)

- A. Consider expenditure not to exceed \$1,300 from Fish and Game Advisory Commission Account No. 104-9000-427-2300 for the purchase of 100 pheasants to be used for the 2011 California Deer Association Special Needs Pheasant Hunt - Agricultural Commissioner (Five minute estimate) (431-11)
- B. Consider submittal of a National Rifle Association Grant on behalf of the Fish and Game Advisory Commission to purchase pheasants for 2012 Juniors, Women, and Mobility Impaired Pheasant Hunt and authorizing the Agricultural Commissioner to execute any documents required and/or related to the application and administration of the grant - Agricultural Commissioner (Five minute estimate) (432-11)

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

To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

### PUBLIC INFORMATION

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

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

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

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

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

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

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

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

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

**End**

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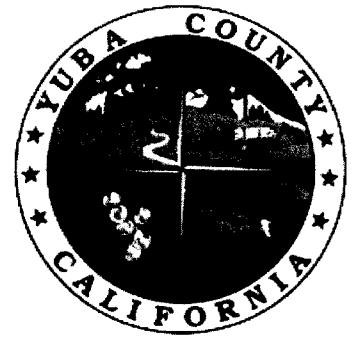


*CONSENT*  
*AGENDA*

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# *The County of Yuba*

414-11



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## **Office of Clerk of the Board of Supervisors**

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To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: **Assessment Appeals Board No. 2 - Director**

Date: September 27, 2011

### **Recommendation**

Reappoint Mimi Mathews to the Yuba County Assessment Appeals Board No. 2 as a Director for a term to expire the first Monday of September 2014.

### **Background and Discussion**

This vacancy was posted as a scheduled vacancy on September 2, 2011 and has been posted monthly. Mrs. Mathews has been serving on the board since 2002, meets the qualifications, and wishes to continue in the capacity.

### **Fiscal Impact**

Yuba County Ordinance Code Section 2.14.030 provides payment of \$25 per hour with a daily minimum of \$75 and a daily maximum of \$150 per meeting to assessment appeals board members.

### **Committee Action**

None required.

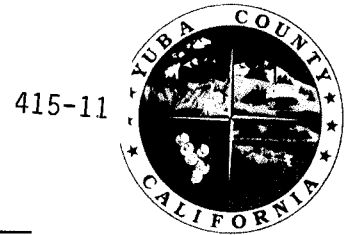
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# *The County of Yuba*

## **Clerk of the Board of Supervisors**

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September 27, 2011

**TO:** Board of Supervisors  
**FROM:** Donna Stottlemeyer, Clerk of the Board of Supervisors  
**SUBJECT:** Budget Transfer – Applied Forest Management

### **Recommendation**

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

### **Background and Discussion**

Applied Forest Management is the timber manager for the County's 4H property in Dobbins/Oregon House. Timber harvest on Camp property when market conditions are most appropriate is planned. The current invoice due is for administration and land management.

### **Committee Action**

Brought directly to Board for approval.

### **Fiscal Impact**

No impact to General Fund. After transfer of funds, \$67,445 remains in trust.

Attachment

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. \_\_\_\_\_

*Bz Lee*

COUNTY OF YUBA  
REQUEST FOR TRANSFER OR  
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DATE: September 20 11

DEPARTMENT \_\_\_\_\_

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
<del>274-000-372-9903</del>		8461.25
4-H Trust		
101-0000-372-99-01		
Operating Trans In		

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0101-402-52.40		461.25
4-H Camp		

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
274 4-H Holding	\$461.25

FUNDS TO BE INCREASED:

FUND	AMOUNT
101 General	\$461.25

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: To pay invoice for land management and timber sale to Applied Forest Management for 4H Camp per agreement

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

Clerk of Board

TITLE

Approved as to Availability of Budget Amounts and Balances  
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

# *The County of Yuba*

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

SEPTEMBER 13, 2011 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:33 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Abe presided.

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

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

### A. Administrative Services

1. Approve amendment to the lease and the use permit with Reach Air Medical Services and authorize the Chair to execute same. (387-11) Approved.

### B. Auditor-Controller

1. Adopt resolutions to determine the appropriations of tax proceeds for 2011-2012; to determine the appropriations for special districts under the county; fixing general county wide tax rate; and fixing special tax rates for county, school district indebtedness. (388-11)

Adopted Resolution No. 2011-74, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION OF THE BOARD OF SUPERVISORS THE COUNTY OF YUBA TO DETERMINE THE APPROPRIATIONS OF TAX PROCEEDS FOR 2011-2012."

Adopted Resolution No. 2011-75, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION OF THE BOARD OF SUPERVISORS THE COUNTY OF YUBA TO DETERMINE THE APPROPRIATIONS FOR SPECIAL DISTRICTS UNDER THE COUNTY."

Adopted Resolution No. 2011-76, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION FIXING GENERAL COUNTY WIDE TAX RATE."

Adopted Resolution No. 2011-77, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION FIXING SPECIAL TAX RATES FOR COUNTY, SCHOOL DISTRICT INDEBTEDNESS."

C. Board of Supervisors

1. Appoint Charles J. Mathews, Division I, and Kay Siller Bowerman, Division II, to the Cordua Irrigation District Board of Directors for four-year terms through 2015. (389-11) Appointed.
2. Appoint Michael V. Rue and Victor Graf to the South Yuba Water District Board of Directors for four-year terms through 2015. (390-11) Appointed.

D. Clerk of the Board of Supervisors

1. Reappoint Lucille D. Bryant to the In Home Supportive Services Advisory Committee for a term to end September 13, 2013. (391-11) Postponed to September 20, 2011.
2. Appoint Melinda Staples to the First Five Yuba Commission for a term to end April 29, 2013. (392-11) Appointed.
3. Approve minutes from the budget workshops meeting of August 9 and regular meeting of August 23, 2011. (393-11) Approved as written.

E. Community Development and Services

1. Adopt resolution authorizing Community Development and Services Director or his designee to complete purchase of single family residence APN 021-173-012 and 013-620-022 as part of the Neighborhood Stabilization Program and execute all documents needed for completion of purchase, rehabilitation and resale. (394-11)

Adopted Resolution No. 2011-78, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING YUBA COUNTY COMMUNITY DEVELOPMENT AND SERVICES AGENCY DIRECTOR OR HIS DESIGNEE TO COMPLETE PURCHASE OF SINGLE FAMILY RESIDENCE APN 021-173-012 AND APN 013-620-022 AS PART OF THE NEIGHBORHOOD STABILIZATION PROGRAM AND EXECUTE ALL DOCUMENTS NEEDED FOR COMPLETION OF PURCHASE, REHABILITATION AND RESALE."

2. Approve renewal of Hammon Grove Caretaker agreement with Wesley Dale Everett and authorize the Chair to execute same. (395-11) Approved.
3. Approve contract with MHM Inc. for performing a field survey, filing a record of survey to locate, restore, and document monuments depicted on an unrecorded survey map of Olivehurst from 1954 and authorize the Chair to execute same. (396-11) Approved.

F. Health and Human Services

1. Approve agreement with Children's Home Society for CalWORKs Child Care Services and authorize the Chair to execute same. (Human Services Committee recommends approval) (397-11) Approved.



2. Adopt resolution authorizing amendments and changes to the agreement for professional services for the Transitional Housing Placement Plus Program (THP-Plus). (Human Services Committee recommends approval) (398-11)

Adopted Resolution No. 2011-79, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING AMENDMENTS AND CHANGES TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE TRANSITIONAL HOUSING PLACEMENT PLUS PROGRAM (THP-PLUS) THAT WAS ATTACHED AND INCORPORATED BY REFERENCE IN RESOLUTION NO. 2010-23."

G. Sheriff-Coroner

1. Approve Memorandum of Understanding with Yuba County Office of Education to provide education programs for inmates for Fiscal Year 2011-2012 and authorize the Chair to execute same. (399-11) Approved.

IV. PUBLIC COMMUNICATIONS:

Mr. Lance Hatfield, Marysville, urged the Board to review Environmental Health reports regarding conditions at the Travelers Hotel.

Ms. Mary Batista, Dobbins, voiced concerns regarding timeliness getting updated information from the Assessor's office.

V. COUNTY DEPARTMENTS

A. Board of Supervisors

1. Rule on timeliness of appeal received August 8, 2011 filed by Kathleen N. Mastagni Storm Esq. on behalf of Yuba County probation officers, group counselors, and supervisors. (400-11) Attorney Christina Johnson recapped the appeal process settlement language, and responded to Board inquiries.

County Counsel Angil Morris-Jones and Human Resources Director Martha Wilson responded to Board inquiries.

MOTION: Moved to find timeliness of the appeal received August 8, 2011 was not done in a timely fashion and let the results in place stand

MOVED: John Nicoletti

SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

2. Discuss Board of Supervisors salary reduction and take action as appropriate. (No background material) (403-11) Supervisor Vasquez recapped salary reduction request. County Administrator Robert Bendorf responded to Board inquiries.

Following Board discussion the following individual spoke: Ms. Mary Battista, Dobbins, spoke in support of a salary reduction ●

MOTION: Move to approve 25 percent pay reduction for Board members and review in two years

MOVED: Andy Vasquez SECOND: Roger Abe

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

ABSENT: None ABSTAIN: None

VI. ORDINANCES AND PUBLIC HEARINGS: The Deputy Clerk read the disclaimer.

- A. Ordinance - Hold public hearing, waive reading, and introduce ordinance adjusting the boundaries of the Supervisorial Districts of the County of Yuba, State of California by amending Chapter 2.05 of the Ordinance Code. (Ten minute estimate) (401-11) Community Development and Services Director Kevin Mallen recapped project history, reviewed the new district boundaries and responded to Board inquiries.

County Counsel Angil Morris-Jones responded to Board inquiries.

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

MOTION: Move to close public hearing and introduce ordinance

MOVED: John Nicoletti SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

VII. CORRESPONDENCE (402-11)

- A. Annual Report from State of California Board of Equalization for 2009-2010. Accepted
- B. Letter from University of the Pacific McGeorge School of Law regarding AB 109 Criminal Justice Realignment. Copy provided to County Administrator. Accepted
- C. Letter from Federal Emergency Management Agency regarding Letter of Map Revision. Accepted
- D. Letter from Lake County Board of Supervisors regarding infestation of Quagga and Zebra mussels. Accepted
- E. Notice from the State of California Fish and Game Commission regarding proposed regulatory action relative to abalone sport fishing. Copy provided to Fish and Game Advisory Commission. Accepted
- F. Notice from the Yuba County Auditor-Controller enclosing Independent Audit and financial report for Wheatland Cemetery District for year ending June 30, 2010. Accepted

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

Supervisor Stocker:

- Memorial Adjournment - Mr. Robert Kent Fessenden

Supervisor Griego:

- California Local Agency Formation Commission annual conference held August 31 - September 2, 2011 elected to the Executive Board and appointed Secretary
- Flood Management Association conference held September 7, 2011 in San Diego, received Project of the Year Award for Feather River Setback Levee

Supervisor Vasquez:

- Tenth anniversary of 9/11 service held at Yuba City High School

Supervisor Abe:

- Tenth anniversary of 9/11 service held at Yuba City High School
- North Central Counties Consortium meeting held August 25, 2011
- California State Association of Counties meeting held September 8, 2011
- Slow Rise Flood Plan meeting held August 26, 2011
- Yuba Sutter Veteran's Stand Down August 26, 2011
- Zoning Update Ad Hoc meeting held August 29, 2011
- Ag Alert publication dated September 7, 2011 regarding California Bountiful Gala to honor Cotton Rosser September 30, 2011 in San Luis Obispo

County Administrator Robert Bendorf:

- Slow Rise Flood Plan meeting held August 26, 2011
- Flood Management Association Conference
- Final Budget hearings start September 20, 2011 at 1:30 p.m.

IX. CLOSED SESSION: The Board retired into closed session at 10:49 a.m.

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 013-560-050/Citizens Bank of Northern California Negotiating Parties: County of Yuba/Mike Lee/Kevin Mallen Negotiation: Price and Terms of Payment
- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Right of Way Acquisition 28 properties along Rupert Avenue Negotiating Parties: County of Yuba/Mike Lee/Kevin Mallen
- C. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 014-010-016 /Williams Negotiating Parties: County of Yuba/Mike Lee/Kevin Mallen Negotiation: Terms of Purchase
- D. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 010-194-002/018-230-018 Knife River (Baldwin Contracting Co.) Negotiating Parties: County of Yuba/Mike Lee/Kevin Mallen Negotiation: Terms of Purchase
- E. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 016-350-003/Leak Family Trust Negotiating Parties: County of Yuba/Mike Lee/Kevin Mallen Negotiation: Terms of Purchase
- F. Potential litigation pursuant to Government Code §54956.9(b) - Two Cases
- G. Personnel pursuant to Government Code §54957 - Public Appointment/Instructions/Library Director
- H. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - MSA and County of Yuba (Continued to September 20, 2011)

Supervisor Abe left closed session at 11:46 a.m. and did not return.

The Board returned from closed session at 11:48 a.m. with all members present as indicated above with the exception of Supervisor Abe.

County Counsel Angil Morris-Jones announced direction was provided to staff on all real property negotiations; one case of potential litigation was referred to Porter Scott for defense and staff was authorized to initiate suit on the second case. Staff was given direction on the personnel item, and labor negotiations was continued to September 20, 2011.

X. ADJOURN: 11:49 a.m. by Vice Chairman Stocker in memory of Mr. Robert Kent Fessenden.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
BY: Rachel Ferris, Deputy Clerk

Approved: \_\_\_\_\_

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



**BUILDING**  
749-5440 • Fax 749-5616

**CODE ENFORCEMENT**  
749-5455 • Fax 749-5464

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

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

**PLANNING**  
749-5470 • Fax 749-5434

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

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

September 27, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: ACCEPT ARBOGA ROAD IMPROVEMENTS AS COMPLETE AND RELEASE THE PERFORMANCE BONDS (#104788208 & #929405374), TM 2003-37

### RECOMMENDATION:

Approve Arboga Road Improvements as complete and release the Performance Bonds (#104788208 & #929405374) for the project.

### BACKGROUND:

Meritage Homes and Ryland Homes were the developers that entered into the Subdivision Improvement Agreement to improve Arboga Road. The improvements consisted of widening Arboga Road, installing curb, gutter, sidewalk, medians, landscaping, and street lights.

### DISCUSSION:

The developers have completed the improvements and have placed Maintenance Bonds (#104788208A & #929405373) for the one year warranty period. Per County Ordinance the Board of Supervisors has the authority to release the bonds. Once the Board takes action to release the Bonds the Public Works Department will return the Performance Bonds (#104788208 & #929405374) to the surety company and file a Notice of Completion.

### COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed due to the routine nature of this request.

### FISCAL IMPACT:

None.

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# The County of Yuba

**HUMAN RESOURCES  
and ORGANIZATIONAL SERVICES**

**MARTHA K. WILSON, DIRECTOR**



Street, Suite 113  
ville, CA 95901  
418-11

(530) 749-7860 - Phone  
(530) 749-7864 - Fax

**To:** The Board of Supervisors

**From:** Martha K. Wilson, Human Resources Director

**Date:** September 27, 2011

**Re:** Resolution adopting the Yuba County Departmental Position Allocation Schedule as it relates to the 2011 - 2012 fiscal year budget.

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## **RECOMMENDATION:**

Adopt the attached Resolution amending the Yuba County Departmental Position Allocation Schedule in its entirety as set forth in Attachment "A", effective **July 1, 2011**.

## **DISCUSSION:**

The recommendation before you reflects the changes to the Yuba County Department Position Allocation as approved by the Board of Supervisors during the 2011/2012 final budget hearing on September 20, 2011.

This action modifies the Yuba County Departmental Position Allocation Schedule, to implement this change.

## **COMMITTEE ACTION:**

*None – Administrative only*

## **FISCAL IMPACT:**

*None – Administrative only*

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

**IN RE:**

RESOLUTION ADOPTING THE  
DEPARTMENTAL POSITION ALLOCATION  
IN ITS ENTIRETY RESOLUTION NO. 2010-112

NO. \_\_\_\_\_

BE IT RESOLVED that the Departmental Position Allocation Schedule be adopted as follows effective **07/01/11**.

**IN ITS ENTIRETY AS SET FORTH IN ATTACHMENT "A"**

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the following votes:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
CHAIRMAN

ATTEST: Donna C. Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel

By \_\_\_\_\_

By: Pat Garman



**COUNTY OF YUBA**  
**POSITION ALLOCATION FOR FISCAL YEAR 2011 - 2012**

Attachement "A"

<b>Administrative Services</b>	
Accounting Specialist	1
Administration & Accounting Supervisor	1
Administrative Technician	3
Airport Maintenance Coordinator	1
Airport Manager	1
Assistant Director of Administrative Services	1
Building & Grounds Supervisor	1
Building Maintenance Custodian (1 LT Exp 6/30/12)	9
Building Maintenance Technician I/II	2
Capital Improvements Project Mgr (Lt Exp 11/1/12)	1
Contract & Purchasing Administrator	1
Custodial Supervisor	1
Director of Administrative Services	1
Facilities Manager	1
Information Technology Analyst I/II	9
Information Technology Manager	1
Information Technology Security Officer	1
Information Technology Supervisor	3
Information Technology Support Technician I/II	2
Senior Building Maintenance Technician	1
Senior Information Technology Analyst	3
<b>TOTAL:</b>	<b>45</b>

<b>Agricultural Comm / Weights &amp; Measures</b>	
Agricultural Commissioner / Director of Weights & Measures	1
Agricultural, Weights & Measures Specialist I/II/III	5
Assistant Ag Comm / Dir. of Weights & Measures	1
Executive Assistant	1
<b>TOTAL:</b>	<b>8</b>

<b>Assessor</b>	
Assessment Assistant I/II	2
Assessment Specialist	3
Assessor	1
Assistant Assessor	1
Auditor-Appraiser I/II/III	1
Cadastral Drafting Technician I/II	2
Chief Deputy Assessor - Administration	1
Real Property Appraiser I/II/III	4
Transfer Analyst I/II	2
<b>TOTAL:</b>	<b>17</b>

<b>Auditor-Controller</b>	
Accountant-Auditor I/II	1
Accounting Specialist	1
Accounting Technician	1
Assistant Auditor	1
Auditor-Controller	1
Payroll Technician	1
Senior Accounting Technician	1
<b>TOTAL:</b>	<b>7</b>

<b>Board of Supervisors</b>	
Supervisor	5
<b>TOTAL:</b>	<b>5</b>

<b>Child Support Services</b>	
Accounting Assistant I/II	2
Accounting Specialist	1
Administration & Accounting Supervisor	1
Attorney I/II/III	2
Case Manager I/II	13
Child Support Technician	3
Customer Relations Supervisor	1
Deputy Director/Administrative Affairs	1
Director of Child Support Services	1
Executive Assistant	1
Legal Office Assistant I/II	3
Office Assistant I/II	4
Supervising Case Manager	2
Supervising Office Assistant	1
Training Coordinator - CSS	1
<b>TOTAL:</b>	<b>37</b>

<b>Clerk of the Board</b>	
Clerk of the Board of Supervisors	1
Deputy Clerk of the Board of Supervisors - C	1
Office Specialist - C	1
<b>TOTAL:</b>	<b>3</b>

<b>Community Development &amp; Services Agency</b>	
Accounting Assistant I/II	1
Accounting Specialist	1
Accounting Technician	1
Administration & Accounting Supervisor	1
Administrative Technician	2
Assistant Director of Public Works	1
Assistant Public Works Superintendent	2
Assistant/Associate Engineer	1
Assistant/Associate Planner (1 PT .85 FTE)	2
Associate Civil Engineer	3
Associate Surveyor	1
Building Inspector III	3
Chief Building Official	1
Code Enforcement Officer	2
Code Enforcement Officer III	1
Community Development & Services Agency Director	1
Community Development Specialist I/II/III/IV	2
County Surveyor	1
Director of Environmental Health	1
Director of Planning	1
Engineering Technician I/II	2
Environmental Health Specialist I/II	1
Environmental Health Supervisor	1
Environmental Health Technician	2
Finance & Administration Manager	1
Fiscal Analyst	1
Hazardous Materials Specialist I/II/III	2
Hazardous Materials Supervisor	1
<b>SUBTOTAL: (Cont. Next Page)</b>	<b>40</b>

**COUNTY OF YUBA**  
**POSITION ALLOCATION FOR FISCAL YEAR 2011 - 2012**

Attachement "A"

**Community Development & Services Agency (Cont)**

Heavy Equipment Mechanic	2
Housing & Community Services Manager	1
Housing Specialist	3
Office Assistant	1
Office Specialist	3
Parks & Landscape Coordinator	1
Permit Technician	2
Plan Checker I/II	2
Principal Engineer	2
Project Planner (1 LT Exp 1/1/12)	2
Public Works Director	1
Public Works Maintenance Worker I/II	19
Public Works Maintenance Worker II	1
Public Works Project Manager	1
Public Works Superintendent	1
Senior Accounting Technician	1
Senior Environmental Health Specialist (1 PT)	2
Senior Housing Specialist	1
Senior Public Works Maintenance Worker	5
Supervising Building Official	1
Supervising Mechanic	1
<b>TOTAL:</b>	<b>93</b>

**County Administrator**

Management Analyst I/II	1
Assistant County Administrator	1
Communications and Legislative Affairs Coordinator	1
County Administrator	1
Economic Development Coordinator	1
Executive Assistant to County Administrator - C	1

**Emergency Services**

Emergency Operations Manager	1
Deputy County Administrator - Emergency Services	1

**Three Rivers Levee Improvement Authority**

Executive Assistant	1
Executive Director, Three Rivers Levee Improvement Authority	1

**TOTAL: 10**

**County Clerk-Recorder**

Chief Deputy Clerk / Registrar of Voters	1
Chief Deputy Recorder	1
County Clerk-Recorder	1
Elections Clerk I/II	4
Recorder Clerk I/II	4

**TOTAL: 11**

**County Counsel**

Chief Deputy County Counsel	1
County Counsel	1
Deputy County Counsel I/II/III	4
Paralegal	1

**TOTAL: 7**

**District Attorney**

Chief Deputy District Attorney	1
Deputy District Attorney I/II	2
Deputy District Attorney III (2 - LT)	7
District Attorney	1
District Attorney Investigator (2 LT)	3
Legal Office Assistant I/II	3
Legal Services Supervisor	1

**TOTAL: 18**

**Emergency Services**

See County Administrator Allocation

**TOTAL: 0**

**Health & Human Services**

Accounting Assistant I/II	2
Accounting Specialist	2
Accounting Technician	4
Administration and Accounting Supervisor	2
Administrative Analyst - Health & Human Services	6
Administrative Technician	4
Appeals Specialist	1
CCS Case Manager	1
Correctional Facility Medical Assistant	5
Correctional Facility LVN/Correctional Facility Registered Nurse	4
Deputy Director of Health & Human Services	2
Director of Health & Human Services	1
Director of Nurses	1
Eligibility Supervisor	8
Eligibility Technician I/II	41
Employment and Training Specialist I/II	7
Epidemiologist	1
Executive Assistant	2
Family Nurse Practitioner	1
First 5 Yuba Commission Executive Director	1
Finance & Administrative Supervisor	2
Health Aide	1
Health & Human Services Aide	2
Health & Human Services Program Manager	5
Health Education Specialist I/II	2
Health Officer	1
Legal Office Assistant I/II	2
Office Assistant I/II	23
Office Specialist	15
Physical Therapist	1
Program Aide	10
Program Assistant	4
Program Specialist	3
Public Health Nurse I/II	10
Public Health Nurse III	2
Registered Nurse	2
Senior Accounting Technician	3
Senior Correctional Facility Registered Nurse	1

**SUB TOTAL: 185**

**COUNTY OF YUBA**  
**POSITION ALLOCATION FOR FISCAL YEAR 2011 - 2012**

Attachement "A"

<b>Health &amp; Human Services (Continued)</b>	
Senior Eligibility Technician	13
Senior Substance Abuse Counselor	1
Social Worker I (EMPLOY)	25
Social Worker I/II (AS)	4
Social Worker II (EMPLOY)	8
Social Worker III (AS)	2
Social Worker III/IV (AS)	2
Social Worker III/IV (CWS)	19
Social Worker Supervisor (AS)	2
Social Worker Supervisor (CWS)	4
Social Worker Supervisor (EMPLOY)	6
Substance Abuse Counselor I/II	2
Supervising Legal Office Assistant	1
Supervising Office Assistant	2
Supervising Public Health Nurse	3
Supervising Welfare Fraud Investigator	1
Supply/Mail Clerk I/II	2
Systems Support Analyst	1
Veterans' Services Officer	1
Veterans' Services Representative	1
Welfare Fraud Investigator	2
<b>TOTAL:</b>	<b>287</b>

<b>Human Resources</b>	
Human Resources Analyst I/II - C	4
Human Resources Deputy Director	1
Human Resources Director	1
Human Resources Specialist - C	1
Human Resources Training Analyst I/II	1
Office Assistant I/II - C	1
<b>TOTAL:</b>	<b>9</b>

<b>Library</b>	
Administration & Accounting Supervisor LT Exp 7/1/12	1
Executive Assistant	1
Librarian	1
Library Director	1
Library Technician I	2
Library Technician II	2
Senior Library Technician	3
<b>TOTAL:</b>	<b>11</b>

<b>Public Guardian</b>	
Deputy Public Guardian I/II	1
Public Guardian	1
<b>TOTAL:</b>	<b>2</b>

<b>Treasurer / Tax Collector</b>	
Accounting Assistant I/II	1
Accounting Specialist	1
Accounting Technician	1
Assistant Treasurer and Tax Collector	1
Chief Deputy Treasurer / Tax Collector	1
Senior Accounting Technician	2
Treasurer / Tax Collector	1
<b>TOTAL:</b>	<b>8</b>

<b>Probation</b>	
Accounting Specialist	1
Accounting Technician	1
Administrative Services Manager	1
Administrative Services Officer I	1
Administrative Technician	1
Chief Probation Officer	1
Clinical Social Worker I/II (4 LT) (1 PT)	5
Control Room Operator	3
Cook (1 PT)	4
Deputy Probation Officer I/II/III (4 LT)	21
Deputy Superintendent	2
Group Counselor I/II	27
Intervention Counselor I/II	5
Kitchen Supervisor	1
Legal Office Assistant I/II	1
Office Assistant I/II	4
Probation Program Manager	3
Program Aide	4
Senior Deputy Probation Officer (1 LT)	11
Senior Victim Witness Advocate	1
Substance Abuse Counselor I/II	1
Superintendent of Institutions	1
Supervising Deputy Probation Officer	3
Supervising Group Counselor	7
Victim Witness Advocate I/II (1 LT)	1
Victim Witness Program Manager	1
<b>TOTAL:</b>	<b>112</b>

<b>Sheriff - Coroner</b>	
Accounting Technician	2
Animal Care Services Officer	3
Animal Care Technician	1
Building Maintenance Technician I/II	1
Commissary Assistant	2
Commissary Coordinator	1
Communication Dispatcher I/II	15
Community Services Officer	7
Cook	3
Corporal/Correctional Corporal	3
Corrections Food Services Supervisor	1
Crime Analyst	1
Deputy Sheriff I	61
Deputy Sheriff III	51
Evidence Technician	1
Executive Assistant to the Sheriff	1
Office Specialist	4
Senior Accounting Technician	1
Sheriff - Coroner	1
Sheriff's Captain	3
Sheriff's Civil Services Associate	1
Sheriff's Communications & Records Supervisor	1
Sheriff's Financial Manager	1
Sheriff's Lieutenant Corrections	1
Sheriff's Lieutenant Operations	3
Sheriff's Records Clerk	1
Sheriff's Sergeant - Corrections/Correctional Sergeant	6
Sheriff's Sergeant - Operations	11
Supervising Animal Care Services Officer	1
Undersheriff	1
<b>TOTAL:</b>	<b>190</b>

**YUBA COUNTY POSITION ALLOCATION GRAND TOTAL: 880**

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# The County of Yuba

**HUMAN RESOURCES  
and ORGANIZATIONAL SERVICES**

**MARTHA K. WILSON, DIRECTOR**



Street, Suite 113  
ville, CA 95901

419-11

(530) 749-7860 - Phone  
(530) 749-7864 - Fax

**TO:** The Board of Supervisors

**FROM:** Martha K. Wilson, Human Resources Director *Martha K. Wilson*

**DATE:** September 27, 2011

**SUBJECT:** Adopt Resolution amending the Classification System –  
Basic Salary / Hourly Schedule

**RECOMMENDATION:**

Adopt the attached Resolution amending the Classification System – Basic Salary / Hourly Schedule in its entirety as set forth in Attachment "B", effective **July 1, 2011**.

**DISCUSSION:**

The Classification System – Basic Salary/Hourly Schedule is brought to the Board at different times throughout the year to reflect changes in compensation and classifications. The attached schedule reflects the changes to the Basic Salary/Hourly Schedule as approved by the Board of Supervisors during the 2011/2012 final budget hearing on September 20, 2011.

This action modifies the Classification System – Basic Salary Schedule to implement this change.

**COMMITTEE ACTION:**

None – Administrative only

**FISCAL IMPACT:**

None – Administrative only

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

**IN RE:**

RESOLUTION AMENDING THE  
CLASSIFICATION SYSTEM – BASIC  
SALARY / HOURLY SCHEDULE  
RESOLUTION NO. 2009-89

RESOLUTION NO. \_\_\_\_\_

BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule be adopted as follows effective **July 1, 2011**

**IN ITS ENTIRETY AS SET FORTH IN ATTACHMENT "B"**

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the following votes:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
CHAIRMAN

ATTEST: Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel

By: \_\_\_\_\_

By: Pete Garamore

**YUBA COUNTY**  
**Classification System - Basic Salary/Hourly Schedule**  
**EFFECTIVE DATE: July 1, 2011**

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
AAUD-1	ACCOUNTANT-AUDITOR I	4	3,416	19.71	06	8810.1
AAUD-2	ACCOUNTANT-AUDITOR II	4	3,733	21.54	06	8810.1
ACAS-1	ACCOUNTING ASSISTANT I	1	2,131	12.29	06	8810.1
ACAS-2	ACCOUNTING ASSISTANT II	1	2,326	13.42	06	8810.1
ACSP	ACCOUNTING SPECIALIST	1	2,543	14.67	06	8810.1
ATEC	ACCOUNTING TECHNICIAN	3	2,777	16.02	06	8810.1
AASU	ADMINISTRATION & ACCOUNTING SUPERVISOR	5	3,624	20.91	06	8810.1
AAHS	ADMINISTRATIVE ANALYST - HUMAN SERV	4	3,960	22.85	06	8810.1
ASMR	ADMINISTRATIVE SERVICES MANAGER	8	4,590	26.48	07	9410
ASOF-1	ADMINISTRATIVE SERVICES OFFICER I	8	3,960	22.85	07	9410
ASOF-2	ADMINISTRATIVE SERVICES OFFICER II	8	4,329	24.98	07	9410
ADTC	ADMINISTRATIVE TECHNICIAN	4	3,127	18.04	06	8810.1
AGDR	AG COMMISSIONER/DIR OF WGTS & MEAS	8	6,943	40.06	07	9410
AGMS-1	AG WEIGHTS & MEASURES SPECIALIST I	4	3,624	20.91	06	9410
AGMS-2	AG WEIGHTS & MEASURES SPECIALIST II	4	3,960	22.85	06	9410
AGMS-3	AG WEIGHTS & MEASURES SPECIALIST III	4	4,329	24.98	06	9410
AIDE	AIDE	1	1,633	9.42	06	8810.1
AMCR	AIRPORT MAINTENANCE COORDINATOR	5	3,127	18.04	06	9420
ARMG	AIRPORT MANAGER	8	5,321	30.70	07	9410
ANCO	ANIMAL CARE SERVICES OFFICER	2	2,543	14.67	06	7721
ACTE	ANIMAL CARE TECHNICIAN	2	2,259	13.03	06	8831
APSP	APPEALS SPECIALIST	3	3,036	17.52	06	8810.1
ASAS-1	ASSESSMENT ASSISTANT I	1	2,194	12.66	06	8810.1
ASAS-2	ASSESSMENT ASSISTANT II	1	2,396	13.82	06	8810.1
ASSP	ASSESSMENT SPECIALIST	1	2,697	15.56	06	8810.1
AASR	ASSISTANT ASSESSOR	8	6,943	40.06	07	9410
AACR	ASSISTANT AUDITOR-CONTROLLER	8	6,943	40.06	07	9410
ASCA	ASSISTANT COUNTY ADMINISTRATOR	8	9,608	55.43	07	9410
ASEN	ASSISTANT ENGINEER	4	4,729	27.28	06	9410
ASPL	ASSISTANT PLANNER	4	3,844	22.18	06	9410

**Please Note:**

**Bilingual Pay:** Some positions may qualify for an additional \$125 per month for Bilingual Pay. Bargaining Units 6 and 7 may qualify for an additional \$100 per month.

**Confidential Pay:** Classifications in Unit 11 receive an additional 5% of Salary (Base X Index Rate).

**Differential Pay:** Cook Classifications in the Co. Jail receive an additional 5% of Salary (Base X Index).

**YUBA COUNTY**  
**Classification System - Basic Salary/Hourly Schedule**  
**EFFECTIVE DATE: July 1, 2011**

**Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.**

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
ASPW	ASSISTANT PUBLIC WORKS SUPERINTENDENT	5	3,960	22.85	06	9422
ASSU	ASSISTANT SURVEYOR	4	4,729	27.28	06	9410
ASCI	ASSOCIATE CIVIL ENGINEER	4	5,990	34.56	06	9410
ASOE	ASSOCIATE ENGINEER	4	5,166	29.80	06	9410
APLR	ASSOCIATE PLANNER	4	4,729	27.28	06	9410
ASOS	ASSOCIATE SURVEYOR	4	5,646	32.57	06	9410
ASAG	ASST AG & WGTS & MEASURES COMM	8	5,990	34.56	07	9410
ADRA	ASST DIRECTOR ADMINISTRATIVE SERVICES	8	6,943	40.06	07	9410
ADPL	ASST DIRECTOR OF PLANNING	8	7,365	42.49	07	9410
ASDR	ASST PUBLIC WORKS DIRECTOR	8	7,812	45.07	07	9410
ASTT	ASST TREASURER AND TAX COLLECTOR	8	6,943	40.06	07	9410
ATNY-1	ATTORNEY I	14	4,870	28.10	07	8810.1
ATNY-2	ATTORNEY II	14	5,646	32.57	07	8810.1
ATTN-3	ATTORNEY III	14	6,741	38.89	07	8810.1
AUAP-1	AUDITOR-APPRAISER I	4	3,221	18.58	06	9410
AUAP-2	AUDITOR-APPRAISER II	4	3,518	20.30	06	9410
AUAP-3	AUDITOR-APPRAISER III	4	3,960	22.85	06	9410
BGSU	BUILDING & GROUNDS SUPERVISOR	5	3,416	19.71	06	9420
BUIN-1	BUILDING INSPECTOR I	3	3,518	20.30	06	9410
BUIN-2	BUILDING INSPECTOR II	3	3,844	22.18	06	9410
BUIN-3	BUILDING INSPECTOR III	3	4,329	24.98	06	9410
BMCU	BUILDING MAINTENANCE CUSTODIAN	2	2,068	11.93	06	9420
BMTE-1	BUILDING MAINTENANCE TECHNICIAN I	2	2,619	15.11	06	9420
BMTE-2	BUILDING MAINTENANCE TECHNICIAN II	2	2,862	16.51	06	9420
CDRT-1	CADAstral DRAFTING TECHNICIAN I	3	2,777	16.02	06	8810.1
CDRT-2	CADAstral DRAFTING TECHNICIAN II	3	3,127	18.04	06	8810.1
CIPM	CAPITAL IMPROVEMENTS PROJECT MANAGER	8	6,943	40.06	07	9410
CMGR-1	CASE MANAGER I	3	2,619	15.11	06	8810.1
CMGR-2	CASE MANAGER II	3	2,947	17.00	06	8810.1
CCMG	CCS CASE MANAGER	3	2,947	17.00	06	8810.1
CBOF	CHIEF BUILDING OFFICIAL	8	6,545	37.76	07	9410

**Please Note:**

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**YUBA COUNTY**  
**Classification System - Basic Salary/Hourly Schedule**  
**EFFECTIVE DATE: July 1, 2011**

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
CDA	CHIEF DEPUTY ASSESSOR - ADMINISTRATION	8	4,590	26.48	07	9410
CDRV	CHIEF DEPUTY CLERK / REGISTRAR OF VOTERS	8	4,201	24.24	07	9410
CDCC	CHIEF DEPUTY COUNTY COUNSEL	8	9,328	53.82	07	9410
CDDA	CHIEF DEPUTY DISTRICT ATTORNEY	8	8,793	50.73	07	9410
CDRE	CHIEF DEPUTY RECORDER	8	4,201	24.24	07	9410
CDTT	CHIEF DEPUTY TREASURER & TAX COLLECTOR	8	4,590	26.48	07	9410
CPRO	CHIEF PROBATION OFFICER	8	8,288	47.82	07	9410.PB
CSTE	CHILD SUPPORT TECHNICIAN	3	2,326	13.42	06	8810.1
CLBS	CLERK OF THE BOARD OF SUPERVISORS	8	5,166	29.80	07	8810.1
CSWR-1	CLINICAL SOCIAL WORKER I	4	4,729	27.28	06	9410
CSWR-2	CLINICAL SOCIAL WORKER II	4	5,166	29.80	06	9410
CEOF	CODE ENFORCEMENT OFFICER	3	3,733	21.54	06	9410
CEOF-1	CODE ENFORCEMENT OFFICER I	3	3,518	20.30	06	9410
CEOF-2	CODE ENFORCEMENT OFFICER II	3	3,844	22.18	06	9410
CEOF-3	CODE ENFORCEMENT OFFICER III	3	4,329	24.98	06	9410
COAS	COMMISSARY ASSISTANT	1	2,259	13.03	06	9410
CMCO	COMMISSARY COORDINATOR	1	2,947	17.00	06	9410
CLAC	COMMUNICATIONS & LEGISLATIVE AFFAIRS COORDINATOR	8	5,321	30.70	07	8810.1
CDIS-1	COMMUNICATIONS DISPATCHER I	6	2,992	17.26	06	8810.1
CDIS-2	COMMUNICATIONS DISPATCHER II	6	3,380	19.50	06	8810.1
CDSA	COMMUNITY DEV & SERV AGENCY DIRECTOR	8	9,608	55.43	07	9410
CDSP-1	COMMUNITY DEVELOPMENT SPECIALIST I	3	2,777	16.02	06	8810.1
CDSP-2	COMMUNITY DEVELOPMENT SPECIALIST II	3	2,947	17.00	06	8810.1
CDSP-3	COMMUNITY DEVELOPMENT SPECIALIST III	3	3,221	18.58	06	8810.1
CDSP-4	COMMUNITY DEVELOPMENT SPECIALIST IV	3	3,416	19.71	06	8810.1
CSOR	COMMUNITY SERVICES OFFICER	6	3,083	17.79	06	9410
CAPA	CONTRACT & PURCHASING ADMINISTRATOR	4	4,329	24.98	06	9410
CROR	CONTROL ROOM OPERATOR	1	2,326	13.42	06	8810.1
COOK	COOK	2	2,326	13.42	06	9420
CORP	CORPORAL	6	3,916	22.59	06	7720
CFLV	CORRECTIONAL FACILITY LVN	3	3,518	20.30	06	9410

**Please Note:**

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**Confidential Pay:** Classifications in Unit 11 receive an additional 5% of Salary (Base X Index Rate).

**Differential Pay:** Cook Classifications in the Co. Jail receive an additional 5% of Salary (Base X Index).

**YUBA COUNTY**  
**Classification System - Basic Salary/Hourly Schedule**  
**EFFECTIVE DATE: July 1, 2011**

**Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.**

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
CFMA	CORRECTIONAL FACILITY MEDICAL ASSISTANT	3	2,468	14.24	06	9410
CFRN	CORRECTIONAL FACILITY RN	4	4,329	24.98	06	9410
CORS	CORRECTIONAL SERGEANT	7	4,088	23.58	06	7720
COFO	CORRECTIONS FOOD SERVICES SUPERVISOR	5	3,518	20.30	06	9420
COAD	COUNTY ADMINISTRATOR	8	11,139	64.26	07	9410
COCO	COUNTY COUNSEL	8	10,815	62.39	07	9410
COSU	COUNTY SURVEYOR	8	6,169	35.59	07	9410
CRAN	CRIME ANALYST	6	4,037	23.29	06	8810.1
CUSU	CUSTODIAL SUPERVISOR	5	2,396	13.82	06	9420
CRSR	CUSTOMER RELATIONS SUPERVISOR	5	3,844	22.18	06	9410
DCBS	DEPUTY CLERK OF THE BOARD OF SUPERVISORS	11	3,127	18.04	06	8810.1
DCES	DEPUTY COUNTY ADMINISTRATOR - EMERGENCY	8	6,741	38.89	07	9410
DCCL-1	DEPUTY COUNTY COUNSEL I	8	4,870	28.10	07	8810.1
DCCL-2	DEPUTY COUNTY COUNSEL II	8	5,646	32.57	07	8810.1
DCCL-3	DEPUTY COUNTY COUNSEL III	8	6,741	38.89	07	8810.1
DDHS	DEPUTY DIRECTOR OF HHS	8	7,585	43.76	07	9410
DDAA	DEPUTY DIRECTOR/ADMINISTRATIVE AFFAIRS	8	5,480	31.62	07	9410
DDLA	DEPUTY DIRECTOR/LEGAL AFFAIRS	8	7,151	41.26	07	8810.1
DEDA-1	DEPUTY DISTRICT ATTORNEY I	14	4,870	28.10	07	8810.1
DEDA-2	DEPUTY DISTRICT ATTORNEY II	14	5,646	32.57	07	8810.1
DPDA-3	DEPUTY DISTRICT ATTORNEY III	14	6,741	38.89	07	8810.1
DPOF-1	DEPUTY PROBATION OFFICER I	4	3,416	19.71	06	9410.PB
DPOF-2	DEPUTY PROBATION OFFICER II	4	3,733	21.54	06	9410.PB
DPOF-3	DEPUTY PROBATION OFFICER III	4	4,078	23.53	06	9410.PB
DPGN-1	DEPUTY PUBLIC GUARDIAN I	4	3,416	19.71	06	9410
DPGN-2	DEPUTY PUBLIC GUARDIAN II	4	3,733	21.54	06	9410
DESH-1	DEPUTY SHERIFF I	6	3,125	18.03	06	7720
DSHF-3	DEPUTY SHERIFF III	6	3,798	21.91	06	7720
DSUP	DEPUTY SUPERINTENDENT	8	4,870	28.10	07	9410
DRAS	DIRECTOR OF ADMINISTRATIVE SERVICES	8	8,047	46.43	07	9410
DRCS	DIRECTOR OF CHILD SUPPORT SERVICES	8	8,047	46.43	07	9410

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**YUBA COUNTY**  
**Classification System - Basic Salary/Hourly Schedule**  
**EFFECTIVE DATE: July 1, 2011**

**Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.**

<b>CODE</b>	<b>CLASSIFICATION</b>	<b>BARG UNIT</b>	<b>BASE</b>	<b>HRLY</b>	<b>OT CODE</b>	<b>WC CODE</b>
DREH	DIRECTOR OF ENVIRONMENTAL HEALTH	8	5,990	34.56	07	9410
DRHH	DIRECTOR OF HEALTH & HUMAN SVCS	8	8,793	50.73	07	9410
DRNU	DIRECTOR OF NURSES	8	6,943	40.06	07	9410
DRPL	DIRECTOR OF PLANNING	8	8,288	47.82	07	9410
DAIN	DISTRICT ATTORNEY INVESTIGATOR	6	4,456	25.71	06	9410.DA
ECDC	ECONOMIC DEVELOPMENT COORDINATOR	8	5,321	30.70	07	9410
ELCL-1	ELECTIONS CLERK I	1	2,619	15.11	06	9410
ELCL-2	ELECTIONS CLERK II	1	2,862	16.51	06	9410
ELSU	ELIGIBILITY SUPERVISOR	5	3,416	19.71	06	8810.1
ELTE-1	ELIGIBILITY TECHNICIAN I	3	2,468	14.24	06	8810.1
ELTE-2	ELIGIBILITY TECHNICIAN II	3	2,777	16.02	06	8810.1
EMOM	EMERGENCY OPERATIONS MANAGER	8	5,646	32.57	07	9410
EMSC	EMERGENCY SERVICES COORDINATOR IV	4	4,329	24.98	06	9410
EMSO	EMERGENCY SERVICES OFFICER	8	5,017	28.94	07	9410
ETSP-1	EMPLOYMENT & TRAINING SPECIALIST I	4	2,947	17.00	06	9410
ETSP-2	EMPLOYMENT & TRAINING SPECIALIST II	4	3,221	18.58	06	9410
ENTE-1	ENGINEERING TECHNICIAN I	3	3,416	19.71	06	9410
ENTE-2	ENGINEERING TECHNICIAN II	3	3,844	22.18	06	9410
EHSP-1	ENVIRONMENTAL HEALTH SPECIALIST I	4	3,624	20.91	06	9410
EHSP-2	ENVIRONMENTAL HEALTH SPECIALIST II	4	3,960	22.85	06	9410
EHSU	ENVIRONMENTAL HEALTH SUPERVISOR	5	4,729	27.28	06	9410
EHTE	ENVIRONMENTAL HEALTH TECHNICIAN	3	3,221	18.58	06	9410
EPID	EPIDEMIOLOGIST	4	4,870	28.10	06	9410
EQSS	EQUIPMENT SERVICE SPECIALIST	2	2,468	14.24	06	9420
EVTC	EVIDENCE TECHNICIAN	6	2,910	16.79	06	9410
EXAS	EXECUTIVE ASSISTANT	4	3,127	18.04	06	8810.1
EXSH	EXECUTIVE ASSISTANT TO THE SHERIFF	4	3,127	18.04	06	8810.1
EACA	EXECUTIVE ASST TO COUNTY ADMINISTRATOR	11	3,416	19.71	06	8810.1
EDTR	EXECUTIVE DIRECTOR, THREE RIVERS LEVEE	8	9,328	53.82	07	9410
FMGR	FACILITIES MANAGER	8	4,729	27.28	07	9410
FNPR	FAMILY NURSE PRACTITIONER	4	5,646	32.57	06	9410

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FIMG	FINANCE & ADMINISTRATION MANAGER	8	5,646	32.57	07	8810.1
FASU	FINANCE & ADMINISTRATIVE SUPERVISOR	5	4,456	25.71	06	8810.1
FFED	FIRST 5 YUBA COMMISSION EXECUTIVE DIRECTOR	8	5,321	30.70	07	9410
FIAN	FISCAL ANALYST	4	3,960	22.85	06	8810.1
GRCO-1	GROUP COUNSELOR I	3	2,543	14.67	06	9410.PB
GRCO-2	GROUP COUNSELOR II	3	2,947	17.00	06	9410.PB
HMSP-1	HAZARDOUS MATERIALS SPECIALIST I	4	3,624	20.91	06	9410
HMSP-2	HAZARDOUS MATERIALS SPECIALIST II	4	3,960	22.85	06	9410
HMSP-3	HAZARDOUS MATERIALS SPECIALIST III	4	4,329	24.98	06	9410
HMSU	HAZARDOUS MATERIALS SUPERVISOR	5	4,729	27.28	06	9410
HHAD	HEALTH & HUMAN SERVICES AIDE	1	1,949	11.24	06	9410
HSPM	HEALTH & HUMAN SVCS PROGRAM MGR	8	5,646	32.57	07	9410
HAID	HEALTH AIDE	1	2,006	11.57	06	9410
HESP-1	HEALTH EDUCATION SPECIALIST I	4	3,127	18.04	06	9410
HESP-2	HEALTH EDUCATION SPECIALIST II	4	3,416	19.71	06	9410
HEOR	HEALTH OFFICER	8	11,474	66.20	07	9410
HEQM	HEAVY EQUIPMENT MECHANIC	2	3,317	19.14	06	9422
HCSM	HOUSING & COMMUNITY SERVICES MANAGER	8	4,078	23.53	07	8810.1
HOSP	HOUSING SPECIALIST	3	2,468	14.24	06	8810.1
HRAN-1	HUMAN RESOURCES ANALYST I	11	3,844	22.18	06	8810.1
HRAN-2	HUMAN RESOURCES ANALYST II	11	4,329	24.98	06	8810.1
HRDD	HUMAN RESOURCES DEPUTY DIRECTOR	8	5,990	34.56	07	9410
HRDR	HUMAN RESOURCES DIRECTOR	8	7,585	43.76	07	9410
HRSP	HUMAN RESOURCES SPECIALIST	11	3,127	18.04	06	8810.1
HRTA-1	HUMAN RESOURCES TRAINING ANALYST I	11	3,844	22.18	06	9410
HRTA-2	HUMAN RESOURCES TRAINING ANALYST II	11	4,329	24.98	06	9410
ITAN-1	INFORMATION TECHNOLOGY ANALYST I	4	4,329	24.98	06	8810.1
ITAN-2	INFORMATION TECHNOLOGY ANALYST II	4	4,870	28.10	06	8810.1
ITMG	INFORMATION TECHNOLOGY MANAGER	8	6,355	36.66	07	8810.1
ITSO	INFORMATION TECHNOLOGY SECURITY OFFICER	8	6,741	38.89	07	8810.1
ITSU	INFORMATION TECHNOLOGY SUPERVISOR	5	5,815	33.55	06	8810.1

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**YUBA COUNTY**  
**Classification System - Basic Salary/Hourly Schedule**  
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CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
ITST-1	INFORMATION TECHNOLOGY SUPPORT TECHNICIAN I	3	3,624	20.91	06	8810.1
ITST-2	INFORMATION TECHNOLOGY SUPPORT TECHNICIAN II	3	3,960	22.85	06	8810.1
INCO-1	INTERVENTION COUNSELOR I	3	2,947	17.00	06	9410
INCO-2	INTERVENTION COUNSELOR II	3	3,221	18.58	06	9410
KISU	KITCHEN SUPERVISOR	5	2,543	14.67	06	9420
LEBU	LEAD BUILDING MAINTENANCE CUSTODIAN	2	2,259	13.03	06	9420
LOAS-1	LEGAL OFFICE ASSISTANT I	1	2,194	12.66	06	8810.1
LOAS-2	LEGAL OFFICE ASSISTANT II	1	2,468	14.24	06	8810.1
LGSC	LEGAL SECRETARY	11	2,862	16.51	06	8810.1
LGSS	LEGAL SERVICES SUPERVISOR	5	3,416	19.71	06	8810.1
LIBR	LIBRARIAN	4	3,416	19.71	06	8810.4
LIDR	LIBRARY DIRECTOR	8	6,545	37.76	07	8810.4
LITE-1	LIBRARY TECHNICIAN I	1	1,949	11.24	06	8810.4
LITE-2	LIBRARY TECHNICIAN II	1	2,131	12.29	06	8810.4
MAAN-1	MANAGEMENT ANALYST I	8	4,201	24.24	07	8810.1
MAAN-2	MANAGEMENT ANALYST II	8	4,729	27.28	07	8810.1
OAST-1	OFFICE ASSISTANT I	11	1,949	11.24	06	8810.1
OAST-1	OFFICE ASSISTANT I	1	1,949	11.24	06	8810.1
OAST-2	OFFICE ASSISTANT II	1	2,131	12.29	06	8810.1
OAST-2	OFFICE ASSISTANT II	11	2,131	12.29	06	8810.1
OFSP	OFFICE SPECIALIST	1	2,396	13.82	06	8810.1
OFSP	OFFICE SPECIALIST	11	2,396	13.82	06	8810.1
PARA	PARALEGAL	11	3,221	18.58	06	8810.1
PLCO	PARKS & LANDSCAPE COORDINATOR	3	3,844	22.18	06	9410
PATC	PAYROLL TECHNICIAN	3	3,317	19.14	06	8810.1
PETE	PERMIT TECHNICIAN	1	2,697	15.56	06	8810.1
PHTH	PHYSICAL THERAPIST	4	5,480	31.62	06	9410
PLCR-1	PLAN CHECKER I	4	4,078	23.53	06	9410
PLCR-2	PLAN CHECKER II	4	4,456	25.71	06	9410
PREN	PRINCIPAL ENGINEER	8	6,741	38.89	07	9410
PRAN	PRINCIPAL MANAGEMENT ANALYST	8	6,355	36.66	07	9410

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**YUBA COUNTY**  
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CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
PPLA	PRINCIPAL PLANNER	8	5,815	33.55	07	9410
PRAS-1	PRINTER'S ASSISTANT I	2	2,068	11.93	06	9420
PRAS-2	PRINTER'S ASSISTANT II	2	2,396	13.82	06	9420
PSCR	PRINTING SERVICES COORDINATOR	5	2,862	16.51	06	9420
PPMG	PROBATION PROGRAM MANAGER	8	5,321	30.70	07	9410
PROA	PROGRAM AIDE	1	2,619	15.11	06	9410
PRAT	PROGRAM ASSISTANT	1	2,396	13.82	06	8810.1
PRSP	PROGRAM SPECIALIST	5	3,518	20.30	06	8810.1
PJMG	PROJECT MANAGER	8	4,870	28.10	07	8810.1
PRPL	PROJECT PLANNER	4	5,166	29.80	06	9410
PGCR	PUBLIC GUARDIAN-CONSERVATOR	8	5,017	28.94	07	9410
PHNR-1	PUBLIC HEALTH NURSE I	4	4,729	27.28	06	9410
PHNR-2	PUBLIC HEALTH NURSE II	4	5,166	29.80	06	9410
PHNR-3	PUBLIC HEALTH NURSE III	4	5,480	31.62	06	9410
PHNI	PUBLIC HEALTH NURSE INTERN	4	4,456	25.71	06	9410
PWDR	PUBLIC WORKS DIRECTOR	8	9,057	52.25	07	9410
PWMR-1	PUBLIC WORKS MAINTENANCE WORKER I	2	2,396	13.82	06	9422
PWMR-2	PUBLIC WORKS MAINTENANCE WORKER II	2	2,777	16.02	06	9422
PRMA	PUBLIC WORKS PROJECT MANAGER	8	5,990	34.56	08	9410
PWSU	PUBLIC WORKS SUPERINTENDENT	8	4,729	27.28	07	9422
RPAR-1	REAL PROPERTY APPRAISER I	4	3,221	18.58	06	9410
RPAR-2	REAL PROPERTY APPRAISER II	4	3,518	20.30	06	9410
RPAR-3	REAL PROPERTY APPRAISER III	4	3,960	22.85	06	9410
RECL-1	RECORDER CLERK I	1	2,619	15.11	06	9410
RECL-2	RECORDER CLERK II	1	2,862	16.51	06	9410
RENU	REGISTERED NURSE	4	4,329	24.98	06	9410
RMSR	ROAD MAINTENANCE SUPERVISOR	5	3,518	20.30	06	9422
SAAD	SENIOR ACCOUNTANT-AUDITOR	4	4,078	23.53	06	8810.1
SEAT	SENIOR ACCOUNTING TECHNICIAN	3	3,127	18.04	06	8810.1
SBMT	SENIOR BUILDING MAINTENANCE TECHNICIAN	2	3,127	18.04	06	9420
SCRN	SENIOR CORRECTIONAL FACILITY RN	4	5,017	28.94	06	9410

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CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
SDPO	SENIOR DEPUTY PROBATION OFFICER	4	4,456	25.71	06	9410.PB
SRET	SENIOR ELIGIBILITY TECHNICIAN	3	3,036	17.52	06	8810.1
SEHS	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	4	4,329	24.98	06	9410
SRHS	SENIOR HOUSING SPECIALIST	3	2,777	16.02	06	8810.1
SITA	SENIOR INFORMATION TECHNOLOGY ANALYST	4	5,480	31.62	06	8810.1
SITT	SENIOR INFORMATION TECHNOLOGY SUPPORT	3	4,329	24.98	06	8810.1
SLTE	SENIOR LIBRARY TECHNICIAN	3	2,619	15.11	06	8810.4
SEPT	SENIOR PERMIT TECHNICIAN	1	2,947	17.00	06	8810.1
SEPL	SENIOR PLANNER	4	5,166	29.80	06	9410
SPMW	SENIOR PUBLIC WORKS MAINTENANCE WORKER	2	3,036	17.52	06	9422
SSAC	SENIOR SUBSTANCE ABUSE COUNSELOR	3	3,518	20.30	06	8810.1
SVWA	SENIOR VICTIM/WITNESS ADVOCATE	3	3,036	17.52	06	9410
SHCA	SHERIFF'S CAPTAIN	8	6,408	36.97	07	7720
SCSA	SHERIFF'S CIVIL SERVICES ASSOCIATE	6	3,187	18.39	6	9410
SCRS	SHERIFF'S COMMUN & RECORDS SUPERV	5	3,960	22.85	06	8810.1
SHFA	SHERIFF'S FINANCIAL MANAGER	8	5,480	31.62	07	8810.1
SHLC	SHERIFF'S LIEUTENANT - CORRECTIONS	7	5,525	31.88	06	7720
SHLO	SHERIFF'S LIEUTENANT - OPERATIONS	7	5,525	31.88	06	7720
SHRE	SHERIFF'S RECORDS CLERK	1	2,396	13.82	06	8810.1
SHSC	SHERIFF'S SERGEANT - CORRECTIONS	7	4,541	26.20	06	7720
SHSO	SHERIFF'S SERGEANT - OPERATIONS	7	4,541	26.20	06	7720
SWKR-1	SOCIAL WORKER I	4	3,127	18.04	06	9140
SWKA-1	SOCIAL WORKER I (AS)	4	3,127	18.04	06	9140
SWKC-1	SOCIAL WORKER I (CWS)	4	3,624	20.91	06	9140
SWKE-1	SOCIAL WORKER I (EMPLOY)	4	3,127	18.04	06	9140
SWKR-2	SOCIAL WORKER II	4	3,416	19.71	06	9140
SWKA-2	SOCIAL WORKER II (AS)	4	3,416	19.71	06	9140
SWKC-2	SOCIAL WORKER II (CWS)	4	3,960	22.85	06	9140
SWKE-2	SOCIAL WORKER II (EMPLOY)	4	3,416	19.71	06	9140
SWKR-3	SOCIAL WORKER III	4	3,733	21.54	06	9140
SWKA-3	SOCIAL WORKER III (AS)	4	3,733	21.54	06	9140

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SWKC-3	SOCIAL WORKER III (CWS)	4	4,329	24.98	06	9140
SWKR-4	SOCIAL WORKER IV	4	4,201	24.24	06	9140
SWKA-4	SOCIAL WORKER IV (AS)	4	4,201	24.24	06	9140
SWKC-4	SOCIAL WORKER IV (CWS)	4	4,729	27.28	06	9140
SWSA	SOCIAL WORKER SUPERVISOR (AS)	5	4,456	25.71	06	9140
SWSC	SOCIAL WORKER SUPERVISOR (CWS)	5	5,166	29.80	06	9140
SWSE	SOCIAL WORKER SUPERVISOR (EMPLOY)	5	4,201	24.24	06	9140
SACR-1	SUBSTANCE ABUSE COUNSELOR I	3	2,947	17.00	06	8810.1
SACR-2	SUBSTANCE ABUSE COUNSELOR II	3	3,221	18.58	06	8810.1
SPIN	SUPERINTENDENT OF INSTITUTIONS	8	5,646	32.57	07	9410.PB
SACO	SUPERVISING ANIMAL CARE SERVICES OFFICER	5	3,221	18.58	06	7721
SUBO	SUPERVISING BUILDING OFFICIAL	5	4,870	28.10	06	9410
SCMG	SUPERVISING CASE MANAGER	5	3,317	19.14	06	8810.1
SUPO	SUPERVISING DEPUTY PROBATION OFFICER	5	4,870	28.10	06	9410.PB
SUGC	SUPERVISING GROUP COUNSELOR	5	3,416	19.71	06	9410.PB
SLOA	SUPERVISING LEGAL OFFICE ASSISTANT	5	3,221	18.58	06	8810.1
SUME	SUPERVISING MECHANIC	5	3,733	21.54	06	9422
SUOA	SUPERVISING OFFICE ASSISTANT	5	2,697	15.56	06	8810.1
SPHN	SUPERVISING PUBLIC HEALTH NURSE	5	5,990	34.56	06	8810.1
SUFI	SUPERVISING WELFARE FRAUD INVESTIGATOR	5	4,870	28.10	06	7720
SMCK-1	SUPPLY/MAIL CLERK I	1	1,892	10.92	06	8810.1
SMCK-2	SUPPLY/MAIL CLERK II	1	2,068	11.93	06	8810.1
SYSA	SYSTEMS SUPPORT ANALYST	3	3,036	17.52	06	8810.1
TRCC	TRAINING COORDINATOR - CSS	5	3,844	22.18	06	8810.1
TRAN-1	TRANSFER ANALYST I	3	2,697	15.56	06	9410
TRAN-2	TRANSFER ANALYST II	3	3,036	17.52	06	9410
UNSH	UNDERSHERIFF	8	8,202	47.32	07	7720
VESO	VETERANS' SERVICES OFFICER	8	4,456	25.71	07	9410
VESR	VETERANS' SERVICES REPRESENTATIVE	3	2,862	16.51	06	9410
VWPM	VICTIM WITNESS PROGRAM MANAGER	8	5,480	31.62	07	9410
VWAD-1	VICTIM/WITNESS ADVOCATE I	3	2,468	14.24	06	9410

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VWAD-2	VICTIM/WITNESS ADVOCATE II	3	2,777	16.02	06	9410
WFIN	WELFARE FRAUD INVESTIGATOR	3	4,456	25.71	06	7720

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# LONGEVITY/MERIT STEP INDEX

# of Yrs Served	Index Rate	# of Yrs Served	Index Rate
Less than 1	1.0000	16	1.3800
at least 1	1.0500	17	1.3950
" 2	1.1030	18	1.4100
" 3	1.1580	19	1.4250
" 4	1.2160	20	1.4400
5	1.2160	21	1.4550
6	1.2300	22	1.4700
7	1.2450	23	1.4850
8	1.2600	24	1.5000
9	1.2750	25	1.5150
10	1.2900	26	1.5300
11	1.3050	27	1.5450
12	1.3200	28	1.5600
13	1.3350	29	1.5750
14	1.3500	30	1.5900
15	1.3650		

## TO DETERMINE AN EMPLOYEE'S MONTHLY SALARY:

<b>1ST:</b>	Determine the # of Years of Service Completed.
<b>2ND:</b>	In the Step Index Table: Refer to the "Yrs of Service" column and get the corresponding "Index Rate".
<b>3RD:</b>	Refer to the Classification System - Basic Salary Schedule and find current title of position. Multiply the "Index Rate" by the 'Base' of the position. Round up to the nearest whole dollar.

## TO DETERMINE AN EMPLOYEE'S HOURLY RATE:

<b>1ST:</b>	Determine Monthly Salary Above.
<b>2ND:</b>	Take Monthly Salary Multiply by 12 and divide resultant by 2,080. Use Standard Rounding (as defined below) to the nearest whole penny.

**Standard Rounding:** Round down if less than 5, round up if equal to or greater than 5.

# The County Of Yuba

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## PROBATION DEPARTMENT

---

JAMES L. ARNOLD  
CHIEF PROBATION OFFICER



420-11

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(530) 749-7550  
FAX (530) 749-7364

---

**TO:** Board of Supervisors

**FROM:** James L. Arnold, Chief Probation Officer

**SUBJECT:** Authorize Temporary Transfer

**DATE:** September 27, 2011

JA

### **RECOMMENDATION:**

It is recommended that your Board authorize the Chief Probation Officer to extend temporary transfer of Glen Harris to Probation Program Manager Classification at the Bi-County Juvenile Hall for a period of 12 months.

### **BACKGROUND:**

The recent retirement of the Superintendent of Institutions from the Bi-County Juvenile Hall created a vacancy in this critical position. On July 1, 2011 Glen Harris was temporarily transferred to Probation Program Manager Classification under provisions of Article Fifteen, Section 3 of the Yuba County Merit Resolutions. Authority to temporarily transfer an employee to a position having a higher salary classification is vested in the appointing authority, however is limited to a period of 90 days without specific Board authorization. Mr. Harris has performed admirably throughout his tenure with the department and has demonstrated commitment and dedication throughout his brief tenure in the Probation Program Managers role. Extension of Mr. Harris' temporary transfer to this classification is in the best interest of the department and the County.

### **DISCUSSION:**

The temporary assignment of Mr. Harris will enable us to study the facility for possible re-organization and cost savings. The continuation of his assignment will facilitate our continued efforts to provide a safe and secure facility, staffed at standards established for operation of juvenile facilities.

### **COMMITTEE ACTION:**

This matter has not been referred to committee.

### **FISCAL IMPACT:**

The continuation of the temporary assignment will not have a fiscal impact as all position allocations have been appropriated in current budgets.

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# The County Of Yuba

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## PROBATION DEPARTMENT

---

JAMES L. ARNOLD  
CHIEF PROBATION OFFICER



421-11

---

(530) 749-7550  
FAX (530) 749-7364

---

**TO:** Board of Supervisors

**FROM:** James L. Arnold, Chief Probation Officer *JA*

**SUBJECT:** Authorize Chairman to execute the Probation and School Success Program (PASS) Agreements with Marysville Joint Unified School District (MJUSD) and Wheatland School District (WSD)

**DATE:** September 27, 2011

### **RECOMMENDATION:**

Authorize execution of five agreements with Marysville Joint Unified School District and one agreement with Wheatland School District, providing for services of Deputy Probation Officers and Intervention Counselors in the Probation and Schools Success Program.

### **BACKGROUND:**

Since November 1986, the Probation Department has contracted with the Marysville Joint Unified School District to operate the Probation and Schools Success Program (PASS). Since 2003, the Probation Department has contracted with Wheatland School District to operate the PASS Program. The program provides for placement of Probation Officers and Intervention Counselors working in various district schools. Services provided include prevention, early intervention and supervision of court wards attending the various schools. Additional intervention services are extended to families and children referred by school administrators, teachers and family law courts.

### **DISCUSSION:**

This program has historically been funded by MJUSD and WSD, and both districts desire to continue the partnership for the coming fiscal year. The MJUSD Board of Trustee's has approved the contracts for Fiscal Year 2011/2012 totaling \$367,993. The WSD Board of Trustee's has approved the contract for Fiscal Year 2011/2012 totaling \$64,000.

### **COMMITTEE ACTION:**

This requires no committee action as it has been an ongoing program with both School Districts and the Yuba County Probation Department.

**FISCAL IMPACT:**

There is no County General Fund costs associated with the service staffing of the PASS program element. Absent these service agreements, additional General Fund positions would be required to carry out the mandated service functions provided by these officers. Indirect costs associated with employee supervision and fiscal management of the program would be absorbed by the department. Revenue equal to expenditures has been included in the department's 2011/2012 budget.

## AGREEMENT

This Agreement is made and entered into this 1st day of July, 2011, by and between Wheatland School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Intervention Counselor through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Intervention Counselor for 12 months beginning July 1, 2011 and ending June 30, 2012.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Intervention Counselor will provide intervention services to all students referred for program participation by the designated school administrators at Lone Tree School.
5. The Intervention Counselor will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$64,000 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Intervention Counselor assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.

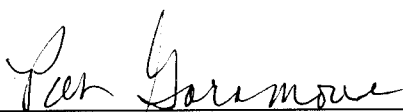
ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

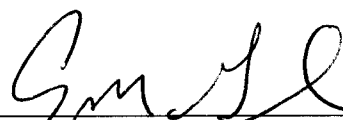
COUNTY OF YUBA:

\_\_\_\_\_  
Chairman of the Board of Supervisors

Approved as to form:

WHEATLAND SCHOOL DISTRICT:

  
\_\_\_\_\_  
Angil P. Morris-Jones  
County Counsel

  
\_\_\_\_\_  
Superintendent of Schools



ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
A	Salary: \$49,627 (Actual)	41,510
	1 – Intervention Counselor	
B.	Benefits:	
	Medicare \$720 (Actual)	
	PERS \$6,899 (Actual)	
	Health Insurance \$16,489 (Actual)	
	Unemployment Insurance \$248 (Actual)	
	Workers Compensation \$2,531 (Actual)	
	Subtotal Benefits:	<u>22,490</u>
	Total Salary and Benefits:	64,000
		\$64,000

## AGREEMENT

This Agreement is made and entered into this 23<sup>rd</sup> day of August, 2011, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2011 and ending June 30, 2012.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Covillaud Elementary, Foothill Intermediate, North Marysville and South Lindhurst Schools.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$88,223 as provided in Attachment A "PASS Budget". The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.  
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

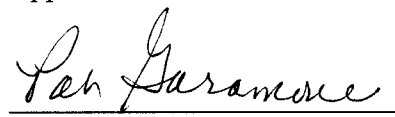
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

COUNTY OF YUBA:

\_\_\_\_\_  
Chairman of the Board of Supervisors

Approved as to form:

  
\_\_\_\_\_  
Angil P. Morris-Jones  
County Counsel

MARYSVILLE JOINT UNIFIED  
SCHOOL DISTRICT:

 8/23/11  
\_\_\_\_\_  
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT ("PASS") BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
A	Salary:	66,121
	1 - Deputy Probation Officer	
B.	Benefits:	
	Medicare	959
	PERS	12,342
	Health Insurance	6,369
	Unemployment Insurance	331
	Workers Compensation	<u>2,101</u>
	Subtotal Benefits:	22,102
	Total Salary and Benefits:	88,223
		\$88,223

### AGREEMENT

This Agreement is made and entered into this 23<sup>rd</sup> day of August, 2011, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

#### NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2011 and ending June 30, 2012.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Lindhurst High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$58,174 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.  
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.


ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

COUNTY OF YUBA:

\_\_\_\_\_  
Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED  
SCHOOL DISTRICT:

  
\_\_\_\_\_  
Angil P. Morris-Jones  
County Counsel

  
\_\_\_\_\_  
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
A	Salary:	37,513
	1 - Deputy Probation Officer	
B.	Benefits:	
	Medicare	544
	PERS	7,002
	Health Insurance	11,206
	Unemployment Insurance	188
	Workers Compensation	<u>1,721</u>
	Subtotal Benefits:	20,661
	Total Salary and Benefits:	58,174
		\$58,174

### AGREEMENT

This Agreement is made and entered into this 23<sup>rd</sup> day of August, 2011, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

#### NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2011 and ending June 30, 2012.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Marysville High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$87,869 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.



8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.

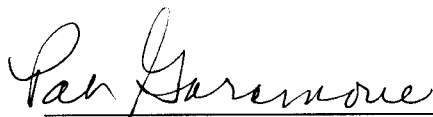
ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

COUNTY OF YUBA:

\_\_\_\_\_  
Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED  
SCHOOL DISTRICT:

  
\_\_\_\_\_  
Angil P. Morris-Jones  
County Counsel

  
\_\_\_\_\_  
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
A	Salary:	60,682
	1 - Deputy Probation Officer	
B.	Benefits:	
	Medicare	880
	PERS	11,327
	Health Insurance	12,690
	Unemployment Insurance	303
	Workers Compensation	<u>1,987</u>
	Subtotal Benefits:	27,187
	Total Salary and Benefits:	87,869
		\$87,869

### AGREEMENT

This Agreement is made and entered into this 23<sup>rd</sup> day of August, 2011, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

#### NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Intervention Counselor or Deputy Probation Officer for 12 months beginning July 1, 2011 and ending June 30, 2012.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Anna McKenney.
5. The Intervention Counselor or Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$50,808 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.  
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.


ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

COUNTY OF YUBA:

\_\_\_\_\_  
Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED  
SCHOOL DISTRICT:

  
Angil P. Morris-Jones  
County Counsel

  
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
A	Salary:	31,900
	1 - Deputy Probation Officer	
B.	Benefits:	
	Medicare	463
	PERS	4,434
	Health Insurance	12,011
	Unemployment Insurance	160
	Workers Compensation	<u>1,840</u>
	Subtotal Benefits:	18,908
	Total Salary and Benefits:	50,808
		\$50,808

### AGREEMENT

This Agreement is made and entered into this 23<sup>rd</sup> day of August, 2011, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer or Supervising Group Counselor through the Probation Department to be funded by the District;

#### NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer or Supervising Group Counselor for 12 months beginning July 1, 2011 and ending June 30, 2012.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer or Supervising Group Counselor will provide intervention services to all students referred for program participation by the designated school administrators at Yuba Gardens Intermediate School.
5. The Deputy Probation Officer or Supervising Group Counselor will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$82,919 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer or Supervising Group Counselor assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.  
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.


ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

COUNTY OF YUBA:

\_\_\_\_\_  
Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED  
SCHOOL DISTRICT:

  
\_\_\_\_\_  
Angil P. Morris-Jones  
County Counsel

  
\_\_\_\_\_  
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
A	Salary:	58,020
	1 - Deputy Probation Officer/Supervising Group Counselor	
B.	Benefits:	
	Medicare	0
	PERS	10,830
	Health Insurance	11,450
	Unemployment Insurance	290
	Workers Compensation	<u>2,329</u>
	Subtotal Benefits:	24,899
	Total Salary and Benefits:	82,919
		\$82,919





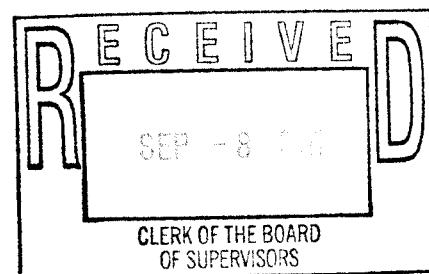
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*Mission: Dedicated to working with all members of the community to increase the economic advancement of Hispanic-Owned business in the North Valley and to assist all businesses, Hispanic and non-Hispanic, to reach the ever-growing Hispanic consumer market.*

September 8, 2011

Board of Supervisors  
County of Yuba  
915 Eighth Street, Suite 109  
Marysville, CA 95901



Dear Chairman Abe,

On behalf of the North Valley Hispanic Chamber of Commerce, Inc., I would like to request a proclamation from the Yuba County Board of Supervisors for Binational Health Week.

Binational Health Week promotes efforts from federal and state government agencies, community-based organizations, and volunteers to improve the health and well-being of underserved Latinos living in the United States. The event is held annually and promotes a weeklong series of health education.

The proclamation is intended to recognize the importance of Binational Health Week and services it offers to underserved populations during Binational Health Week, October 1 -16, 2011.

Your consideration for approval and presentation of the proclamation at the next Yuba County Board of Supervisors meeting will be greatly appreciated. I can be reached on my cell phone 530-415-1606 if you have any questions or concerns.

***Angel Diaz***

Angel Diaz  
President Emeritus

THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

**BI-NATIONAL HEALTH WEEK  
OCTOBER 1 – 16, 2011**

**WHEREAS**, the Secretariat of Health and of the Foreign Affairs of Mexico, the Ministries of Foreign Affairs of El Salvador, Guatemala, Nicaragua, Honduras, and Columbia, the Institute for Mexicans Abroad, the Mexican Social Security Institute, The National Secretariat of Migrants, the Centers for Disease Control and Prevention, California's Department of Public Health, The California Endowment, the California Health Care Foundation, the Council of Mexican Federations in North America, and the Health Initiative of the Americans, a program of the University of California at Berkeley, School of Public Health have recognized the necessity of improving access to health services for the underserved Latino population in the United States of America; and

**WHEREAS**, according to the 2009 United States Census, this country is home to more than 48.4 million people of Latino origin; and

**WHEREAS**, improving the health of mobile populations requires multiple approaches in service design, delivery funding priorities, and most fundamentally, requires strong bi-national commitment; and

**WHEREAS**, in October 2001 through 2010, the Health Initiative of the Americans, and partnering organizations convened the first ten Bi-national Health Weeks, an unprecedented effort overseen by multi-agency taskforces, which conducted health promotion and education activities for the underserved Latino population in the United States and over 1,500,000 people benefited from the health care activities; and

**WHEREAS**, this is the eleventh Bi-national Health Week that will take place October 1 – 16, 2011 which will take place in 40 states in the United States and three provinces in Canada, with the participation of the consular networks in the United States of Mexico, Guatemala, El Salvador, Honduras, Columbia, Ecuador and Peru. Additionally, during Bi-national Health Week, campaigns will be implemented to promote awareness among the underserved Latino community: Prevention of addictions and gang involvement among adolescents, oral health, obesity and diabetes, disabilities and autism awareness, and access to health care, increasing their health insurance coverage, and reducing their unmet health needs; and

**WHEREAS**, the County of Yuba acknowledges North Valley Hispanic Chamber of Commerce, Inc. and the many organizations collaborating in the organization of the Yuba-Sutter Multi-National Family Health Fair with educational health workshops and free medical screenings; and is committed to recognizing and honoring those observances that are dedicated to the best ideals of the public services, Bi-national Health Week being such a worthy observance.

**NOW, THEREFORE**, Yuba County Board of Supervisors hereby honors those efforts to improve public health, and proclaims the week of October 1 – 16, 2011 be declared, "The Eleventh Annual Bi-national Health Week."



  
CHAIRMAN

  
CLERK OF THE BOARD OF SUPERVISORS

THE COUNTY OF YUBA

BOARD OF SUPERVISORS



423-11

— P R O C L A M A T I O N —

PROCLAIMING OCTOBER 2 – 8, 2011  
NATIONAL 4-H WEEK

WHEREAS, 4-H is an organization for youth ages 5–19 that promotes hands-on, experiential learning, and welcomes youth members and adult volunteers from all backgrounds and all locations, providing opportunities to participate in the 4-H program through afterschool programs, community clubs, camps, events, conferences, and military partnership program; and

WHEREAS, 4-H emphasizes enrichment education through inquiry based learning, where youth are encouraged to discover their passions, adopt a growth mindset, practice self-reflection and set goals. 4-H projects and programs are focused around the core content of citizenship, health living, and science, engineering, and technology; and

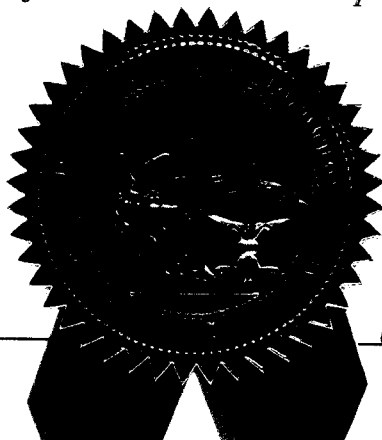
WHEREAS, recent findings from Tufts University's 4-H Study of Positive Youth Development indicate that young people in 4-H are three times more likely to contribute to their communities than youth not participating and discovered that the structured learning, encouragement and adult mentoring that 4-H'ers receive play a vital role in helping them actively contribute to their communities; and

WHEREAS, 4-H youth are a living breathing, culture changing revolution for doing the right thing, breaking through obstacles and pushing our country forward by making a measurable difference right where they live; and

WHEREAS, in Yuba County there are 11 4-H clubs with more than 160 youth members and 90 adult volunteers.

NOW, THEREFORE, the Yuba County Board of Supervisors hereby proclaims October 2 – 8, 2011 National 4-H Week in Yuba County celebrating youth who have made an impact on the community and are stepping up to the challenges of a complex and changing world, and encourage others to *Join the Revolution of Responsibility*.

  
CHAIRMAN



  
CLERK OF THE BOARD OF SUPERVISORS

142A Garden Highway  
Yuba City, CA 95991-5512  
(530) 822-7515 office  
(530) 673-5368 fax  
cagreer@ucdavis.edu  
<http://cesutter.ucdavis.edu>



**MEMORANDUM**

To: Rachel Farris  
Yuba County Board of Supervisors

From: Christopher Greer, County Director

Date: September 13, 2011

Subject: National 4-H Week

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Please consider this request to be placed on the agenda for the September 27<sup>th</sup> Board of Supervisors meeting. The week of October 2 – 8 is National 4-H Week and we appreciate your support by issuing a proclamation in recognition of this national event. Attached is an informational sheet along with our proposed proclamation.

Please call if you have any questions or comments about our request.

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# NATIONAL 4-H WEEK

OCTOBER 2-8, 2011

## DECLARING THE WEEK OF OCTOBER 2-8 NATIONAL 4-H WEEK IN THE COUNTY OF YUBA

- October 2-8 is National 4-H Week, celebrating youth who have made an impact on the community and are stepping up to the challenges of a complex and changing world.
- 4-H is an organization for youth ages 5-19 that promotes hands-on, experiential learning. 4-H welcomes youth members and adult volunteers from all backgrounds and all locations. Members have the opportunity to participate in the 4-H program through afterschool programs, community clubs, camps, events, conferences, and military partnership program.
- 4-H emphasizes enrichment education through inquiry based learning. Youth are encouraged to discover their passions, adopt a growth mindset, practice self-reflection and set goals. 4-H projects and programs are focused around the core content of citizenship, healthy living, and science, engineering, and technology.
- Recent findings from Tufts University's 4-H Study of Positive Youth Development indicate that young people in 4-H are three times more likely to contribute to their communities than youth not participating in 4-H. Tufts research discovered that the structured learning, encouragement and adult mentoring that 4-H'ers receive play a vital role in helping them actively contribute to their communities.
- 4-H youth are a living breathing, culture-changing revolution for doing the right thing, breaking through obstacles and pushing our country forward by making a measurable difference right where they live.
- In Yuba County, there are 11 clubs with more than 160 youth members and 90 adult volunteers involved in 4-H.
- Yuba County 4-H Clubs will celebrate National 4-H Week by posting window displays in local businesses to encourage others to *Join the Revolution of Responsibility*.

# NATIONAL 4-H WEEK

OCTOBER 2-8, 2011



4-H youth are a living, breathing, culture-changing Revolution for doing the right thing, breaking through obstacles and pushing our country forward by making a measureable difference right where they live.

Celebrate the uncommon commitment of 4-H'ers during National 4-H Week, and recognize the confidence, passion and practical skills that prepare them to step up to the challenges of our complex, changing world.

Learn how you can *Join the Revolution of Responsibility* at 4-H.org.

4-H is the youth development program of our nation's Cooperative Extension System.

**JOIN | THE REVOLUTION**  
**OF RESPONSIBILITY** 

Cooperative Extension Sutter-Yuba Counties  
142A Garden Hwy, Yuba City, CA 95991  
Telephone (530) 822-7515 ♦ Facsimile (530) 674-5368  
<http://cesutter.ucdavis.edu>



**Please contact the Sutter-Yuba  
4-H Office for more information  
on Clubs, Monthly Meetings  
and Projects at:**

**Cooperative Extension  
Sutter-Yuba Counties**

**142A Garden Hwy**

**Yuba City, CA 95991-5512**

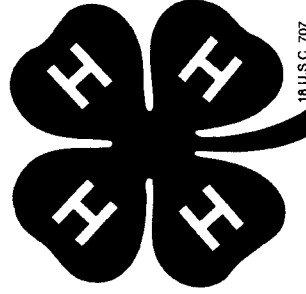
**(530) 822-7515**

**(530) 673-5368**

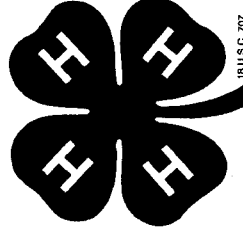
**[cesutteryuba@ucdavis.edu](mailto:cesutteryuba@ucdavis.edu)**

**<http://cesutter.ucdavis.edu>**

**University of California**  
Agriculture and Natural Resources



**4H is.....**



**FUN!**

**FRIENDS!**

**FAMILY!**

**UNIVERSITY OF CALIFORNIA  
STATEMENT FOR UNIVERSITY OF CALIFORNIA PUBLICATIONS  
REGARDING PROGRAM PRACTICES**

The University of California prohibits discrimination or harassment of any person in any of its programs or activities. (Complete non-discrimination policy statement can be found at [http://groups.ucanr.org/ANR\\_AA/files/54635.doc](http://groups.ucanr.org/ANR_AA/files/54635.doc)). Direct inquiries regarding the University's non-discrimination policies to the Affirmative Action Director, University of California, ANR, 111 Franklin St., 6th Floor, Oakland, CA 94607, (510) 987-0096, 07-2008.

# Are You Into It

?

4H offers fun, friends and learning for young people and their families. Read on to find out the many things you can do by getting into 4-H.

## Are You Into...

### Discovering New Things?

- Find out how a computer works
- Build a Rocket
- Discover Nature
- Make Fashion Clothing
- Care for a Pet
- Learn bike or ATV safety
- Explore the performing arts
- Learn how to take great pictures
- Learn about health, safety and fitness
- Build a radio
- And much, much more!

## Are you Into... Helping Others and Getting Involved in Your Community?

- Help save the environment
- Plant a garden in your neighborhood
- Visit a nursing home
- Clean-up litter along a road or in a local park

## Are you Into...

### Having Fun and Being Involved with Friends?

- Get to know the kids in your club through activities
- Participate in weekend events for teens
- Spend a week at 4H summer camp
- Attend special overnight camps
- Share what you know with others
- Take part in the fair and other county-wide events

## If Are you Into...

- Learning new things
- Meeting new people
- Having fun
- Helping others
- Getting involved in your community

# Join 4H Today and Get Into It!

## Sutter/Yuba 4H offers:

- ♦ Monthly Club Meetings
- ♦ Project Meetings
- ♦ Community Service
- ♦ Leadership Skills
- ♦ County-Wide Events
- ♦ Regional and State Events
- ♦ Citizenship
- ♦ Junior/Teen Leadership
- ♦ Scholarship Opportunities
- ♦ Public Speaking
- ♦ Record Keeping
- ♦ Achievement Awards

The **Power**  
of Youth 



*COUNTY*

*DEPARTMENTS*

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# The County of Yuba

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## DEPARTMENT OF ADMINISTRATIVE SERVICES

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DOUG McCOY - Director  
TARA REPKA FLORES - Assistant Director



424-11

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(530) 749-7880  
FAX (530) 749-7884

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**To:** Yuba County Board of Supervisors  
**From:** Tara Repka Flores, Assistant Director *TARA REPKA FLORES*  
**Date:** September 27, 2011  
**Re:** Agreement with AT&T for Ethernet access to Managed Internet Service

### Recommendation

Recommend that the Board of Supervisors approve the attached agreement with AT&T for Ethernet access to Managed Internet Service.

### Background/Discussion

The County has a need for increased bandwidth for our internet service. The current demand exceeds what our current system can offer which has resulted in slowed network connectivity, web based program errors and failed internet connections.

This new service will provide the County with two times the internet speed that is currently available at a cost savings of approximately \$300 a month.

### Committee

In order for the County to maximize its cost savings and to provide this increased bandwidth, we have bypassed committee.

### Fiscal Impact

Currently, ethernet access and internet service is approximately \$2500 a month. This agreement and pricing will provide a cost savings of approximately \$3,600 a year to the Information Technology budget.



Account Manager: Howie Caulkins  
Phone Number: 530-891-7640

Date: 7/15/2011

## Managed Internet Pricing for *County of Yuba*

Service Address: 215 Fifth St., Marysville, CA

### Pricing for 20Mbps Ethernet access to Managed Internet Service - Basic Also Known As 20Mbps EaMIS - Basic

Service Component	Quantity	Monthly	Installation
20Mbps Local Access, Optical Ethernet			
Transport (Physical Circuit at Premises)			
<b>29% Discount</b>	1	\$1,125.35	\$0.00
20Mbps Managed Internet Service-Basic			
<b>65% Discount</b>	1	\$1,081.50	\$0.00
With EaMIS Basic, the customer			
manages their own router.			
<b>Total</b>		<b>\$2,206.85</b>	<b>\$0.00</b>

With EaMIS-Basic the \$1500 TeleInstall fee is discounted 100%. A Provisioning Technical Engineer will walk you through the installation via phone.

Date Printed: 07/27/11

**AT&T Managed Internet Service  
Pricing Schedule**

Customer	AT&T	AT&T Sales Contact <input type="checkbox"/> Primary Contact
County of Yuba  915 8th Street, Suite 119 Marysville, CA 95901 USA	AT&T Corp.	HOWIE V CAULKINS 1359 E. LASSEN AVENUE CHICO, CA 95973 Telephone: 5308917640 Fax: 5303422029 Email: hc3916@wemail.att.com Branch Manager: Mitch Prather Sales Strata: Solutions Public Sales Region: Western
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: Tara Repka Flores Title: 915 8th Street Marysville, CA 95901 United States Telephone: 5307497880 Fax: Email: tflores@co.yuba.ca.us Customer Account Number or Master Account Number:	1359 E. LASSEN AVENUE CHICO, CA 95973  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>	Name: Company Name:  Telephone: Fax: Email: Agent Code:

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**APPROVED AS TO FORM****ANGIL P. MORRIS-JONES****COUNTY COUNSEL****BY: *Maria Bryant-Pollard*****AT&T and Customer Confidential Information**

Page 1 of 9

eCRM ID: 1-JNEWAA

MM7934 08/17/11

DPPC

**1. SERVICES**

- AT&T Managed Internet Service
- AT&T Private Network Transport (PNT) Service is an option of MIS and can be ordered as an MPLS PNT feature under Tables 30 and 31.
- AT&T's Acceptable Use Policy is located at <http://www.att.com/aup> or such other AT&T-designated location.

Service	Service Publication Location
AT&T MIS Service	<a href="http://new.serviceguide.att.com/portal/sqportal.portal?nfpb=true&amp;page_label=mis_page">http://new.serviceguide.att.com/portal/sqportal.portal?nfpb=true&amp;page_label=mis_page</a>
AT&T Bandwidth Services	<a href="http://new.serviceguide.att.com/index.jsp?sg=bws">http://new.serviceguide.att.com/index.jsp?sg=bws</a>

The rate and the discount for each channel ordered under this Pricing Schedule shall be stabilized as of the date of order for the remaining Term of the Pricing Schedule.

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

Pricing Schedule Term	Term Start Date
36 Months	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

**3. MINIMUM PAYMENT PERIOD**

Portion of Monthly Service Fees Applicable to Minimum Payment Period	Service Components	Minimum Payment Period
50%	All Service Components	Until end of Pricing Schedule Term, but not less than 12 months per component

**4. RATES (US Mainland, HI and Alaska<sup>†</sup> only)**

<sup>†</sup> Service in Alaska requires a separate AT&T Addendum for Service in Alaska. The rates stated in this Pricing Schedule apply to Service locations and/or Service Components in Alaska only in the event that a Service Component and/or Service location is not listed in the Addendum for Service in Alaska. In the event of the conflict between this Pricing Schedule and the Addendum for Service in Alaska, the Addendum for Service in Alaska controls.

NOTE 1: MIS w/ Managed Router Option 2 available only as described in the Service Guide.

NOTE 2: If Customer orders the MPLS PNT feature under Section I, Tables 30 and 31 as part of the MIS service, Customer will be billed for PNT transport and uplifts and all applicable taxes will be stated on the Customer's invoice.

NOTE 3: The charges for the Class of Service (CoS) feature set forth in Section I, Table 25 through 27 are waived for Sites at which Customer also maintains AT&T Business Voice over IP (VoIP) Service.

(\*) = not available with MPLS PNT

ICB = available only on an Individual Case Basis.

N/A = Not Available

**Section I: AT&T Managed Internet Service  
Access Bandwidth -**

**Table 1: Tiered T-1, NxT-1, E-1 And Frame - Flat Rate Billing Option**

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/ Managed Router Monthly Service Fee List Price	MIS w/ Managed Router Option 2 Monthly Service Fee List Price	Discount
N/A	56/64 Kbps	\$190	\$260	N/A	N/A
T-1	128 Kbps	\$225	\$295	\$285	N/A
T-1	256 Kbps	\$280	\$350	\$340	N/A
T-1	384 Kbps	\$335	\$405	\$395	N/A
T-1	512 Kbps	\$390	\$460	\$450	N/A
T-1	768 Kbps	\$410	\$480	\$470	N/A
T-1 – Frame*	1024 Kbps	\$425	\$495	\$485	N/A
T-1	T-1	\$470	\$540	\$530	N/A
E-1*	E-1	\$470	\$540	N/A	N/A
2xT-1	3 Mbps	\$850	\$1,145	N/A	N/A
3xT-1	4.5 Mbps	\$1,100	\$1,395	N/A	N/A
4xT-1	6 Mbps	\$1,250	\$1,545	N/A	N/A
5xT-1	7.5 Mbps	\$1,480	\$2,360	N/A	N/A
6xT-1	9 Mbps	\$1,715	\$2,595	N/A	N/A
7xT-1	10.5 Mbps	\$1,915	\$2,795	N/A	N/A
8xT-1	12 Mbps	\$2,190	\$3,070	N/A	N/A

v.2.3.06



# AT&T Managed Internet Service – Pricing Schedule

AT&T MA Reference No. \_\_\_\_\_  
CSM110622143150

**Table 2: – MIS N x 10 Gig Ethernet - Flat Rate Billing Option**

Speed	MIS Monthly Service Fee List Price	Discount
2x -10.0 Gbps	\$1,500,000	N/A
3x -10.0 Gbps	\$2,220,000	N/A
4x -10.0 Gbps	\$2,920,000	N/A

v.6.1.09

**Table 3: Burststable T-1**

Discount: : N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
up to 128kbps	\$270	\$340	\$330
128.01 - 256 Kbps	\$340	\$410	\$400
256.01 - 384 Kbps	\$405	\$475	\$465
384.01 - 512 Kbps	\$470	\$540	\$530
512.01 Kbps - 1.544 Mbps	\$565	\$635	\$625

v.2.3.06

**Table 4: DNS Services**

Option	Monthly Service Fee
<b>Additional Primary DNS</b> (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
<b>Additional Secondary DNS</b> (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

v.07.01.04

**Table 5: ATM And Tiered T-3**

Discount: N/A

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/Managed Router Monthly Service Fee List Price	MIS w/Managed Router Option 2 Monthly Service Fee List Price
ATM*	2 Mbps	\$590	\$885	\$840
ATM*	3 Mbps	\$850	\$1,145	\$1,100
ATM*	4 Mbps	\$1,075	\$1,370	\$1,325
ATM*	5 Mbps	\$1,125	\$1,420	\$1,375
ATM*	6 Mbps	\$1,250	\$1,545	\$1,500
ATM*	7 Mbps	\$1,415	\$2,295	\$2,000
ATM*	8 Mbps	\$1,565	\$2,445	\$2,150
ATM*	9 Mbps	\$1,715	\$2,595	\$2,300
ATM*/T-3	10 Mbps	\$1,840	\$2,720	\$2,425
ATM*/T-3	15 Mbps	\$2,465	\$3,345	\$3,050
ATM*/T-3	20 Mbps	\$3,090	\$3,970	\$3,675
ATM*/T-3	25 Mbps	\$3,725	\$4,605	\$4,310
ATM*/T-3	30 Mbps	\$4,350	\$5,230	\$4,935
ATM*/T-3	35 Mbps	\$4,990	\$5,870	\$5,575
ATM*/T-3	40 Mbps	\$5,615	\$6,495	\$6,200

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/Managed Router Monthly Service Fee List Price	MIS w/Managed Router Option 2 Monthly Service Fee List Price
T-3	45 Mbps	\$6,250	\$7,130	\$6,835

v.2.3.06

**Table 6: Burststable T-3**

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
up to 6.0 Mbps	\$1,515	\$1,810	\$1,765
6.01 - 7.5 Mbps	\$1,790	\$2,670	\$2,375
7.51 - 9.0 Mbps	\$2,065	\$2,945	\$2,650
9.01 - 10.5 Mbps	\$2,290	\$3,170	\$2,875
10.51 - 12.0 Mbps	\$2,515	\$3,395	\$3,100
12.01 - 13.5 Mbps	\$2,740	\$3,620	\$3,325
13.51 - 15.0 Mbps	\$2,965	\$3,845	\$3,550
15.01 - 16.5 Mbps	\$3,150	\$4,030	\$3,735
16.51 - 18.0 Mbps	\$3,340	\$4,220	\$3,925
18.01 - 19.5 Mbps	\$3,525	\$4,405	\$4,110
19.51 - 21.0 Mbps	\$3,715	\$4,595	\$4,300
21.01 - 45.0 Mbps	\$7,515	\$8,395	\$8,100

v.2.3.06

**Table 7: Flexible Bandwidth Billing Option - Burststable T-3**

Discount applied to MIS, MIS w/Managed Router, & MIS w/Managed Router Option 2: N/A				Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS w/Managed Router Undiscounted Monthly Fee	MIS w/Managed Router Option 2 Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
2 Mbps	\$590	\$885	\$840	\$355
3 Mbps	\$850	\$1,145	\$1,100	\$340
4 Mbps	\$1,075	\$1,370	\$1,325	\$325
5 Mbps	\$1,125	\$1,420	\$1,375	\$270
6 Mbps	\$1,250	\$1,545	\$1,500	\$250
7 Mbps	\$1,415	\$2,295	\$2,000	\$245
8 Mbps	\$1,565	\$2,445	\$2,150	\$235
9 Mbps	\$1,715	\$2,595	\$2,300	\$230
10 Mbps	\$1,840	\$2,720	\$2,425	\$225
15 Mbps	\$2,465	\$3,345	\$3,050	\$200
20 Mbps	\$3,090	\$3,970	\$3,675	\$190
25 Mbps	\$3,725	\$4,605	\$4,310	\$180
30 Mbps	\$4,350	\$5,230	\$4,935	\$175
35 Mbps	\$4,990	\$5,870	\$5,575	\$175
40 Mbps	\$5,615	\$6,495	\$6,200	\$170
45 Mbps	\$6,250	\$7,130	\$6,835	N/A

v.2.3.06

AT&T and Customer Confidential Information

Page 3 of 9

Table 8: MIS Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Undiscounted Monthly Service Fee	MIS w/Managed Router Option 2 Undiscounted Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$170	\$160
up to 128kbps	\$340	\$330
128.01 - 256 Kbps	\$410	\$400
256.01 - 384 Kbps	\$475	\$465
384.01 - 512 Kbps	\$540	\$530
512.01 Kbps - 1.544 Mbps	\$635	\$625

v.2.20.06

Table 9: MARO Burstable T-3 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Monthly Service Fee	MIS w/Managed Router Option 2 Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$800	\$790
up to 6.0 Mbps	\$1,810	\$1,765
6.01 - 7.5 Mbps	\$2,670	\$2,375
7.51 - 9.0 Mbps	\$2,945	\$2,650
9.01 - 10.5 Mbps	\$3,170	\$2,875
10.51 - 12.0 Mbps	\$3,395	\$3,100
12.01 - 13.5 Mbps	\$3,620	\$3,325
13.51 - 15.0 Mbps	\$3,845	\$3,550
15.01 - 16.5 Mbps	\$4,030	\$3,735
16.51 - 18.0 Mbps	\$4,220	\$3,925
18.01 - 19.5 Mbps	\$4,405	\$4,110
19.51 - 21.0 Mbps	\$4,595	\$4,300
21.01 - 45.0 Mbps	\$8,395	\$8,100

v.10.31.05

Table 10: MARO Features - Monthly Service Fees

Option	Monthly Service Fee List Price	Service Component Discount
Alternate Backbone Node Option - additional charges via Private Line, per Service Component	T-1: \$500	N/A
	NxT1: \$500 per T-1	
	T3: \$5,000	
	OC-3 \$12,000	
CPE Redundant Configuration Option - Per Service Component	T-1: \$120	N/A
	NxT-1: \$350	
	T3: \$540	
	OC-3: \$2,435	
Backbone Node Redundancy Option -	\$500 per T-1 Redundant Link	N/A

Option	Monthly Service Fee List Price	Service Component Discount
	\$5,000 per T-3 Redundant Link	
	\$12,000 per OC-3 Redundant Link	
Outbound Load Balancers (2) (Dual Managed Customer Routers)	T1 & NXT1: \$350 T3 & OC3: \$875	N/A

v.2.3.06

Table 11: MIS and MARO Features - Installation Fees (ICB Only)

Discount: 0.0 %

Option	Undiscounted Installation Fee List Price MIS, MIS w/Managed Router, & MIS w/Managed Router Option 2
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	\$1000

v.2.6.06

Table 12: MIS Tele – Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/Managed Router	Undiscounted MIS w/Managed Router Option 2
56 Kbps	\$1,000	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A	N/A
Ethernet	\$1,500	\$1,500*	N/A
10 Gig Ethernet	\$10,000	\$10,000**	\$10,000**

\*Available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

\*\* Subject to availability

v.10.01.08

Table 13: On-Site Installation

Discount: 0.0 %

MIS Speed	Undiscounted MIS w/Managed Router Only	Undiscounted MIS w/Managed Router Option 2 Only
56 Kbps	\$999	\$999
128 Kbps - 1.5 Mbps	\$999	\$999
NxT-1	\$999	\$999
Tiered/Full T-3	\$1,000	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000	\$10,000
Ethernet	\$1,500	N/A

v.11.08.08

AT&T and Customer Confidential Information

# AT&T Managed Internet Service – Pricing Schedule

AT&T MA Reference No. \_\_\_\_\_  
CSM110622143150

Table 14: ATM and Tiered OC-3 (ICB Only)\*

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
2 Mbps	\$590	\$885	\$840
3 Mbps	\$850	\$1,145	\$1,100
4 Mbps	\$1,075	\$1,370	\$1,325
5 Mbps	\$1,125	\$1,420	\$1,375
6 Mbps	\$1,250	\$1,545	\$1,500
7 Mbps	\$1,415	\$2,295	\$2,000
8 Mbps	\$1,565	\$2,445	\$2,150
9 Mbps	\$1,715	\$2,595	\$2,300
10 Mbps	\$1,840	\$2,720	\$2,425
15 Mbps	\$2,465	\$3,345	\$3,050
20 Mbps	\$3,090	\$3,970	\$3,675
25 Mbps	\$3,725	\$4,605	\$4,310
30 Mbps	\$4,350	\$5,230	\$4,935
35 Mbps	\$4,990	\$5,870	\$5,575
40 Mbps	\$5,615	\$6,495	\$6,200
60 Mbps	\$7,825	\$9,005	\$8,450
155 Mbps (not available with ATM)	\$17,800	\$18,980	\$18,425

v.2.3.06

Table 15: Burstable OC-3 (ICB Only)

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
Up to 35.0 Mbps	\$5,990	\$6,870	\$6,575
35.01 to 45.0 Mbps	\$7,515	\$8,395	\$8,100
45.01 to 55.0 Mbps	\$8,765	\$9,945	\$9,390
55.01 to 65.0 Mbps	\$10,025	\$11,205	\$10,650
65.01 to 75.0 Mbps	\$11,290	\$12,470	\$11,915
75.01 to 85.0 Mbps	\$12,550	\$13,730	\$13,175
85.01 to 100.0 Mbps	\$14,440	\$15,620	\$15,065
100.01 to 125.0 Mbps	\$17,590	\$18,770	\$18,215
125.01 to 155.0 Mbps	\$21,365	\$22,545	\$21,990

v.2.3.06

Table 16: Flexible Bandwidth Billing Option - Burstable OC-3 (ICB Only)

Discount applied to MIS, MIS w/Managed Router, & MIS w/ Managed Router Option 2: N/A				Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted MIS with Managed Router Option 2 Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
35 Mbps	\$4,990	\$5,870	\$5,575	\$175
40 Mbps	\$5,615	\$6,495	\$6,200	\$170
45 Mbps	\$6,250	\$7,130	\$6,835	\$170
60 Mbps	\$7,825	\$9,005	\$8,450	\$160
70 Mbps	\$8,875	\$10,055	\$9,500	\$155
80 Mbps	\$9,925	\$11,105	\$10,550	\$150
90 Mbps	\$10,975	\$12,155	\$11,600	\$150
100 Mbps	\$12,025	\$13,205	\$12,650	\$145
120 Mbps	\$14,125	\$15,305	\$14,750	\$145
144 Mbps	\$16,225	\$17,405	\$16,850	\$140
155 Mbps	\$17,800	\$18,980	\$18,425	N/A

v.2.3.06

Table 17: Tiered OC-12 (ICB Only)

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
622 Mbps	\$50,700	\$52,505

v.2.3.06

Table 18: Burstable OC-12 (ICB Only)

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 75.0 Mbps	\$11,290	\$12,470
75.01 to 150.0 Mbps	\$18,750	\$19,930
150.01 to 225.0 Mbps	\$26,215	\$27,395
225.01 to 300.0 Mbps	\$33,665	\$35,470
300.01 to 375.0 Mbps	\$40,040	\$41,845
375.01 to 450.0 Mbps	\$46,415	\$48,220
450.01 to 525.0 Mbps	\$52,715	\$54,520
525.01 to 622.0 Mbps	\$60,850	\$62,655

v.2.3.06

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# AT&T Managed Internet Service – Pricing Schedule

AT&T MA Reference No. \_\_\_\_\_  
CSM110622143150

Table 19: Flexible Bandwidth Billing Option - Burstable OC-12 (ICB Only)

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
155 Mbps	\$17,800	\$18,980	\$140
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	N/A

v.2.3.06

Table 20: Tiered OC-48 (ICB Only)

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
2.5 Gbps	\$196,000	\$199,055

v.2.3.06

Table 21: Burstable OC-48 (ICB Only)

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 1250 Mbps	\$121,500	\$124,555
1251 to 1350 Mbps	\$130,975	\$134,030
1351 to 1450 Mbps	\$140,450	\$143,505
1451 to 1550 Mbps	\$149,925	\$152,980
1551 to 1650 Mbps	\$159,400	\$162,455
1651 to 1750 Mbps	\$168,875	\$171,930
1751 to 1850 Mbps	\$178,350	\$181,405
1851 to 1950 Mbps	\$187,825	\$190,880
1951 to 2050 Mbps	\$197,300	\$200,355
2051 to 2150 Mbps	\$206,775	\$209,830
2151 to 2250 Mbps	\$216,250	\$219,305
2251 to 2350 Mbps	\$225,725	\$228,780
2351 to 2450 Mbps	\$235,200	\$238,255

v.2.3.06

Table 22: Flexible Bandwidth Billing Option - Burstable OC-48 (ICB Only)

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps	\$63,440	\$65,245	\$100
1250 Mbps	\$101,250	\$104,305	\$100
1550 Mbps	\$125,000	\$128,055	\$100
1850 Mbps	\$148,750	\$151,805	\$100
2150 Mbps	\$172,500	\$175,555	\$100
2450 Mbps	\$196,000	\$199,055	N/A

v.2.3.06

Table 23: Flexible Bandwidth Billing Option - Ethernet

Discount applied to MIS & MIS w/Managed Router: 65.0 %			Incremental Usage Fee Discount: 65.0 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
0.5 Mbps	\$390	\$460	\$940
1.0 Mbps	\$425	\$495	\$510
1.5 Mbps	\$470	\$540	\$380
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190
25 Mbps	\$3,725	\$4,605	\$180
30 Mbps	\$4,350	\$5,230	\$175
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
50 Mbps	\$6,770	\$7,815	\$165
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
75 Mbps	\$9,410	\$10,595	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
150 Mbps	\$17,065	\$18,250	\$140
155 Mbps	\$17,800	\$18,980	\$140
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120

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# AT&T Managed Internet Service – Pricing Schedule

AT&T MA Reference No. \_\_\_\_\_  
CSM110622143150

Discount applied to MIS & MIS w/Managed Router: 65.0 %			Incremental Usage Fee Discount: 65.0 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps (ICB)	\$63,440	\$65,245	\$100
900 Mbps (ICB)	\$70,875	\$73,930	\$100
1000 Mbps (ICB)	\$78,250	\$81,305	N/A

v.10.01.08

Table 24: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet

Discount applied to MIS: N/A		Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
.5 Gbps	\$42,215	\$84.43
1.0 Gbps	\$78,250	\$78.25
1.5 Gbps	\$119,625	\$79.75
2.0 Gbps	\$161,000	\$80.50
2.5 Gbps	\$196,000	\$80.25
3.0 Gbps	\$240,000	\$80.00
3.5 Gbps	\$279,125	\$79.75
4.0 Gbps	\$318,000	\$79.50
4.5 Gbps	\$356,625	\$79.25
5.0 Gbps	\$390,000	\$78.00
5.5 Gbps	\$433,125	\$78.75
6.0 Gbps	\$471,000	\$78.50
6.5 Gbps	\$508,625	\$78.25
7.0 Gbps	\$539,000	\$77.00
7.5 Gbps	\$583,125	\$77.75
8.0 Gbps	\$620,000	\$77.50
8.5 Gbps	\$656,625	\$77.25
9.0 Gbps	\$684,000	\$76.00
9.5 Gbps	\$719,625	\$75.75
10.0 Gbps	\$755,000	\$75.50

v.10.01.08

Table 25: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees

Discount: N/A

Speed	Class of Service Monthly Fee – List Price (w/ or w/out Managed Router, including Managed Router Option 2, except as indicated)
56 Kbps†	\$225
128 Kbps†	\$225

Speed	Class of Service Monthly Fee – List Price (w/ or w/out Managed Router, including Managed Router Option 2, except as indicated)
256 Kbps†	\$225
384 Kbps†	\$225
512 Kbps†	\$225
768 Kbps	\$225
1024 Kbps*	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps‡	\$2,750

(†) no real-time class available

(‡) unmanaged only

v.6.1.06

Table 26: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees  
Discount: N/A

Speed	Undiscounted MIS w/ or w/out Managed Router including Managed Router Option 2 Monthly Service Fee *
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45.0 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800

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# AT&T Managed Internet Service – Pricing Schedule

AT&T MA Reference No. \_\_\_\_\_  
CSM110622143150

Speed	Undiscounted MIS w/ or w/out Managed Router including Managed Router Option 2 Monthly Service Fee *
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 – 1000 Mbps	\$7,800
1.5 Gbps	\$7,900
2.0 Gbps	\$8,000
2.5 Gbps	\$8,100
3.0 Gbps	\$8,200
3.5 Gbps	\$8,300
4.0 Gbps	\$8,400
4.5 Gbps	\$8,500
5.0 Gbps	\$8,600
5.5 Gbps	\$8,700
6.0 Gbps	\$8,800
6.5 Gbps	\$8,900
7.0 Gbps	\$9,000
7.5 Gbps	\$9,100
8.0 Gbps	\$9,200
8.5 Gbps	\$9,300
9.0 Gbps	\$9,400
9.5 Gbps	\$9,500
10.0 Gbps	\$9,600

\*Subject to availability  
v.10.01.08

Table 27: Class Of Service Option - Installation Fees

Discount: N/A

Class of Service Undiscounted Installation Fee	\$1,000
--	---------

v.2.3.06

Table 28: MIS+NCS Option (ICB Only)

Discount: N/A

Feature	Undiscounted Monthly Service Fee MIS Only
MIS + NCS Site License Fee (3 yr)	\$1,200
MIS + NCS Site License Fee (5 yr)	\$1,050
MIS + NCS Tier 1 Support	\$100

v.04.29.02

Table 29: MIS + NCS Installation Fees (ICB Only)

Discount: 0.0 %

Feature	Undiscounted Installation Fee List Price MIS
MIS + NCS Site Preparation Fee	\$2,500

v.2.3.06

Table 30: MPLS PNT Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS, MIS w/Managed Router, and MIS w/ Managed Router Option 2
Private Line Fractional T-1 (56K – 768K)**	Fractional T-1 (56K – 768K)**	\$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	\$200
Private Line T1	T-1 (1.54 Mbps)	\$200
Private Line T3	2 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	3 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	4 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	5 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	6 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	7 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	8 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	9 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	10 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	15 Mbps (Hi Cap Flex T3 or Fractional T3)	\$1,000
Private Line T3	20 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	25 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	30 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	35 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	40 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	45 Mbps (Full T3)	\$2,000
Private Line T3	6-45 Mbps (Burstable T3)	\$2,000
Private Line OC3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC48	OC-48 (600-2500 Mbps) Flat rate, Hi-Cap Flex or Burstable	\$20,000
Ethernet	512Kbps - 1.5 Mbps	\$200
Ethernet	2 - 15 Mbps	\$1,000
Ethernet	15.01 – 45 Mbps	\$2,000
Ethernet	45.01 - 155 Mbps	\$5,000
Ethernet	155.01 - 622 Mbps	\$10,000
Ethernet	622.01 - 1000 Mbps	\$20,000

\*\* (1024K not available with MPLS PNT)  
v.10.12.07

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eCRM ID: 1-JNEWAA  
MM7934 08/17/11  
DPPC

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v.03/07/11

# AT&T Managed Internet Service – Pricing Schedule

AT&T MA Reference No. \_\_\_\_\_  
CSM110622143150

**Table 31: MPLS PNT UniLink Feature**

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS PNT and MIS PNT with Managed Router
Private Line T-1	T-1 (1.54 Mbps) Burstable T1	\$200
Private Line T-3	2- 45 Mbps (Flat Rate, Hi-Cap Flex or Burstable T3)	\$2,000
Private Line OC-3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC-12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC-48	OC-48	\$20,000
Ethernet	512 Kbps – 1.5 Mbps	\$200
Ethernet	2 - 45 Mbps	\$2,000
Ethernet	45.01-155 Mbps	\$5,000
Ethernet	155.01-622 Mbps	\$10,000
Ethernet	622.01-1000 Mbps	\$20,000

v.10.12.07

**Table 32: MultiCast Monthly Service Fee**

N/A

MultiCast Monthly Service Fee	ICB
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**Table 33: MultiCast Installation**

N/A

MultiCast Installation Fee	ICB
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## Section II: AT&T Business in a Box<sup>SM</sup>

**Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges**

Discount: N/A

Service Component/Device	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
8 Port POE Add-On	\$30
24 Port POE Add-On	\$75
8 Port Analog Module Add-On	\$35

v.5.14.09

**Table 2: On-Site Maintenance (24X7X4) Monthly Charges**

Discount: N/A

Option	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
8 Port POE Add-On	\$35
24 Port POE Add-On	\$85
8 Port Analog Module Add-On	\$40

v.5.14.09

**Table 3: Life-Cycle Management Charges - Service Charges**

Discount: N/A

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price
Move, Addition, Change to Service	\$260
Delete Service	\$500

v. 5.14.09

**Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only**

Discount: 100%

Class of Service Monthly Service Fee	\$225
--------------------------------------	-------

v.1.9.09

## Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

v.07/01/04

## Section IV Local Access Pricing

NPA/ NXX	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
530-749	Marysville, CA	Ethernet 20Mbps	\$0.00	\$1125.35

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EMPLOYEE'S NAME George Boyd  
DEPARTMENT Buildings & Grounds  
SOCIAL SECURITY #

WEEK ENDING 9/3/2011

EMPLOYEE TO COMPLETE

1	2	DAY	IN	OUT	IN	OUT	IN	OUT	IN	OUT	S/L	VAC	CTO / MGMT LV
2	3	SUN											
4	5	MON											
6	7	TUES											
8	9	WED											
10	11	THUR	6:00 AM	12:00 PM	8:00 PM	10:00 PM							2.00
12	13	FRI	6:00 AM	12:00 PM	12:30 PM	2:30 PM	6:30 PM	8:30 PM					
14	15	SAT											

TOTAL ALL HOURS 20.00

TENTATIVE HOURS TO BE PAID AT REGULAR RATE

LESS NUMBER OF HOURS FROM COLUMN 10, LINE 12

ADJUSTMENT

REGULAR HOURS WHERE OVERTIME RATE APPLIES (LINE 12 & 13)

LESS: MAXIMUM HOURS AT REGULAR RATE

OVERTIME HOURS INCLUDED IN LNE 12, COLUMN 11

HOURS TO BE PAID AT REGULAR TIME

HOURS TO BE PAID AT OVERTIME RATE

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE ABOVE COMPLETELY AND ACCURATELY DOCUMENTS THE ACTUAL HOURS WORKED DURING THIS REPORTING PERIOD.

APPROVED

NAME DATE SUPERVISOR

DEPARTMENTAL USE ONLY

1	2	3	4	5	6	7	8	9	10	11	12	13	14
REG HRS WKD	HOL HRS WKD	HOL NOT WKD	CALL BACK HRS	S/L TKN	VAC TKN	CTO/ MGMT LV TKN	FLT HOL TKN	LV W/O PAY	TOTAL ALL COL	HRS OVER 40 UP TO 3	HRS TO BE PD	COMP TIME ACRD	HOL HRS ACRD
6.00			2.00			2.00			10.00				
8.00			2.00						10.00				
14.0			4.0			2.0			20.00				



## **Armstrong, Andrea**

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**From:** Flores, Tara  
**Sent:** Friday, September 16, 2011 8:37 AM  
**To:** Thomas, Pat; McCoy, Doug; Armstrong, Andrea  
**Subject:** RE:

I recommend we go forward with this. Pat, please make sure to provide the other estimates to Andrea so we have a record of having done our due diligence even though its an emergency purchase. From a funding stand point, I further recommend the following:

As a recap, I modified our budgets to include 20,000 in fixed assets in B&G and 20,000 in fixed assets in IT, to attempt to cover these projects. At this time, I don't think this will be enough.

- 1) Pay for this and the UPS, and the first floor UPS expansion (est 10K) out of IT fixed assets (5500 + 22000 +10000).
- 2) Pay for the air conditioning in the first floor from B&G fixed assets (30,000).

Total funds available:

IT Fixed assets	20,000 (was budgeted for other items)
Additional IT	20,000
BG Additional	20,000
Total	60,000

Total Projects: \$67,500 + Contingency 6,000 = 73500

Go to board for 33500 in contingency (primarily for the UPS's) to replenish IT budget with 20K, and finish all projects. In order to go to the board we will need to have firm pricing on all products.

Tara

**Tara Repka Flores, Assistant Director**

Yuba County Administrative Services

915 8th Street, Ste 119

Marysville, CA 95901

530 749 7880 fax 530 749 7884

[tflores@co.yuba.ca.us](mailto:tflores@co.yuba.ca.us)

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**From:** Thomas, Pat  
**Sent:** Thursday, September 15, 2011 4:25 PM  
**To:** McCoy, Doug; Flores, Tara; Armstrong, Andrea  
**Subject:**

Hello,

I recommend that we proceed immediately with the purchase of the attached Office Pro 36 "Move-N-Cool" 3 ton AC unit for the Cths 3<sup>rd</sup> floor server room. As you may recall, I was instructed to immediately proceed with the purchase of a redundant AC unit for this room, as the wall-mount redundant unit failed and is worthless. This room has only one AC unit at present, and there is no way house AC will cool this room adequately.

We decided that this "Move-N-Cool" was a better option than a wall mounted split system. The acquisition of a "Move-N-Cool" is a smart way to go, as we can easily transport this unit to any server room that needs immediate emergency cooling. The cost is similar to what a wall-mounted split system would have been. Atlas Sales & Rentals is the only Sacramento Valley distributor of the Move-N-Cool systems. I received 2 other quotes from Frank Booth and WV Alton for the 5 ton version of this unit, (for another project) and their source was this same vendor, but at a higher cost. This attached price reflects our GSA pricing.

It is possible that we will receive full reimbursement for this system from the state through the Sheriff dept as part of their installation of a Verizon Server in this room. When we met with Verizon late last week regarding the addition of this server, I mentioned the increased heat-load that this server will produce, and asked if the state could reimburse us for a redundant AC unit. Both Glenda and I are awaiting a final decision on this. In any event, we need to proceed with the acquisition of this unit so we can have Jerry install it and have a back-up AC unit for this critical server room. I recommend that Andie contact Atlas Sales and proceed with creating a PO and moving forward with the purchase of this unit and the 16 inch hot exhaust kit. Prices are:

Office Pro 36 AC Unit:	\$4,957.22
Hot exhaust kit:	\$150.00
<u>Tax:</u>	<u>\$370.27</u>
Total:	\$5,477.49

Thanks.

Patrick Thomas  
Facilities Manager  
County of Yuba  
530-749-7887

**CONFIDENTIALITY NOTICE:** This e-mail and any attachments may contain confidential and privileged information for the use of the designated recipients named above. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.



AT&amp;T MA Reference No.

**MASTER AGREEMENT**

<b>Customer</b>	<b>AT&amp;T</b>
County of Yuba	AT&T Corp. or enter the International Affiliate Name
915 8th Street, Suite 119 Marysville, CA 95901 USA	
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Contact (for notices)</b>
Name: Tara Repka Flores Title: 915 8th Street Marysville, CA 95901 United States Telephone: 5307497880 Fax: Email: tflores@co.yuba.ca.us	1359 E. LASSEN AVENUE CHICO, CA 95973 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T, and continues in effect as long as Services are provided under this Master Agreement.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under Pricing Schedules attached to or referencing this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. AT&T standard service offerings are described in Tariffs, Guidebooks, Service Guides and other documents identified in this Master Agreement.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**APPROVED AS TO FORM****ANGIL P. MORRIS-JONES****COUNTY COUNSEL**BY: Maria Bryant-Pollard

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## 1. INTRODUCTION

1.1 **Overview of Documents.** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement"):

- (a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at [att.com/aup](http://att.com/aup), or other locations AT&T may designate.
- (d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; *provided that*, Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

## 2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2.2 **AT&T Equipment.** Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Software.** Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

## 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably

requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

**3.2 Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

**3.3 Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

**3.4 Internet Services.** If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

**3.5 Resale of Services.** Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

#### **4. PRICING AND BILLING**

**4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer.

**4.2 Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

**4.3 Billing.** Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer for the Services on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as provided in Section 4.2 – Additional Charges and Taxes), setoff (except as provided in Section 4.5 – Delayed Billing; Disputed Charges), or delay for any reason. At Customer's request, but subject to AT&T's consent (which may be withheld if there will be operational impediments or tax consequences), Customer's Affiliates may be invoiced separately and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or Customer's Affiliates are not creditworthy.

**4.4 Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments.

**4.5 Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls

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of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

4.6 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Customer agrees to satisfy during each 12 consecutive month period of the Pricing Schedule Term. At the end of each such 12 month period, if Customer has failed to satisfy the MARC for the preceding 12 month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period, and payment will be due in accordance with Section 4.4 (Payments).

#### **4.7 Adjustments to MARC:**

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

### **5. CONFIDENTIAL INFORMATION**

5.1 **Confidential Information.** Confidential Information means: (a) information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals.

5.2 **Obligations.** Each party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to utilize Customer's Confidential Information in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process).

5.3 **Exceptions.** The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy Laws.** Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

## 6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

**6.1 Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

### 6.2 Limitation of Liability.

- (a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.
- (b) SECTION 6.2(a) WILL NOT APPLY TO:
  - (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
  - (ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);
  - (iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR
  - (iv) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (c) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

**6.3 Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

**6.4 Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

## 7. THIRD PARTY CLAIMS

**7.1 AT&T's Obligations.** AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally

award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

**7.2 Customer's Obligations.** Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

**7.3 Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.

**7.4 Notice and Cooperation.** The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

## **8. SUSPENSION AND TERMINATION**

**8.1 Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

**8.2 Termination or Suspension of Services.** The following additional termination provisions apply:

- (a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 – Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.
- (c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).
- (d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the applicable portion of the Service. AT&T has the right; however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to



continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

- (e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

#### 8.4 **Effect of Termination.**

- (a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

#### 8.5 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach), or 8.2(c) (Materially Adverse Change); AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), Customer will not be liable for the termination charges set forth in Section 8.5(b).
- (b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services), or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows: (i) if termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP)), plus any charges incurred by AT&T from a third party (e.g., not an AT&T Affiliate) due to the termination, all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.
- (c) The charges set forth in Section 8.5(b)(i) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (ii) the upgrade is not restricted in the applicable Service Publication.

### 9. **IMPORT/EXPORT CONTROL**

The parties acknowledge that equipment, services, software, and technical information (including technical assistance and training) provided under this Agreement may be subject to import and export laws, conventions or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, services, software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations.

Customer, not AT&T, is responsible for complying with such laws, conventions and regulations for all information, equipment and software Customer transmits between countries using the Services.

## **10. MISCELLANEOUS PROVISIONS**

**10.1 Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

**10.2 Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks, or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

**10.3 Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

**10.4 Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

### **10.5 Assignment and Subcontracting.**

- (a) This Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.
- (b) In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.
- (c) Any assignment other than as permitted by this Section 10.5 is void.

**10.6 Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

**10.7 Injunctive Relief.** Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

**10.8 Legal Action.** Any legal action arising in connection with this Agreement must be filed within 2 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

**10.9 Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

**10.10 Governing Law.** This Agreement will be governed by the law of the State of California, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply. The County of Yuba shall represent the appropriate venue for all legal actions arising under this Agreement.

**10.11 Compliance with Laws.** Each party will comply with all applicable laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction.

**10.12 No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

**10.13 Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability), and Section 7 (Third Party Claims), will survive termination or expiration.

**10.14 Agreement Language.** The authentic language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

**10.15 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

## **11. DEFINITIONS**

The following terms have the meanings set forth below:

**"Affiliate"** of a party means any entity that controls, is controlled by, or is under common control with, such party.

**"Damages"** means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

**"Effective Date"** means, for any Pricing Schedule, the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

**"MARC-Eligible Charges"** means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

**"Minimum Payment Period"** means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

**"Minimum Retention Period"** means, in respect to any Service, the period of time for which Customer is required to maintain service to avoid the payment of certain credits, waived charges, or unpaid amortized charges, all as specified in the Pricing Schedule or Service Publication for that Service.

**"Service Component"** means an individual component of a Service provided under this Agreement.

**"Site"** means Customer's physical location, including Customer's collocation space on AT&T's, its Affiliate's, or subcontractor's property, where AT&T installs or provides a Service.

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# The County of Yuba

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## OFFICE OF THE COUNTY COUNSEL

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915 8<sup>th</sup> Street, Suite 111  
Marysville, California 95901



ANGIL P. MORRIS-JONES  
COUNTY COUNSEL

PATRICIA L. GARAMONE  
CHIEF DEPUTY

MARIA BRYANT-POLLARD  
DEPUTY

CHRISTINE S. DEHR  
DEPUTY


425-11 THOMAS E. FORAN  
DEPUTY

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(530) 749-7565  
FAX (530) 749-7513

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**TO:** Yuba County Board of Supervisors

**FROM:** Angil P. Morris-Jones, County Counsel 

**DATE:** September 27, 2011  
Matter Continued from Board Meeting of September 14, 2010

**SUBJECT:** Fellowship of Friends Claim For Refund Of Property Taxes

### RECOMMENDED ACTION:

Deny all eight Claims for Refund of Property Taxes as the claimant fails to state any legal reason for granting the claims for refund as required by the California Revenue and Taxation Code.

### DISCUSSION:

This matter came before you at your September 14, 2010 Board of Supervisors' Meeting. The matter before you consists of eight separate petitions filed by the Fellowship of Friends as Claims for Refund of Property Taxes for 2006-2009 (Secured and Unsecured).

On September 14, 2010, a representative of the claimant appeared at your meeting and requested that all eight Claims for Refund of Property Taxes were pulled in order for the Fellowship of the Friends to amend them.

It has been over a year since the claims were pulled off your Agenda for action. To this date the claims have not been amended nor have they been withdrawn. As it has been over a year without any contact as it relates to amending their claims, the Board is advised to take action on the claims as filed.

The California Revenue and Taxation Code provides that a taxpayer may petition the Board of Supervisors for a refund of property taxes that have been paid. However, the Board of Supervisors is only empowered to grant such taxpayer's claim for refund of property taxes when the claimant has stated one of the statutory reasons for granting the claimed refund. The reason stated by the Fellowship of Friends in paragraph 7 of each of their written petitions is:

"To keep statute of limitation open for any future refunds that may arise from property tax Exemption."

The reason cited hereinabove by the Fellowship of Friends **is not one** of the legal reasons provided by statute in the California Revenue and Taxation Code. Therefore, pursuant to the statute, in this circumstance **no order for a refund can be granted by the Board of Supervisors.**

**FISCAL IMPACT:**

The total amount of the eight claims for refund of property taxes is \$572,338. Such claims are as follows:

<b><u>TAXES CLAIMED</u></b>	<b><u>SITUS ADDRESS</u></b>	<b><u>TAX YEAR</u></b>	<b><u>REFUND REQUESTED</u></b>
1. Secured	12607 Rices Crossing Rd. Oregon House, CA 95962	2006	\$31,579.00
2. Secured	12607 Rices Crossing Rd Oregon House, CA 95962	2007.	\$32,408.00
3. Secured	12607 Rices Crossing Rd. Oregon House, CA 95962	2008	\$33,122.00
4. Secured	12607 Rices Crossing Rd. Oregon House, CA 95962	2009	\$36,005.00
5. Unsecured	12607 Rices Crossing Rd. Oregon House, CA 95962	2006	\$113,483.00
6. Unsecured	12607 Rices Crossing Rd. Oregon House, CA 95962	2007	\$113,653.00
7. Unsecured	12607 Rices Crossing Rd. Oregon House, CA 95962	2008	\$107,163.00
8. Unsecured	12607 Rices Crossing Rd. Oregon House, CA 95962	2009	<u>\$104,925.00</u> -----
<b>TOTAL AMOUNT OF CLAIMS FOR REFUND:</b>			<b>\$572,338.00</b>

COUNTY OF YUBA  
Board of Supervisors

"CLAIM FOR REFUND OF PROPERTY TAXES"

AUG 24 2010

\* Mandatory Fields

1. Assessee: Fellowship of Friends
- 2.\* Claimant Name: Fellowship of Friends
- 3.\* Claimant Mailing Address: P.O. Box 100  
Oregon House, CA 95962
- 4.\* Telephone: (530) 692-2222 ext. 8217
- 5.\* Secured: Map Book 048 Page 260 Parcel 008  
Year(s) & /Sequence #(s) 2006
- Unsecured: Bill#(s): \_\_\_\_\_  
Year(s) & /Sequence #(s) \_\_\_\_\_
6. Situs address: 12607 Rices Crossing Rd.  
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax  
Exemption
8. Amount of tax claim (if known): \$ 31,579
9. Amount of penalty claim (if known): \$
10. Total amount of claim (if known): \$ 31,579

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

- 12.\* Signature: Gregory Holman \*Date: 8-24-2010
13. Title (if applicable): President

If claim is for a company, person signing must show title (see reverse side for further instructions)

THIS FORM IS TO BE SIGNED, DATED AND RETURNED WITH PROOF OF PAYMENT FOR THE TAX YEAR(S) FOR WHICH REFUND IS CLAIMED TO:

Clerk of the Board Of Supervisors  
**County of Yuba**  
215 5th St. - Third Floor  
Marysville, CA 95901  
Phone: (530) 741-6221

FOR OFFICIAL USE ONLY

Origination of Claim:

- ☐ Assessment Appeals ☐ Exemptions
- ☐ Tax Collector ☐ Ownership

COUNTY OF YUBA  
Board of Supervisors

"CLAIM FOR REFUND OF PROPERTY TAXES"

AUG 24 2010

\* Mandatory Fields

1. Assessee: Fellowship of Friends
- 2.\* Claimant Name: Fellowship of Friends
- 3.\* Claimant Mailing Address: P.O. Box 100  
Oregon House, CA 95962
- 4.\* Telephone: (530) 692-2222 ext. 8217
- 5.\* Secured: Map Book 048 Page 260 Parcel 008  
Year(s) & /Sequence #(s) 2007
- Unsecured: Bill#(s): \_\_\_\_\_  
Year(s) & /Sequence #(s) \_\_\_\_\_
6. Situs address: 12607 Rices Crossing Rd.  
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax  
Exemption
8. Amount of tax claim (if known): \$ 32,408
9. Amount of penalty claim (if known): \$
10. Total amount of claim (if known): \$ 32,408

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

12.\* Signature: Gregory HoCman \*Date: 8-24-2010

13. Title (if applicable): President

If claim is for a company, person signing must show title (see reverse side for further instructions)

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Origination of Claim:

- ☐ Assessment Appeals ☐ Exemptions
- ☐ Tax Collector ☐ Ownership



**COUNTY OF YUBA  
Board of Supervisors**

**"CLAIM FOR REFUND OF PROPERTY TAXES"**

**\* Mandatory Fields**

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- 2.\* Claimant Name: Fellowship of Friends
- 3.\* Claimant Mailing Address: P.O. Box 100  
Oregon House, CA 95962
- 4.\* Telephone: (530) 692-2222 ext. 8217
- 5.\* Secured: Map Book 048 Page 260 Parcel 008  
Year(s) & /Sequence #(s) 2008
- Unsecured: Bill#(s): \_\_\_\_\_  
Year(s) & /Sequence #(s) \_\_\_\_\_
6. Situs address: 12607 Rices Crossing Rd.  
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax Exemption
8. Amount of tax claim (if known): \$ 33,122
9. Amount of penalty claim (if known): \$
10. Total amount of claim (if known): \$ 33,122

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

12.\* Signature: Oregory Holman \*Date: 8-24-2010

13. Title (if applicable): President

If claim is for a company, person signing must show title (see reverse side for further instructions)

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**Origination of Claim:**

- |   |                                     |
|---|-------------------------------------|
| <input type="checkbox"/> Assessment Appeals | <input type="checkbox"/> Exemptions |
| <input type="checkbox"/> Tax Collector      | <input type="checkbox"/> Ownership  |

COUNTY OF YUBA  
Board of Supervisors

"CLAIM FOR REFUND OF PROPERTY TAXES"

AUG 24 2010

\* Mandatory Fields

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- 4.\* Telephone: (530) 692-2222 ext. 8217
- 5.\* Secured: Map Book 048 Page 260 Parcel 008  
Year(s) & /Sequence #(s) 2009
- Unsecured: Bill#(s): \_\_\_\_\_  
Year(s) & /Sequence #(s) \_\_\_\_\_
6. Situs address: 12607 Rices Crossing Rd.  
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax  
Exemption
8. Amount of tax claim (if known): \$ 36,005
9. Amount of penalty claim (if known): \$ \_\_\_\_\_
10. Total amount of claim (if known): \$ 36,005

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

12.\* Signature: Gregory Holman \*Date: 8-24-2010

13. Title (if applicable): President

If claim is for a company, person signing must show title (see reverse side for further instructions)

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**County of Yuba**  
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Origination of Claim:

- ☐ Assessment Appeals ☐ Exemptions
- ☐ Tax Collector ☐ Ownership

**COUNTY OF YUBA**  
**Board of Supervisors**

**"CLAIM FOR REFUND OF PROPERTY TAXES"**

**\* Mandatory Fields**

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- 2.\* Claimant Name: Fellowship of Friends
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Oregon House, CA 95962
- 4.\* Telephone: (530) 692-2222 ext. 8217
- 5.\* Secured: Map Book \_\_\_\_\_ Page \_\_\_\_\_ Parcel \_\_\_\_\_  
Year(s) & /Sequence #(s) \_\_\_\_\_
- Unsecured: Bill#(s): 800-001-869  
Year(s) & /Sequence #(s) 2006
6. Situs address: 12607 Rices Crossing Rd.  
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax  
Exemption
8. Amount of tax claim (if known): \$ 113,483
9. Amount of penalty claim (if known): \$ \_\_\_\_\_
10. Total amount of claim (if known): \$ 113,483

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

12.\* Signature: Gregory Holman \*Date: 8-24-2010

13. Title (if applicable): President

If claim is for a company, person signing must show title (see reverse side for further instructions)

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**County of Yuba**  
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Phone: (530) 741-6221

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**Origination of Claim:**

- |   |                                     |
|---|-------------------------------------|
| <input type="checkbox"/> Assessment Appeals | <input type="checkbox"/> Exemptions |
| <input type="checkbox"/> Tax Collector      | <input type="checkbox"/> Ownership  |

COUNTY OF YUBA  
Board of Supervisors

"CLAIM FOR REFUND OF PROPERTY TAXES"

AUG 24 2010

\* Mandatory Fields

1. Assessee: Fellowship of Friends
- 2.\* Claimant Name: Fellowship of Friends
- 3.\* Claimant Mailing Address: P.O. Box 100  
Oregon House, CA 95962
- 4.\* Telephone: (530) 692-2222 ext. 8217
- 5.\* Secured: Map Book \_\_\_\_\_ Page \_\_\_\_\_ Parcel \_\_\_\_\_  
Year(s) & /Sequence #(s) \_\_\_\_\_
- Unsecured: Bill#(s): 800-001-869  
Year(s) & /Sequence #(s) 2007
6. Situs address: 12607 Rices Crossing Rd.  
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax  
Exemption
8. Amount of tax claim (if known): \$ 113,653
9. Amount of penalty claim (if known): \$ \_\_\_\_\_
10. Total amount of claim (if known): \$ 113,653

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

- 12.\* Signature: Gregory H. Cman \*Date: 8-24-2010
13. Title (if applicable): Resident

If claim is for a company, person signing must show title (see reverse side for further instructions)

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Origination of Claim:

- ☐ Assessment Appeals ☐ Exemptions
- ☐ Tax Collector ☐ Ownership

**COUNTY OF YUBA  
Board of Supervisors**

**"CLAIM FOR REFUND OF PROPERTY TAXES"**

**\* Mandatory Fields**

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- 2.\* Claimant Name: Fellowship of Friends
- 3.\* Claimant Mailing Address: P.O. Box 100  
Oregon House, CA 95962
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- 5.\* Secured: Map Book \_\_\_\_\_ Page \_\_\_\_\_ Parcel \_\_\_\_\_  
Year(s) & /Sequence #(s) \_\_\_\_\_
- Unsecured: Bill#(s): 800-001-869  
Year(s) & /Sequence #(s) 2008
6. Situs address: 12607 Rices Crossing Rd.  
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax  
Exemption
8. Amount of tax claim (if known): \$ 107,163
9. Amount of penalty claim (if known): \$ \_\_\_\_\_
10. Total amount of claim (if known): \$ 107,163

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

12.\* Signature: Gregory K. Gmca \*Date: 8-24-2010

13. Title (if applicable): President

If claim is for a company, person signing must show title (see reverse side for further instructions)

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**Origination of Claim:**

- |   |                                     |
|---|-------------------------------------|
| <input type="checkbox"/> Assessment Appeals | <input type="checkbox"/> Exemptions |
| <input type="checkbox"/> Tax Collector      | <input type="checkbox"/> Ownership  |

**COUNTY OF YUBA**  
**Board of Supervisors**

**"CLAIM FOR REFUND OF PROPERTY TAXES"**

**\* Mandatory Fields**

1. Assessee: Fellowship of Friends
- 2.\* Claimant Name: Fellowship of Friends
- 3.\* Claimant Mailing Address: P.O. Box 100  
Oregon House, CA 95962
- 4.\* Telephone: (530) 692-2222 ext. 8217
- 5.\* Secured: Map Book \_\_\_\_\_ Page \_\_\_\_\_ Parcel \_\_\_\_\_  
Year(s) & /Sequence #(s) \_\_\_\_\_
- Unsecured: Bill#(s): 800-001-869  
Year(s) & /Sequence #(s) 2009
6. Situs address: 12607 Rices Crossing Rd.  
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax  
Exemption
8. Amount of tax claim (if known): \$ 104,925
9. Amount of penalty claim (if known): \$ \_\_\_\_\_
10. Total amount of claim (if known): \$ 104,925

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

12.\* Signature: Negory H. Oman \*Date: 8-24-2010

13. Title (if applicable): President

If claim is for a company, person signing must show title (see reverse side for further instructions)

THIS FORM IS TO BE SIGNED, DATED AND RETURNED WITH PROOF OF PAYMENT FOR THE TAX YEAR(S) FOR WHICH REFUND IS CLAIMED TO:

Clerk of the Board of Supervisors  
**County of Yuba**  
215 5th St. - Third Floor  
Marysville, CA 95901  
Phone: (530) 741-6221

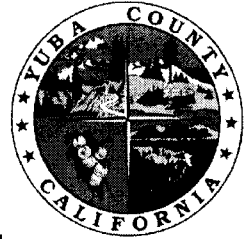
**FOR OFFICIAL USE ONLY**

**Origination of Claim:**

- |   |                                     |
|---|-------------------------------------|
| <input type="checkbox"/> Assessment Appeals | <input type="checkbox"/> Exemptions |
| <input type="checkbox"/> Tax Collector      | <input type="checkbox"/> Ownership  |

# The County of Yuba

426-11



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## Office of the County Administrator

---

**To:** Chairman and Board of Supervisors  
**From:** John Fleming, Economic Development Coordinator  
**Subject:** Request for Transfer of Appropriation for Economic Development Media Project  
**Date:** September 27, 2011

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

### Recommendation:

Staff asks the Board of Supervisors to approve an appropriation transfer in the amount of \$4,051 to complete a Government Center lobby media project.

### Background:

Staff created a "Yuba County-Gem of California" video with Ken Miller that was completed in early 2011. This video, in addition to others including the construction of New Bullards Bar Dam, the Yuba County "Champions" program, Yuba County Airport, and others, provide a video collection that will be placed in rotation in the Yuba County Government Center lobby for viewing by visitors and employees.

Staff purchased a flat-screen monitor and the required mounting equipment in FY 2010-11 for use in the lobby. The remaining \$2,051 project amount will purchase IT-recommended hardware and video server, the iCompel HD Plus High-Speed Digital Signage Appliance w/Video Capture (Black Box), to feed the video content to the lobby monitor.

### Discussion:

The acquisition of the Black Box will not only feed video to the monitor without slowing or interfering with the intranet within the Government Center as a dedicated server, it can also compartmentalize the monitor space into bulletin board segments and is capable of running different scenes or programs simultaneously. It also has the ability to be the server for other monitors that could be installed in other lobbies or conference rooms within the Government Center, or other county buildings, in the future. The Black Box system will be capable of providing emergency bulletin updates, conference room meeting schedules, and other public announcements updated in real time.

The Transfer Appropriation form also contains a minor communications cleanup item unrelated to the media project.

### Committee Recommendation

This Government Center media project item has been reported to the Board of Supervisors in economic development project update presentations but has not been reviewed by committee.

### Fiscal Impact

The cost for this project has been encumbered from FY 2010-11 and has also been budgeted within this year's economic development budget. There is no additional General Fund impact.

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. \_\_\_\_\_

*J. Sellers*

**COUNTY OF YUBA**  
**REQUEST FOR TRANSFER OR**  
**REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS**

DATE: Sept 27 20 11

DEPARTMENT CAC - Economic Development

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

**BUDGET OR ESTIMATED REVENUE**

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
101-1702-411-28-00	Spec Dept Expense	\$4,201
	(liquidate \$2,000 encumbrance)	

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-1702-411-62-00	Fixed Assets	\$4,051 ①
101-1702-411-12-00	Communications	\$ 150 ②

**FUND TRANSFERS**

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

**GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)**

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

**REASON FOR TRANSFER:**

- ① To cover costs to complete media project.  
② Budget adjustment to correct communications appropriation.

**APPROVED:**

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

County Administrator  
TITLE

Approved as to Availability of Budget Amounts and Balances  
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date





Insight Public Sector SLED  
6820 South Harl Ave  
Tempe, AZ, 85283-4318  
Tel: 8004674448

#### SOLD-TO PARTY

Yuba County Administrative Services  
Information Technology  
915 8TH ST STE 121  
MARYSVILLE, CA 95901-5273

#### SHIP-TO ADDRESS

Yuba County Administrative Services  
Information Technology  
915 8TH ST STE 121  
MARYSVILLE CA 95901-5273

### Quotation

<b>Quotation Number</b>	<b>212946586</b>	<b>Creation Date</b>	<b>06/02/2011</b>
<b>PO Number / Date</b>	:		
<b>Customer No.</b>	:	10279670	
<b>Sales Rep</b>	:	Dennis Westerfield	
<b>Email</b>	:	dwesterf@insight.com	
<b>Telephone</b>	:	800-467-4448	X 1715

Dear Jeff DeCamp,

Thank you for considering Insight to be your trusted partner in addressing your evolving IT needs. We appreciate being considered as your solution source and look forward to making IT work for you.

#### We deliver according to the following terms:

<b>Terms of Payment</b>	:	Net 30 days
<b>Ship Via</b>	:	Insight Assigned Carrier / Ground
<b>Terms of Delivery</b>	:	FOB DESTINATION
<b>Currency</b>	:	USD

Material	Description	Qty	UnitPrice	Extended Price
ICOMP-VID	iCOMPEL HD Plus High-Speed Digital Signage Appliance w/Video Capture (500GB)	1	2,873.84	2,873.84
	U.S. COMMUNITIES IT PRODUCTS & SERVICES( # RQ09-997736-42B)			
ICOMP-VID-W3	Black Box Double Diamond Extended Warranty extended service agreement - 3 years	1	625.15	625.15
	U.S. COMMUNITIES IT PRODUCTS & SERVICES( # RQ09-997736-42B)			
	CONTACT EMAIL: JDECAMP@CO.YUBA.CA.US			
	CONTACT PHONE: 5307497892			
	CONTACT NAME: JEFF DECAMP			
ICOMP-WALL	ICOMPEL WALLMOUNT KIT	1	86.80	86.80
	U.S. COMMUNITIES IT PRODUCTS & SERVICES( # RQ09-997736-42B)			
			<b>Sub Total</b>	<b>3,585.79</b>
			<b>Tax</b>	<b>244.25</b>
			<b>TOTAL</b>	<b>3,830.04</b>

Please contact us with any questions or for additional information about Insight Public Sector SLED's complete IT solution offering. Purchase orders should be made out to Insight Public Sector, Inc.. Again, thank you for considering Insight Public Sector SLED!

Sincerely,

Dennis Westerfield

Material	Description	Qty	UnitPrice	Extended Price
----------	-------------	-----	-----------	----------------

800-467-4448 Ex: 1715

dwestorf@insight.com

Fax: 480-760-7366

U.S. Communities IT Products, Services and Solutions Contract No.  
RQ09-997736-42B

Insight Public Sector (IPS) is proud to be a contract holder for the  
U.S. Communities Technology Products and Technology Services/Solutions  
Contract.

This competitively solicited contract is available to participating  
agencies of the U.S. Communities Government Purchasing Alliance. U.S.  
Communities assists local and state government agencies, school  
districts (K-12), higher education, and nonprofits in reducing the cost  
of purchased goods by pooling the purchasing power of public agencies  
nationwide. This is an optional use program with no minimum volume  
requirements and no cost to agencies to participate.

In order for Insight to accept Purchase Orders against this contract and  
honor the prices on this quote, your agency must be registered with U.S.  
Communities. Our sales teams would be happy to assist you with your  
registration. Please contact them for assistance -- the registration  
process lasts less than five minutes.

Thanks for choosing Insight!

Subject to IPS Terms & Conditions online at [www.ips.insight.com/TermsandConditions](http://www.ips.insight.com/TermsandConditions) unless purchase is being made pursuant  
to a separate written contract in which case the terms of the separate written contract shall govern.

# The County of Yuba


427-11



## Office of the County Administrator

Robert Bendorf, County Administrator  
John Fleming, Economic Development Coordinator  
Russ Brown, Communications & Legislative Affairs Coordinator  
Grace M Mull, Administrative 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  
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Email: [rbendorf@co.yuba.ca.us](mailto:rbendorf@co.yuba.ca.us)  
[jfleming@co.yuba.ca.us](mailto:jfleming@co.yuba.ca.us)  
[rbrown@co.yuba.ca.us](mailto:rbrown@co.yuba.ca.us)  
[gmull@co.yuba.ca.us](mailto:gmull@co.yuba.ca.us)  
[tcarlquist@co.yuba.ca.us](mailto:tcarlquist@co.yuba.ca.us)

TO: Yuba County Board of Supervisors  
FROM: Robert Bendorf, County Administrator   
DATE: September 27, 2011  
SUBJECT: Options available for filling Auditor-Controller position

### RECOMMENDATION

It is recommended that the Board of Supervisors receive information on current codes regulating the Auditor-Controller's Office and review available options for filling the position of Auditor-Controller and take action as appropriate.

### BACKGROUND

On August 2, 2011, the Board of Supervisors accepted a letter from the Auditor-Controller announcing his resignation / retirement, effective December 30, 2011. The Board Chairman directed the County Administrator's Office to conduct a review of some of the options available to the Board of Supervisors for filling that position.

### DISCUSSION

This staff report discusses the current qualifications for the Auditor-Controller, considerations for changes to the Auditor-Controller job specifications/requirements, consideration of interim Board actions due to the Auditor-Controller retiring prior to the end of his term and consideration for long term recommendations of the position/office of Auditor-Controller.

#### Qualifications for Auditor-Controller

The Yuba County Auditor-Controller is a countywide elected position. The person appointed or elected to the position must meet at least one of four qualifications outlined under county Ordinance Code 2.43.010:

- Be a Certified Public Accountant, or
- Possess a valid certificate or diploma of graduation from a school of accountancy, or
- Be a Certified Internal Auditor, and/or
- Served at least three years previously as a county auditor, a deputy county auditor, or a chief assistant county auditor.

This Ordinance Code was adopted from state statute, used by California counties with an elected Auditor-Controller (see attached current County Ordinance Code Section 2.43.010 and Government Code Section 26945).

## Review of California Counties

Currently 50 of California's 58 counties have Auditor-Controller offices that are independent, nonpartisan elected positions. The position and functions of the office of the Auditor-Controller provides various accounting, auditing and property tax administration services to the county government, special districts, schools, and cities. Three counties (San Francisco, Los Angeles, and San Diego) have appointed Auditor-Controller positions, and five counties (Santa Clara, Glenn, Sacramento, Mono, and Marin) have replaced that position with a Director of Finance. The charter status of six of these counties made it easier for them to shift the auditor-controller position from an elected position to one that is appointed. Six other counties have combined the elected positions of Auditor-Controller and Treasurer-Tax Collector into a single position, and six more have combined the Auditor-Controller's office with the Clerk or Clerk-Recorder responsibilities.

Over the past few years, there have been instances of California counties experiencing transitions or internal differences with the Auditor-Controller's office. In each case, the Boards of Supervisors for those counties eventually considered the handful of options available to them in such a situation, ranging from taking an as is approach to eliminating the office altogether and replacing it with a Finance Department.

Significant changes to Auditor-Controller Offices have only occurred in a handful of California counties, although more frequently (and easily) in charter counties. Only three general law counties have succeeded in converting their Auditor-Controller office to an appointed position, but in each of those cases a Director of Finance office was created that encompassed the Auditor-Controller and Treasurer-Tax Collector offices. Other possible appointments for general counties remain untested.

In early 2009, the Board of Supervisors for one central California county facing an unscheduled vacancy debated whether the Auditor-Controller should be an appointed position. They initially voted 3-2 to put a measure on the ballot that would ask voters to change the position as such. However, cost estimates for moving ahead with the elections were extremely steep, and a later vote by the Board ended the recommended ballot initiative.

## Interim Alternative

The current Auditor-Controller's term of office is January 1, 2011 through December 2014. His effective date of retirement is December 30, 2011, thus leaving approximately three years remaining for the term.

Upon review the County Administrator and County Counsel has determined only one immediate/interim alternative is available to the Board of Supervisors:

- The Board appoints a successor for the retiring Auditor-Controller effective immediately after the retirement of the current Auditor-Controller
  - That person must meet the statutory requirements of the position, as stated above.
  - This appointment, according to Government Code, is valid until the general election at which time the Governor is elected (November 2014).
  - The Government Code does not allow any election of a new Auditor-Controller to occur prior to the November 2014 election, meaning any individual appointed (or any subsequent appointments) by the Board would need to serve the entire remainder of the term.
  - This option can be achieved through a general recruitment or appointment of a qualified individual by the Board of Supervisors
  - The estimated cost for this option is limited to recruitment costs, which should be less than a thousand dollars.

Given that only a single interim option is available to the Board, it is recommended that recruitment begins immediately and direction provided to staff.

### Long Term Alternatives

There are limited long term options available to the Board, with regard to the position and structure of the Auditor-Controller's Office. Any changes impacting the elected status of the position would have to go before the voters.

Alternatives are:

- Maintain the current elected position of the Auditor-Controller and structure of the office
  - Interim appointment to complete the remainder of the term through 2014
- Maintain elected structure for the position of the Auditor-Controller but change relevant ordinances to establish stricter qualifications.
  - Again, interim appointment to complete the remainder of the term through 2014.
  - Changes to the relevant ordinances should occur prior to the effective retirement date of the current Auditor-Controller so they are in place.
- Eliminate the elected position of the Auditor-Controller and replace the position with a Finance Director.
  - Countywide election is required.
  - Structure and reporting requirements would need to be established by the Board of Supervisors.
- Change the elected Auditor-Controller position to a department head appointed by the Board of Supervisors.
  - Countywide election is required.
  - Structure and reporting requirements would need to be established by the Board of Supervisors.
- Combine the Auditor Controller position with Treasurer-Tax Collector.
  - Countywide election is required to eliminate the elected Auditor-Controller position and combine the duties with the Treasurer-Tax Collector.

### **SUMMARY**

The Board will need to take two actions before the end of 2011:

- 1) Make an interim appointment of an Auditor-Controller, who meets the qualifications defined by county ordinance. The appointment would take effect January 1, 2012. Once this appointment is made, it will remain in place until January 2015.
- 2) If desired, establish stricter qualifications for the position of Auditor-Controller prior to a call for qualified candidates.

Once the interim position is established, the Board will have time to review its long term options. Any effort to convert the Auditor-Controller to an appointed position – whether that means a straight-forward appointment, creating a Finance Director position, changing it to a Department Head position or combining it with another office – will require a ballot initiative and need approval by the voters.

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# The County Of Yuba

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## PROBATION DEPARTMENT

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JAMES L. ARNOLD  
CHIEF PROBATION OFFICER



428-11

---

(530) 749-7550  
FAX (530) 749-7364

---

SEPTEMBER 27, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: JIM ARNOLD, CHIEF PROBATION OFFICER AND CHAIR OF THE  
COMMUNITY CORRECTIONS PARTNERSHIP

RE: AB 109 IMPLEMENTATION PLAN

JA

### **RECOMMENDATIONS:**

**Recommendation #1:** Consider and adopt the attached AB 109 Implementation Plan, as the County of Yuba's Public Safety Realignment plan as required by PC 1230.1 and the Postrelease Community Supervision strategy as required by PC 3451 as added by the Postrelease Community Supervision Act of 2011 contained in AB109. This Plan contains recommendations for implementation using funds allocated by the State in a fiscally conservative manner.

**Recommendation #2:** Appoint the Sheriff as the County Correctional Administrator and authorize him to offer a home detention program, as specified in Section 1203.016 of the California Penal Code, in which inmates committed to the County Jail or other County correctional facility or inmates participating in a Work Furlough program may voluntarily participate or involuntarily be placed in a home detention program during their sentence in lieu of confinement in the County Jail.

**Recommendation #3:** Authorize the Sheriff, as the County's Correctional Administrator, to administer a home detention program, as specified in Section 1203.017 of the California Penal Code, when conditions in a jail facility warrant the necessity of releasing sentenced misdemeanor inmates prior to them serving the full amount of a given sentence due to lack of jail space, when such inmates are committed to a county jail or granted probation, or when inmates are participating in a work furlough program may be required to participate in an involuntary home detention program, which shall include electronic monitoring, during their sentence in lieu of confinement in the county jail or program under the auspices of the probation officer.

**Recommendation #4:** Authorize the Sheriff, as the County Correctional Administrator, to offer an electronic monitoring program, as specified in Section 1203.018 of the California Penal Code, to pre-trial inmates being held in lieu of bail in the County Jail or other County correctional facility.

**Recommendation #5:** Authorize the Sheriff to offer a voluntary work release program, as specified in Section 4024.2 of the California Penal Code, under which any person committed to the jail facility may participate in a work release program in which one day of participation will be in lieu of one day of confinement.

**Recommendation #6:** Approve the Sheriff and Chief Probation Officer to operate a Day Reporting Center for specified Postrelease Community Supervision clients as well as eligible work release clients as an evidence-based practice aimed at better preparing the clients to re-enter the community.

**Recommendation #7:** Authorize the Chief Probation Officer to offer an electronic monitoring and/or home detention program to individuals who are granted probation or are under postrelease community supervision as a sanction for violating supervision conditions, as specified in Sections 3453 and 3454 of the California Penal Code.

**Recommendation #8:** Endorse the use of County Parole, as outlined in Section 3074 et seq of the California Penal Code as a possible alternative to incarceration for eligible inmates.

**Recommendation #9:** Approve the funding division and summary of spending methodology outlined in the budget summary of the attached Implementation Plan.

#### **BACKGROUND:**

Section 1230.1 of the California Penal Code states: "Each county local Community Corrections Partnership established pursuant to subdivision (b) of Section 1230 shall recommend a local plan to the County Board of Supervisors for the implementation of the 2011 public safety realignment. (b) The plan shall be voted on by an executive committee of each county's Community Corrections Partnership consisting of the Chief Probation Officer of the county as chair, a Chief of Police, the Sheriff, the District Attorney, the Public Defender, presiding Judge or his or her designee, and the department representative listed in either section 1230 (b) (2) (G), 1230 (b) (2) (H), or 1230 (b) (2) (J) as designated by the county board of supervisors for purposes related to the development and presentation of the plan. (c) The plan shall be deemed accepted by the County Board of Supervisors unless rejected by a vote of 4/5ths in which case the plan goes back to the Community Corrections Partnership for further consideration. (d) Consistent with local needs and resources, the plan may include recommendations to maximize the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multiservice centers, mental health treatment programs, electronic and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs."

#### **DISCUSSION:**

The planning group of the Community Corrections Partnership has met regularly since June 1, 2011 discussing funding methodology, policies and programming necessary to implement the plan. The substantive policy and operational plan, without specific budget detail was voted on and approved at the August 24, 2011 meeting of the Community Corrections Partnership and the Executive Committee of the CCP approved the attached plan on September 7, 2011.



**FISCAL IMPACT:**

The fiscal impact of the Realignment Act of 2011 is unknown at this time. The state has allocated \$1,212,888 to Yuba County, purported to cover the costs of realignment for FY 2011-12. It is the intent of CCP to be fiscally conservative and take an incremental approach to implementation. There is no anticipated impact on the general fund based on the information currently provided by California Department of Corrections and Rehabilitation and the Dept of Finance.

**COMMITTEE ACTION:**

None. In lieu of bringing the matter to the Law and Justice Committee, a workshop was conducted with the full Board on September 20, 2011.

**Attachments**

Attachment A	AB 109 Implementation Plan 2011
Attachment B	§§1203.016, 1203.017, 1203.018, 3074 et seq, 3450 et seq, and 4024.2 of the California Penal Code



*Clerk's copy  
For the Record*

# **AB109**

## **Yuba County Implementation Plan 2011**



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### Attachments

- Attachment 1 – AB 109 Incarceration Groups
- Attachment 2 – Felony Conviction Sentencing Options
- Attachment 3 – Realignment Responsibilities and Exceptions
- Attachment 4 - Realignment Implementation Process Overview
- Attachment 5 – Realignment Service Options

## SUMMARY OF RECOMMENDATIONS

The Executive Committee submits the following recommendations to the Yuba County Board of Supervisors.

Recommendation #1: Consider and adopt the 2011 Implementation Plan herein, as the County of Yuba's Public Safety Realignment plan as required by PC 1230.1 and the Postrelease Community Supervision strategy as required by PC 3451 as added by the Postrelease Community Supervision Act of 2011 contained in AB109. This Plan contains recommendations for implementation using funds allocated by the State in a fiscally conservative manner.

Recommendation #2: Appoint the Sheriff as the County Correctional Administrator and authorize him to offer a home detention program, as specified in Section 1203.016 of the California Penal Code, in which inmates committed to the County Jail or other County correctional facility or inmates participating in a Work Furlough program may voluntarily participate or involuntarily be placed in a home detention program during their sentence in lieu of confinement in the County Jail.

Recommendation #3: Authorize the Sheriff, as the County's Correctional Administrator, to administer a home detention program, as specified in Section 1203.017 of the California Penal Code, when conditions in a jail facility warrant the necessity of releasing sentenced misdemeanor inmates prior to them serving the full amount of a given sentence due to lack of jail space, when such inmates are committed to a county jail or granted probation, or when inmates are participating in a work furlough program may be required to participate in an involuntary home detention program, which shall include electronic monitoring, during their sentence in lieu of confinement in the county jail or program under the auspices of the probation officer.

Recommendation #4: Authorize the Sheriff, as the County Correctional Administrator, to offer an electronic monitoring program, as specified in Section 1203.018 of the California Penal Code, to pre-trial inmates being held in lieu of bail in the County Jail or other County correctional facility.

Recommendation #5: Authorize the Sheriff to offer a voluntary work release program, as specified in Section 4024.2 of the California Penal Code, under which any person committed to the jail facility may participate in a work release program in which one day of participation will be in lieu of one day of confinement.

Recommendation #6: Approve the Sheriff and Chief Probation Officer to operate a Day Reporting Center under evidence-based principles for specified Postrelease Community Supervision clients already in the community as well as eligible work release clients in order to better prepare the clients to re-enter the community.

Recommendation #7: Authorize the Chief Probation Officer to offer an electronic monitoring and/or home detention program to individuals who are granted probation or are under postrelease community

supervision as a sanction for violating supervision conditions, as specified in Sections 3453 and 3454 of the California Penal Code.

Recommendation #8: Endorse the use of County Parole, as outlined in Section 3074 et seq of the California Penal Code as a possible alternative to incarceration for eligible inmates.

Recommendation #9: Approve the funding division and summary of spending methodology outlined in the budget summary on page 17.

## OVERVIEW OF 2011 PUBLIC SAFETY REALIGNMENT ACT (AB109/AB117)

In an effort to address overcrowding in California's prisons and assist in alleviating the state's financial crisis, the Public Safety Realignment Act (Assembly Bill 109) was signed into law on April 4, 2011. AB109 transfers responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. Implementation of the Public Safety Realignment Act is scheduled for October 1, 2011.

Additionally, Section 1230.1 of the California Penal Code is amended to read "Each county local Community Corrections Partnership established pursuant to subdivision (b) of Section 1230 shall recommend a local plan to the County Board of Supervisors for the implementation of the 2011 public safety realignment. (b) The plan shall be voted on by an executive committee of each county's Community Corrections Partnership consisting of the Chief Probation Officer of the county as chair, a Chief of Police, the Sheriff, the District Attorney, the Public Defender, presiding Judge or his or her designee, and the department representative listed in either section 1230 (b) (2) (G), 1230 (b) (2) (H), or 1230 (b) (2) (J) as designated by the county board of supervisors for purposes related to the development and presentation of the plan. (c) The plan shall be deemed accepted by the County Board of Supervisors unless rejected by a vote of 4/5ths in which case the plan goes back to the Community Corrections Partnership for further consideration. (d) Consistent with local needs and resources, the plan may include recommendations to maximize the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multiservice centers, mental health treatment programs, electronic and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs."

On July 26, 2011, the Yuba County Board of Supervisors approved the Yuba County Probation Department's request to designate them as the county agency responsible for implementing postrelease community supervision as specified in Section 3451 of the California Penal Code as added by the Postrelease Community Supervision Act of 2011.

On August 23, 2011, the Board of Supervisors designated Health and Human Services Department Director Suzanne Nobles as the remaining department representative to the executive committee.

Key elements of AB109 include:

Target Population: AB 109 addresses three distinct target populations. The first population is the Post Release Community Supervision (PRCS) population. The population consists of those who are released back to the community after serving a term in State's Prison. This population was previously placed on a grant of parole which was supervised by State Parole. Supervision of this population is now the responsibility of local probation departments and is inclusive of offenders with a current commitment

for a non-violent, non-serious, non-sex offense regardless of any prior violent felony conviction under PC 667.5(c), a prior serious felony conviction under PC 1192.7(c), or registerable offenses pursuant to Penal Code Section 290. (see Attachments 1 and 2)

The second target population are offenders who will serve their felony prison commitments locally in county jail instead of a State Prison. The population that will serve their prison sentences locally includes the non-violent, non-serious, non-sex offender group. After release, these offenders will not be supervised under either State or local probation parole. (See Attachments 1 and 2)

The third target population are released offenders who will remain under State Parole supervision. These are offenders with current commitments for violent or serious felony offenses, or offenders classified as "high risk sex offenders". Parolees who violate the terms of their parole cannot be returned to State's Prison; rather, any parole violation term will be served in the local county jail. (See Attachments 1 and 2)

The California Department of Correction and Rehabilitation (CDCR) estimates Yuba County's "average daily population" (ADP) of these offenders will be:

- 106 Postrelease community supervision
- 18 Parole and postrelease community supervision violators in jail on revocations in the first year, with an estimate of 19 incarcerated at any one time by Year Four
- 78 Sentenced to local prison commitments under AB109 in the first year, with an estimate of 94 under sentence at any one time by Year Four

At some point in time during Fiscal Year 2011-12, up to 106 offenders will be on postrelease community supervision to Probation, requiring the full range of supervision, sanctions and service resource available through the department. This population becomes a local responsibility as of October 1, 2011 when the Postrelease Community Supervision Act of 2011 is implemented. **These estimates are based upon data provided by CDCR; however, the Community Corrections Partnership Executive Committee anticipates the actual population to be greater than the State projections.**

Additional key elements of AB109 include:

- Redefining Felonies: Revises the definition of 500 + felony offenses to mandate that the crimes are punishable in local county jail for the same length of term as was previously served in State's Prison. Offenders convicted of committing serious felonies or violent felonies, and those who must register as sex offenders will continue to serve their terms in State's Prison. In addition, approximately 60 other felony offenses will also qualify for terms in State's Prison. (See Attachment 3).

- Local Postrelease Community Supervision: Offenders released from state prison on or after October 1, 2011 after serving a sentence for an eligible offense shall be subject to, for a period not to exceed 3 years, postrelease community supervision provided by a county agency designated by that county's Board of Supervisors.
- Revocations Heard & Served Locally: Postrelease community supervision and parole revocations will be served in local jails (by law maximum revocation sentence is up to 180 days), with the exception of paroled 'lifers' who have a revocation term of greater than 30 days. The Courts will hear revocations of postrelease community supervision while the Board of Parole Hearings will conduct parole violation hearings in jail until July 1, 2013 after which the Courts will assume responsibility of all revocations hearings.
- Changes to Custody Credits: Jail inmates will be able to earn four days of credit for every two days served. Time spent on home detention (i.e., electronic monitoring) is credited as time spent in jail custody.
- Alternative Custody: Penal Code Section 1203.018 authorizes electronic monitoring for pre-trial inmates being held in the county jail in lieu of bail. Eligible inmates must first be held in custody for 60 calendar days post-arraignment, or 30 calendar days for those charged with misdemeanor offenses.
- Community-Based Punishment: Authorizes counties to use a range of community-based punishment and intermediate sanctions other than jail incarceration alone or traditional routine probation supervision.

An Implementation Process Overview has been developed to define the new target populations and respective processes as the offenders move through the criminal justice system (Attachment 4).



## Summary of Realignment Components & Local Legislative Recommendations

<b>Population Affected (as of effective date of AB109)</b>	<b>Component of Public Safety Realignment</b>	<b>Local Legislative Recommendations</b>
<b><i>Released from State Prison</i></b>	State prisoners serving sentences for non-violent, non-serious and non-sex offenses with one of these offenses in their criminal history will be placed on county postrelease community supervision instead of state parole. The Court will adjudicate violations of county postrelease community supervision	Recommendation that the Board designate Probation as the agency responsible for supervision of prison inmates under postrelease community supervision, including administration of home detention and electronic monitoring program for postrelease community supervision offenders and probationers.
<b><i>On State Parole</i></b>	Violations of State Parole will be adjudicated by Board of Parole Hearings inside County Jail.	
<b><i>Currently Held Pretrial in County Jail</i></b>	Certain inmates may be released pre-trial on electronic monitoring.	Recommendation that the Board designate Sheriff as the Correctional Administrator of electronic monitoring for inmates.
<b><i>Currently Sentenced in County Jail</i></b>	Certain inmates may be placed on home detention and/or work release.	Recommendation that the Board designate the Sheriff as administrator of Home Detention and work release program for sentenced inmates.
<b><i>Realigned Local Incarceration and Postrelease Community Supervision Population</i></b>	Establish outcome measures related to local incarceration inmates and postrelease community supervision populations (per AB109).	
<b><i>Realigned Local Incarceration and Postrelease Community Supervision Population</i></b>	Existing AB109 and SB678 funding formula and allocation methodology do not appear to adequately fund the County's actual cost of managing the AB109 offender population and fiscally penalizes Yuba County's effective community supervision practices.	Recommendation that the Board approve the funding formula and allocation methodology summarized in Budget Summary section on page 17.

## **LOCAL PLANNING AND OVERSIGHT**

### **COMMUNITY CORRECTIONS PARTNERSHIP**

In the last two years, there have been statewide efforts to expand the use of evidence based practices in sentencing and probation practices, and to reduce the state prison population. SB 678 (2009) established a Community Corrections Partnership (CCP) in each county, chaired by the Chief of Probation, charged with advising on the implementation of SB 678 funded initiatives. AB109 (2011) established an Executive Committee of the CCP charged with development of a 2011 Realignment Plan that will recommend a county-wide programming plan for the realigned population, for consideration and adoption by the Board of Supervisors

The CCP Executive Committee will advise on the progress of the Implementation Plan. Chaired by the Chief Probation Officer, the CCP Executive Committee will oversee the realignment process and advise the Board of Supervisors in determining funding and programming for the various components of the plan. Voting members of the Executive Committee include: Judge Debra Givens; Chief Probation Officer Jim Arnold; County Sheriff Steve Durfor; District Attorney Patrick McGrath; Marysville Chief of Police Wally Fullerton; Public Defender Ben Wirtschafter; and Director of County Social Services Suzanne Nobles. This plan was developed by CCP Executive Committee members, their designees and other key partners.

The planning group has met regularly since June 1, 2011 discussing funding methodology, policies and programming necessary to implement the plan. The substantive policy and operational plan, without specific budget detail was voted on and approved at the August 24, 2011 meeting of the CCP.

### **NEW POPULATIONS AND FUNDING**

Probation has been particularly aggressive in providing innovative, quality alternatives to incarceration and post-release services. Probation has operated the Adult Offender Work Program and a Community Service program. Probation has worked with the Court to maintain Drug Court and Proposition 36 Court and supervision of those clients without funding. With the implementation on SB 678, Probation was able to further begin providing evidence-based supervision utilizing a risk and needs assessment, provided individual counseling at no cost to probationers, in-house cognitive behavioral therapy (Drug and Alcohol, Theft Awareness, Anger Management, 52-week Batterers' Treatment program) and individual counseling to jail inmates at no cost. Probation in conjunction with the Court implemented a violation of probation action plan to expedite the revocations of probation with the end result of probationers spending less time in jail. Probation has been heavily involved in finding residential treatment programs for probationers. Local partners will continue to implement evidence based models and implement promising new practices to responsibly meet the diverse needs of these additional individuals.

## PROJECTED POPULATION

The State has estimated that Yuba County will assume responsibility for approximately 200 additional offenders at any point in time across all agencies by FY 2012-2013. This population is diverse and includes offenders who have been convicted of property, public order, drug, and domestic violence offenses, and gang-involved offenders. Of these 200 people, it is anticipated that at any one time an average daily population of approximately 84 offenders will be serving a sentence of local incarceration or sanctioned to other custodial/programmatic options.

## PROJECTED FUNDING

The formula establishing statewide funding allotments for AB109 implementation in Fiscal Year (FY) 2011-12 assumes \$25,000 per offender for six months of local incarceration, with each of these offenders allocated \$2,275 for rehabilitative services while incarcerated or in alternative incarceration programs. This same level of funding will be made available for parole violators serving a 60-day revocation, albeit on a pro-rated basis. Offenders on postrelease community supervision are funded at \$3,500 per person for community supervision and \$2,275 per person for rehabilitative services (for a maximum of 18 months). The above formula establishing a statewide allotment was developed by the State Department of Finance and agreed to by County Administrative Officers (CAO) and California State Association of Counties (CSAC). The projected funding falls short of the amounts listed above as Yuba County is receiving \$5,030 per offender.

The level of local funding available through AB109 is based on a weighted formula containing three elements:

- 60% based on estimated average daily population (ADP) of offenders meeting AB109 eligibility criteria
- 30% based on U.S. Census Data pertaining to the total population of adults (18-64) in the County as a percentage of the statewide population
- 10% based on the SB 678 distribution formula

Based on this formula Yuba County is projected to receive \$1,212,888 for FY 2011-12 to serve approximately 200 additional offenders at any point in time. This funding includes:

Postrelease Community Supervision (PCS)/local incarceration	\$1,005,858
AB109 Planning grant	\$ 100,000
AB109 Training and implementation activities	\$ 70,975
District Attorney/Public Defender (PCS representation)	\$ 36,055
<b>TOTAL</b>	<b>\$1,212,888<sup>1</sup></b>

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<sup>1</sup> Yuba County Courts received a separate allocation through the Administrative Office of the Courts in the amount of \$88,413 to cover the cost of hearing/handling new revocation of supervision matters.

The funding formula is based on an October 1, 2011 implementation through June 30, 2012 and is for the first year only. CSAC/CAO's and the Department of Finance will revisit the formula for future years.

Yuba County continues to be negatively impacted by statewide budgeting formulas for criminal justice reforms (i.e., SB 678 and AB 109). This formula rewards counties that historically over-rely on prison incarceration and lack of supervision of probationers and penalizes counties like Yuba County that have created local criminal justice strategies designed to increase public safety and reduce victimization without relying solely on incarceration. The Executive Committee recommends that Yuba County and CSAC lobby legislative representatives to change the formula to create economic incentives that support counties who have effective strategies in place and award funds to counties based on the county's evidence based practice success rather than their county population or percentage of the prison population.

AB 109 becomes operative October 1, 2011. State funding will be provided to counties after their Realignment Plan is approved by the Board of Supervisors. Annually, state funding is allocated to Yuba County's Community Corrections Performance Incentives Fund (CCPIF). This fund was established by SB 678 (2009), the California Community Corrections Performance Incentives Act. SB 678 gives broad discretion to probation departments in selecting and implementing evidence-based practices to maximize return on investment and improve outcomes with more effective supervision of probationers, which ultimately impacts commitments to state prison. Probation's use of evidence-based supervision practices has successfully reduced the number of probationers being sent from Yuba County to state prison for probation violations, from a three-year average of 61 (2006-2008) to 55 in 2010. In 2011 that commitment number to state prison is projected to be further reduced to 48. Probation anticipates receiving a one-time grant of \$100,000 for FY 2011-2012. These funds will be directed toward services and support for existing probationers (totaling approximately 650).

## **PROPOSED IMPLEMENTATION STRATEGIES**

The proposed strategies that follow take into consideration the multifaceted needs of the AB109 population, and the resources necessary to achieve desired public safety outcomes. A cornerstone of all of these strategies is a validated risk and needs assessment and Individualized Case plan made possible through STRONG (Static Risk and Offender Needs Guide) that is being implemented with guidance from Assessment.com. and administered by Probation and shared with relevant partners. The offender is then referred to the appropriate intervention strategy (See Attachment 5). Further, as part of this implementation process, Probation is in the process of developing a "strategy implementation blueprint" to help guide the complex process of connecting policies to explicit operations that can be measured for performance.

## I. SHERIFF'S DEPARTMENT – COUNTY JAIL INMATES

The Sheriff's Department (YCSD) believes it will see jail population increases of at least 8 inmates per month for the first 9 months followed by some leveling off. YCSD also estimates it will continue to admit at least 6 inmates a month on new commitments of people who would otherwise have gone to state prison. The 78 inmate figure referenced earlier in the report derives from State estimates of parole and postrelease community supervision violators serving revocations in jail and offenders sentenced to local incarceration on new charges. The additional inmates include (1) those convicted of a felony now sentenced to 16 months, 2 years, or 3 years in county jail in lieu of state prison; (2) the additional number of people in county jail who are pretrial; (3) violators of postrelease community supervision; (4) violators of state parole up to 180 days (an exception is that paroled lifers with revocation terms greater than 30 days will serve time in state prison); and (5) postrelease community supervisees sanctioned with flash incarceration of up to 10 days for each violation. **These estimates are based upon data provided by CDCR; however, the Community Corrections Partnership Executive Committee anticipates the actual population to be greater than the State**

### *PROPOSED STRATEGIES FOR COUNTY INMATES*

To address these projected increases, the YCSD will maximize county jail capacity and utilize alternatives to incarceration. By expanding the Sheriff's authority in the use of home detention and electronic monitoring and work release, the Board of Supervisors will provide additional alternatives to incarceration to be utilized for both the pretrial and sentenced populations.

The Sheriff's Department operates one jail with a 432-bed capacity. People convicted of non-serious, non-violent, and non-sex offense felonies will serve sentences in the county jail. This change is prospective and will apply to anyone who is convicted on or after October 1, 2011. Typically these sentences will be 16 months to three years; this is longer than the average 90-day sentence currently served in California county jails. Enhanced and consecutive sentences may create even longer sentences. AB109 changes how credits for good time and work time are calculated from one day of good time and one day of work time for every six days served in jail to one day of good time and one day of work time for every 4 days served in jail. This means that inmates will be required to serve 50% of their sentence in custody, minus any credits for time served prior to their sentence as determined by the Court, instead of two-thirds of their sentence, which is the current law. This change will help mitigate, to some degree, the impact of longer sentences being served in the jail. Further, all postrelease community supervision revocations and almost all parole revocations will be served locally. AB109 encourages the use of flash incarceration up to 10 days in county jail for postrelease community supervisees who violate their community supervision terms. Further analysis is necessary once AB109 is implemented to accurately determine the impact on jail beds and alternative incarceration programs.

### *ALTERNATIVES TO INCARCERATION:*

YCSD will increase reliance on alternatives to incarceration in order to manage anticipated population increases under AB109. These additional alternatives provided for by AB109 legislation include involuntary home detention and electronic monitoring for the pretrial population. Penal Code Section 1203.018 will allow YCSD to release pre-trial prisoners being held in lieu of bail in the county jail to an electronic monitoring program under specific circumstances. The Sheriff and the District Attorney may prescribe reasonable rules and regulations under which such a program will operate. Specific eligibility criteria will limit the number and type of pre-trial prisoners eligible for this program. Additionally, AB109 provides legal mechanisms to use alternatives to incarceration for sentenced populations. In Yuba County, these alternatives will include electronic monitoring, home detention, work release and a day reporting center offering substance abuse services, parenting classes, general education (GED), and employment counseling and services. County Parole<sup>2</sup> (pursuant to Section 3074 et seq of the California Penal Code) is another alternative that may be made available to jail inmates.

An inmate may be provided multiple services as determined by their individual needs. All jail programming and alternatives to incarceration managed by the Sheriff will be made available to AB109 offenders providing they meet eligibility criteria and space is available. Once an offender has been sentenced to the county jail, staff will review the program and services the prisoner is participating in and develop a timeline and plan for the prisoner, if eligible, to transition from the county jail to an appropriate alternative to incarceration. Decisions regarding this plan will consider in-custody behavior, participation and progress in jail programs and services, the pre-sentence report, available risk assessment reports, court commitment, eligibility based on current charges and prior convictions, and availability of the alternatives to incarceration best suited for the prisoner. YCSD will supervise people in alternative to incarceration programs through a highly visible community presence and random site checks. YCSD will provide a swift response if a person absconds or violates conditions of their participation in the program. Increased staffing for work release and electronic monitoring will likely be needed to ensure strong enforcement and maximize community safety.

## **II. DISTRICT ATTORNEY / PUBLIC DEFENDER**

### *IMPACT OF REALIGNMENT ON THE YUBA COUNTY DISTRICT ATTORNEY'S OFFICE AND PUBLIC DEFENDER'S OFFICE*

Realignment will have a significant impact on operational resources and policy decisions within the Yuba County District Attorney's Office (YCDA), which in turn will have impacts on the resources and personnel of the Public Defender's office. Three major impacts are anticipated:

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<sup>2</sup> By statute, the County Board of Parole Commissioners is a three-person board consisting of the Sheriff, the Chief Probation Officer and a member of the public named by the Presiding Judge of the Superior Court. Eligible inmates in the county jail may make application to the board for a grant of *supervised* parole. The sentencing Judge shall be notified of any application and may make recommendation to the Board which the Board must carefully consider.

First, the complex provisions of AB 109 amount to an amendment to California's Penal Code affecting the definition of felony crime, placing sentencing restrictions on 500+ felony crimes, and mandating sentences be served in county jail as opposed to a State facility. These changes will greatly impact prosecutorial policy regarding case charging decisions which could mandate that a felony commitment be served in a State facility instead of the county jail. Consequently, based on the criminal history and facts underlying a current offense, a defendant may be charged with additional sentencing enhancements with correspondingly serious sentencing impacts in order to ensure such a result. Such cases will result in additional court appearances, longer time to case resolution, and the likelihood of an increase in the trial rate. These in turn will increase pressure on staff resources and the caseloads of the respective agencies and of the Superior Court.

Second, AB 109 creates significant case resolution options in non-violent, non-serious, and non sex offender cases heretofore unknown to the criminal justice system. Both YCDA and Public Defender personnel must develop expertise in alternative sentences and work closely with criminal justice partners to ensure effective sentencing for these cases without reliance on incarceration and the corresponding impact on jail capacity. In addition, YCDA will need to develop effective sentencing approaches which balance both the needs assessments of the offender, the risk to public safety, and the rights of crime victims. Public Defender personnel will be responsible for designing alternative sentencing strategies and identifying clients who are eligible for programs under AB 109.

Third, YCDA will now be responsible for reviewing and prosecuting violations of both felony hybrid sentence supervision under PC 1170(h)(5) and postrelease community supervision. For PRCS cases jurisdiction of the Board of Parole Hearings (BPH) is being transferred to the Yuba County Superior Court and those postrelease community supervision violation hearings will be handled by YCDA. Representation will be provided by the Public Defender's office.

### **III. SUPERIOR COURT – PAROLE AND POSTRELEASE COMMUNITY SUPERVISION VIOLATIONS**

#### *PROJECTED ADDITIONAL NUMBER OF REVOCATION CASES*

Under AB117, a budget trailer bill accompanying the 2011 Budget Act, the Superior Court's role in criminal realignment previously outlined under AB109 has been substantially narrowed to handle only the final revocation process for offenders who violate their terms or conditions of postrelease community supervision or parole. The Court will assume responsibility for postrelease community supervision revocation hearings beginning in October 1, 2011. AB117 also delays the Court's role in revocation proceedings for persons under state parole supervision and serious and violent parole violations until July 1, 2013. According to state estimates, the total parole and post-release supervision population expected to be serving revocations sentences in local custody is estimated to be 19 on any given day by year four of realignment. The state budget appropriated funds for the Judicial Branch to undertake this new function and Yuba County's allocation will be \$88, 413. The Judicial Branch is also

developing the implementation plan and final revocation procedures which will be completed by September 4, 2011.

#### **IV. PROBATION**

##### *PROJECTED ADDITIONAL NUMBER OF OFFENDERS ON POSTRELEASE COMMUNITY SUPERVISION*

The Probation Department estimates there will be 106 offenders during the initial phase of realignment each day on county postrelease community supervision. These include inmates released from state prison who would have otherwise been placed on state parole and offenders who have served their prison sentences locally in jail. This number on postrelease community supervision is projected to grow to an estimated 106 during the coming fiscal year.

##### *PROPOSED STRATEGIES FOR POSTRELEASE SUPERVISEES*

Probation has been designated as the county agency responsible for administering programs directed to the postrelease community supervision population. This includes the full range of options for community supervision spanning intensive community supervision (with routine home visits), home detention with electronic monitoring, day reporting, outpatient behavioral health treatment (e.g., substance abuse, mental health, sex offender, batterer's intervention), urinalysis testing, cognitive behavioral interventions, community service, family strengthening strategies, pre-trial services (assessments and supervision planning pending release from prison or jail), referral to education, vocational training/employment services and housing resources, and imposition of up to 10 days jail as a sanction for violating supervision conditions.

##### **Postrelease Community Supervision**

The term of postrelease community supervision will not exceed three years, and individuals may be discharged following as little as 6 months of successful community supervision. Supervisees may be revoked for up to 180 days; all revocations will be served in the local jail. Postrelease community supervision shall be consistent with evidence-based practices demonstrated to reduce recidivism, and Probation may impose appropriate terms and conditions, appropriate incentives, treatment and services, and graduated sanctions.

Probation has invested heavily in establishing evidence-based supervision and intervention practices proven effective in reducing recidivism and improving outcomes. At the heart of evidence-based practices are concepts of risk, need and responsivity (the practice of assessing and identifying criminogenic risk factors contributing to ongoing criminal behavior, which can be changed through application of culturally, developmentally and gender appropriate interventions, teaching new skills and building on offender strengths to mitigate criminality).



Probation will create specialized supervision with responsibility for intensive supervision of the postrelease community supervision population. These staff will administer the STRONG risk/needs assessment tool to every postrelease community supervisee – consistent with the above referenced principles – and ultimately develop an individual case plan. This action will guide supervision intensity, treatment/program referrals, case management efforts and offender activities. The STRONG assessment was chosen because of its long history of utilization and rigorous evaluation/validation with adult offender populations.

Additionally, a system of rewards and responses is being developed for use with the postrelease community supervision population, and ultimately will drive intervention decisions with all offenders under supervision. The use of the rewards and response decision matrix will provide guidance to probation officers regarding the type of intermediate sanction to impose in responding to violations. This strategy requires probation officers to consider offender risk and criminogenic need factors, severity of the violation, and their behavior before determining the most appropriate graduated response. A key component of successfully implementing AB109 relies on creating an effective violation hearings process combined with consistent imposition of graduated sanctions in response to violations of supervision conditions. Conversely, when an offender achieves a certain milestone in supervision (e.g., completes substance abuse treatment) the probation officer needs to identify an appropriate reward (incentive). This matrix establishes a decision-making structure for Probation staff to ensure consistency in responses to violations. A methodology of this type is important given the fact a provision in AB109 allows discharge of postrelease community supervision following six months of violation-free supervision. Use of this program by Probation reaffirms the agency's commitment to evidence-based practices and public safety.

Given the anticipated high-risk level of postrelease community supervision offenders, Probation projects additional Deputy Probation Officers are needed to provide more intensive supervision of this offender cohort, proposed at a ratio of 50:1. The proposed ratio recognizes the reality of fiscal constraints; American Probation and Parole Association (APPA) standards recommend a 20:1 caseload ratio given the assessed risk level of the supervised population.

Collaborative case planning is the focal point of this active engagement approach involving the offender, his/her family, probation officer, law enforcement and multiple service providers (e.g. housing, employment, vocational training, education, physical health, nutritional supports, behavioral health, and pro-social activities). Individual factors such as strengths, risk factors, needs, learning style, culture, language and ethnicity are integral to determination of appropriate interventions and services. In addition to these important considerations, the STRONG will determine the level of supervision the probationer requires and identify the type of evidence based treatment and services the probationer needs to be successful on supervision, promoting dual goals of reducing the risk of re-offense and increasing pro-social functioning and self-sufficiency.

Another key element of enhanced supervision with the AB109 population includes an emphasis on actively engaging the offender's family in the supervision process. A family-focused model, tapping into available positive supports in the client's social ecology and building capacity within the family has proven effective in improving outcomes with high risk offenders. Probation has pioneered a "victim impact statement" to inform sentencing recommendations in presentence reports, and case management activities. Family strengthening and cognitive skill building programs will be utilized to enhance supervision. Additionally, Probation will partner more extensively with Health and Human Services to ensure children of offenders are receiving needed services and that coordination of intervention activities and service delivery occurs to maximize efficiency and increase potential for intervening successfully with intergenerational criminality. This will include coordination with the Department of Health and the Human Services, along with the Marysville Joint Unified School District (MJUSD), other school districts and the County Office of Education as well as appropriate community and faith based agencies to address service needs. As well, Probation will be partnering with Child Support Services to assist offenders with child support obligations in obtaining employment and negotiating reasonable support payments that provide necessary financial support to families. This action promotes more responsible behavior on the part of the offender and aids in removing barriers that non-payment of support obligations causes in terms of restricting access to driving privileges, obtaining education and vocational training, etc.

Additionally, educational deficits will be addressed through assessment of offender needs. A GED program is provided when appropriate. Offenders transitioning out of local incarceration can continue educational programming initiated while in the Sheriff's custody when they are released to community supervision.

In addition to the intensive supervision and collaborative case planning mentioned above, Probation will actively explore a variety of alternatives to incarceration for use in managing the postrelease community supervision population and responding to violations. Probation will draw upon this experience to craft appropriate alternative custody options to address criminogenic risk factors, hold the offender accountable, and enhance community safety.

## **V. HEALTH AND HUMAN SERVICES**

Central to the success of individuals and their families are individualized support services provided by the Health and Human Services Department (HHSD). HHSD will provide services and access to benefits and programs to some of these 106 people who will be out of custody on post-release community supervision. Further, the HHSD will provide care coordination, individualized client-based services and referrals to treatment to some of the anticipated 200 individuals who will be out-of-custody and under post-release community supervision.

## PROPOSED STRATEGIES FOR HUMAN SERVICES

- *CalWORKs* - Cash assistance and welfare-to-work services for low-income adults with dependent children.
- *CalFresh* (formerly Food Stamps) - A monthly benefit that can be used to purchase food.
- *MediCal* - Health coverage for low-income children, pregnant women, seniors and persons with disabilities. Individuals who are screened for Medi-Cal and determined to be ineligible are referred to other state and local subsidized health care programs, primarily the County Medical Services Program (CMSP).
- *Services for seniors and persons with disabilities* - A range of community-based services including in-home supportive services, adult protective services, and linkages to transportation, legal services, food resources, and socialization programs.
- Most of these services and benefits are mandated by federal, state or local law, meaning that anyone who meets the program eligibility criteria is entitled to be served. Applications are accepted in person, by mail, fax, phone and/or online, depending on the program. The online application at [www.C4yourself.com](http://www.C4yourself.com) can be used to apply for CalWORKs, CalFresh, and Medi-Cal and the C4Yourself website can be accessed from any computer that is connected to the Internet. The AB109 population will have access to all services for which they are eligible.

## PROPOSED STRATEGIES FOR TREATMENT AND HEALTH SERVICES

CMSP's Low Income Health Program is evolving to become the reformed, integrated system outlined in the federal Affordable Health Care Act. The client's "Health Home," will act as a portal of entry into the larger system of care and will guide the client through their identified treatment plan. If a probationer has a primary care medical concern they will be enrolled in the county's program to provide medical care to uninsured and underinsured residents.

HHSD does not anticipate the need for new resources to serve this population through its regular processes. HHSD is willing to arrange a one-time training for community-based organizations designated to work with the AB109 population on how to utilize the C4Yourself application portal. However, new resources may be needed if any sort of special access to services is required for the AB109 population, (e.g., pre-release eligibility determinations or scheduled intake appointments).

## PROPOSED OUTCOMES

This policy initiative (and the intervention strategies articulated in the local Public Safety Realignment plan) is intended to improve success rates of offenders under supervision resulting in less victimization and increased community safety. Accomplishing this in the most cost efficient manner and employing proven correctional and justice system practices, is emerging as the primary strategic goal of the initiative.

## OUTCOMES MEASURES

The Realignment Plan seeks to achieve the following three outcomes:

- Implementation of a streamlined and efficient system in the County of Yuba to manage our additional responsibilities under realignment. .
- Implementation of a system that protects public safety and utilizes best practices in recidivism reduction.
- Implementation of a system that effectively utilizes alternatives to pre-trial and post-conviction incarceration where appropriate.
- To achieve these outcomes, Yuba County partners will develop and track several outcome measures.

Examples of potential outcome measures include:

- Yuba County partner feedback on effectiveness of mechanisms in place to collaboratively address realignment issues as they arise.
- Recidivism rates for non-violent, non-serious, non-sex offenders
- Recidivism rates for parolees now under Yuba County jurisdiction
- Number and type of offenders sentenced to county jail and prison
- Number and type of offenders sentenced to probation or alternative programs

Potential measures will be discussed and developed among the Yuba County partners before the October 1, 2011 beginning of realignment, (or be developed by an outside source).

## PROPOSED BUDGET SUMMARY

This budget summary is simplistic by design and is not intended to exclude any of the partners in the Community Corrections Partnership; however, dividing the allocation into a number pots by percentage of the whole is imprudent. The impact of AB 109, the services that will be needed and the extent those services will be needed is unknown at this time. Instead, the Sheriff and Probation Departments will split

the total allocation 50/50<sup>3</sup>. The County Local Revenue Fund 2011 and required subaccounts, as required by Section 30025 et seq of the California Government Code, will be established pursuant to statute.

Costs for the Day Reporting Center and the services provided there will be shared costs by both departments as will the costs of data collection and evaluation. The Sheriff's Department will need funding to cover the costs associated with the expanded Sheriff's Work Alternative Program, the costs of increased incarcerations for the new inmates that would have previously been sentenced to state prison, parole violators, and flash incarceration, and for electronic monitoring. Probation will need funding to supervise and provide services to the postrelease community supervision clients. This includes assessments, case management, electronic monitoring and a myriad of services

Both departments recognize that services beyond their capabilities will be needed from the County Office of Education, Mental and Public Health Departments, the Auditor and Personnel Departments among others, but intend to contract for those services or pay a fee for services received as opposed to dividing the funding before the extent of the impact is known. This method should serve to protect the Sheriff and Probation Departments as well as the service providers from an inequitable percentage allocation.

A quarterly report of expenditures will be provided to the County Administrator and adjustments, if necessary, will be made as funding need is identified.

## **IMPLEMENTATION GOALS**

### Overall implementation goals include:

- ▶ Proceed with a phased, incremental approach
- ▶ Be fiscally conservative
- ▶ Sheriff and Probation should partner where possible
- ▶ Maintain a certain number of jail beds dedicated to ICE for revenue purposes

### Immediate needs for first 90 days:

- ▶ Transfer and expand the work release program (PC 4024.2)
- ▶ Prepare for Postrelease Community Supervision population
  - Bring back laid off (1) DPO on October 3rd and hire (1) Probation Aide
- ▶ Seek electronic monitoring authority and capability
  - PC 1203.016, 1203.017, 1203.018, PRCS, Evidence Based Practices

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<sup>3</sup> It should be noted that the District Attorney, Public Defender and the Courts have received separate allocations meant to cover their costs of AB 109 Implementation.

- ▶ Identify site for day reporting center, electronic monitoring and work release
- ▶ Expand existing electronic monitoring contract or establish new contract
- ▶ Identify existing Sheriff's Office staff to dedicate to AB 109 programs
  - No new staff at this time
- ▶ Determine equipment costs
- ▶ Develop the data collection and evaluation process/capability

Beyond the first 90 days:

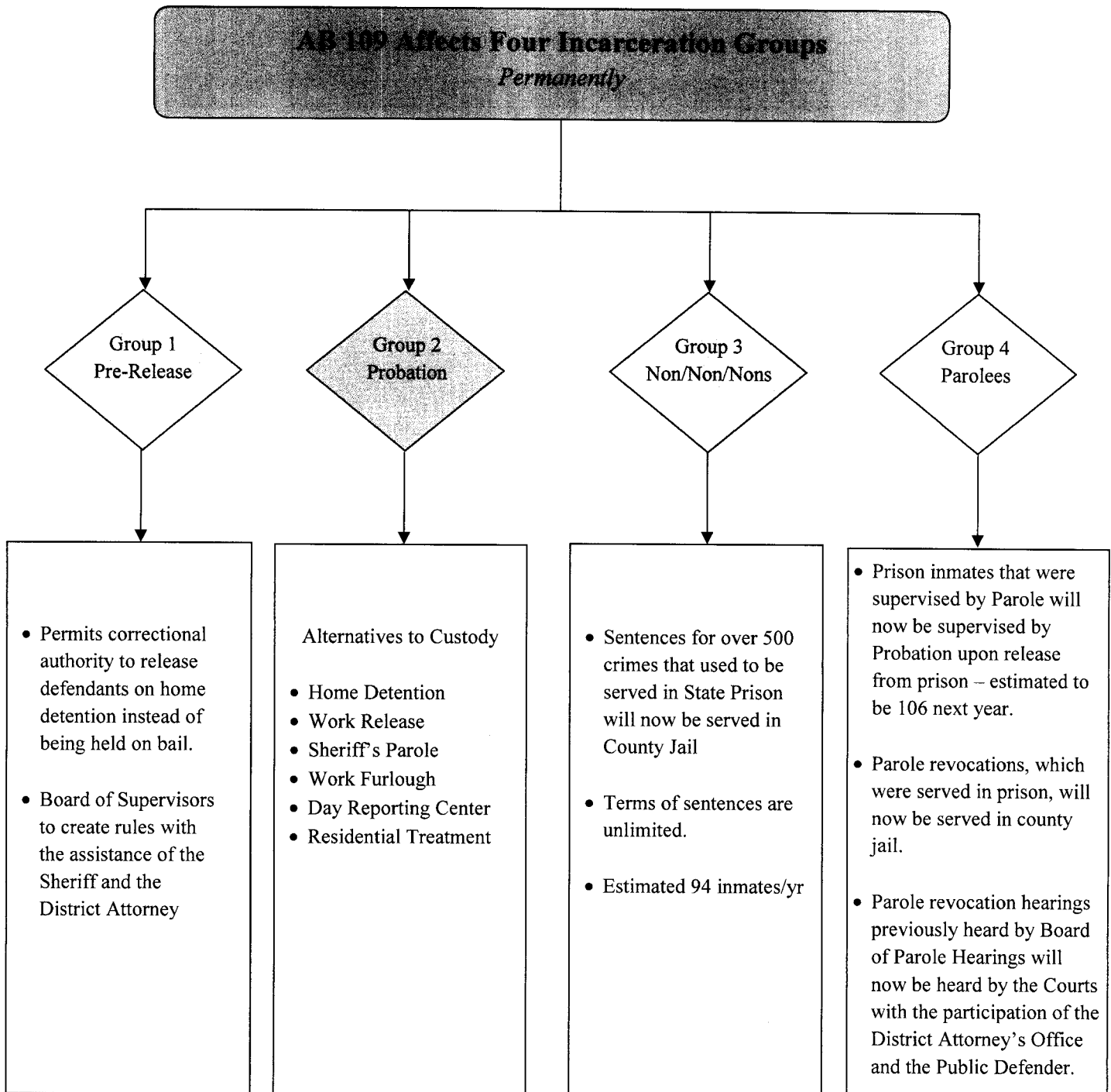
- ▶ Day Reporting Center (DRC)
  - Combined Purpose of PRCS, SB678 and work release
    - Classes (GED, Life Skills, DV, Anger Mgt., Substance Abuse, Family Dynamics/Parenting, Job Readiness, etc)
    - Assessments; assist with birth certificate acquisition, SSN, employment, housing, benefits, health
- ▶ Hire (1) Deputy Probation Officer
- ▶ Pre-Trial Release
  - Home detention on EM
  - Possible assessment to aid court in Pre-Trial Releases
- ▶ County Parole
  - Develop County Parole Board pursuant to PC 3074

## **REVIEW PROCESS**

Development of the goals, objectives and strategies is only the first step in this Implementation Plan. Reviewing the effectiveness of strategies and monitoring the progress toward attaining the goals requires an ongoing process. As implementation advances, outcome measurements will be assessed and future meetings of the Community Corrections Partnership (CCP) and Executive Committee will examine the need to make adjustments to this plan. Additionally, reacting to future funding changes will require adjustments. It is the intent of the CCP and Executive Committee that the plan be reviewed and updated as needed; moreover, at least annually, prior to the beginning of the new fiscal year.

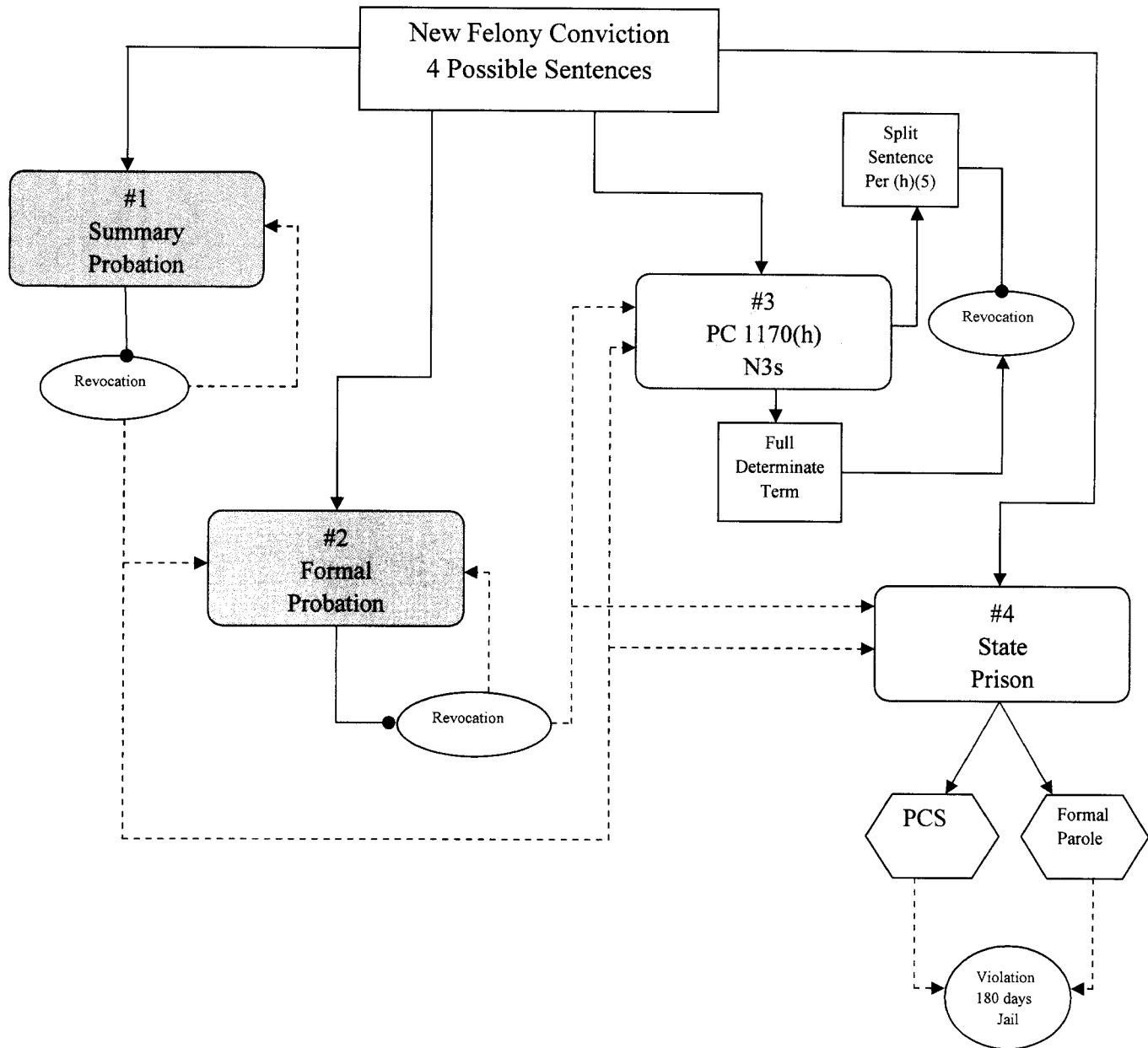
## GLOSSARY OF TERMS

AB109	Public Safety Realignment Act of 2011
APPA	American Probation and Parole Association
AOWP	Adult Offender Work Program
BPH	Board of Parole Hearings
CalWORKs	Cash assistance and welfare-to-work services for low-income adults with dependent children
CalFresh	(formerly Food Stamps) - a monthly benefit that can be used to purchase food.
CAO	County Administrative Officers
CCP	Community Corrections Partnership
CCPIF	Community Corrections Performance Incentive Fund
CSAC	California State Association of Counties
DRC	Day Reporting Center
EBP	Evidence Based Programming
EM	Electronic Monitoring
FTE	Full-Time Equivalent
GPS	Global Positioning System
HD	Home Detention
HHSD	Health and Human Services Department
Medi-Cal	Health Coverage for low-income children, pregnant women, seniors and persons with disabilities
PC	California Penal Code
PCS or PRCS	Postrelease Community Supervision
PD	Yuba County Public Defender
PV	Probation or Postrelease Community Supervision Violation
STRONG	Static Risk and Needs Guide
SWAP	Sheriff's Work Alternative Program
UA	Urinalysis sample
YCHD	Yuba County Health Department
YCDA	Yuba County District Attorney
YCSD	Yuba County Sheriff's Department





AB 109  
FELONY CONVICTION SENTENCING OPTIONS



**REALIGNMENT**

(updated 9/17/11)

Offense Type	Prison term done at		Supervised by	VOParole time	
	CDCR	Jail		CDCR	Jail
Three Strikes or other life Sentence	X		CDCR	X	
Two Strikes Sentence	X		CDCR		X
"High Risk Sex Offenders"	X		CDCR		X
Fresh violent Felony	X		CDCR		X
Prior violent Felony*	X		Probation*		X
Fresh serious Felony	X		CDCR		X
Prior serious Felony*	X		Probation*		X
290 registrant (fresh/prior)	X		Probation		X
Fresh felony on Exceptions List	X		Probation		X
All other felonies		X	Probation		X

\* = But not if def sentenced under three strikes law

The courts will eventually be taking over parole violation hearings – but not Until July 2013.

**Exceptions List:**

67, 68, 85, 86, 92 & 93, 165	PC	Bribing / Accepting Bribes – Legislature, local, judicial
113 & 114	PC	False documents for citizenship
141(b)	PC	Plant Evidence
186.11 / 186 .22, .26, .33	PC	White collar enhancement / Street gang enhancements
191.5(c)(1)	PC	Vehicular Manslaughter While Intoxicated
222	PC	Using drugs to commit felony
243.7, 243.9, 245(d)	PC	Assaults on Jurors, peace officers
266a, e, f, h, i, j,	PC	Various types of abduction, pimping, etc
272(b)	PC	Luring, etc., minor away from home
273a & 273ab	PC	Felony child abuse
273.5	PC	Domestic violence
298.2, 299.5	PC	Submitting false DNA specimens
347	PC	Poisoning food
368b	PC	Elder Abuse
417(c) & 417.8	PC	Brandishing a firearm at peace officer
424 & 504/514	PC	Misappropriate/embezzle public funds
452	PC	Arson of inhabited structure/property
598c & d	PC	Horse meat crimes
646.9	PC	Stalking
653f(b)	PC	Solicitation for murder
4532	PC	Escape
12021/12021.1	PC	Firearm by prohibited person
12303.2	PC	Explosive devices

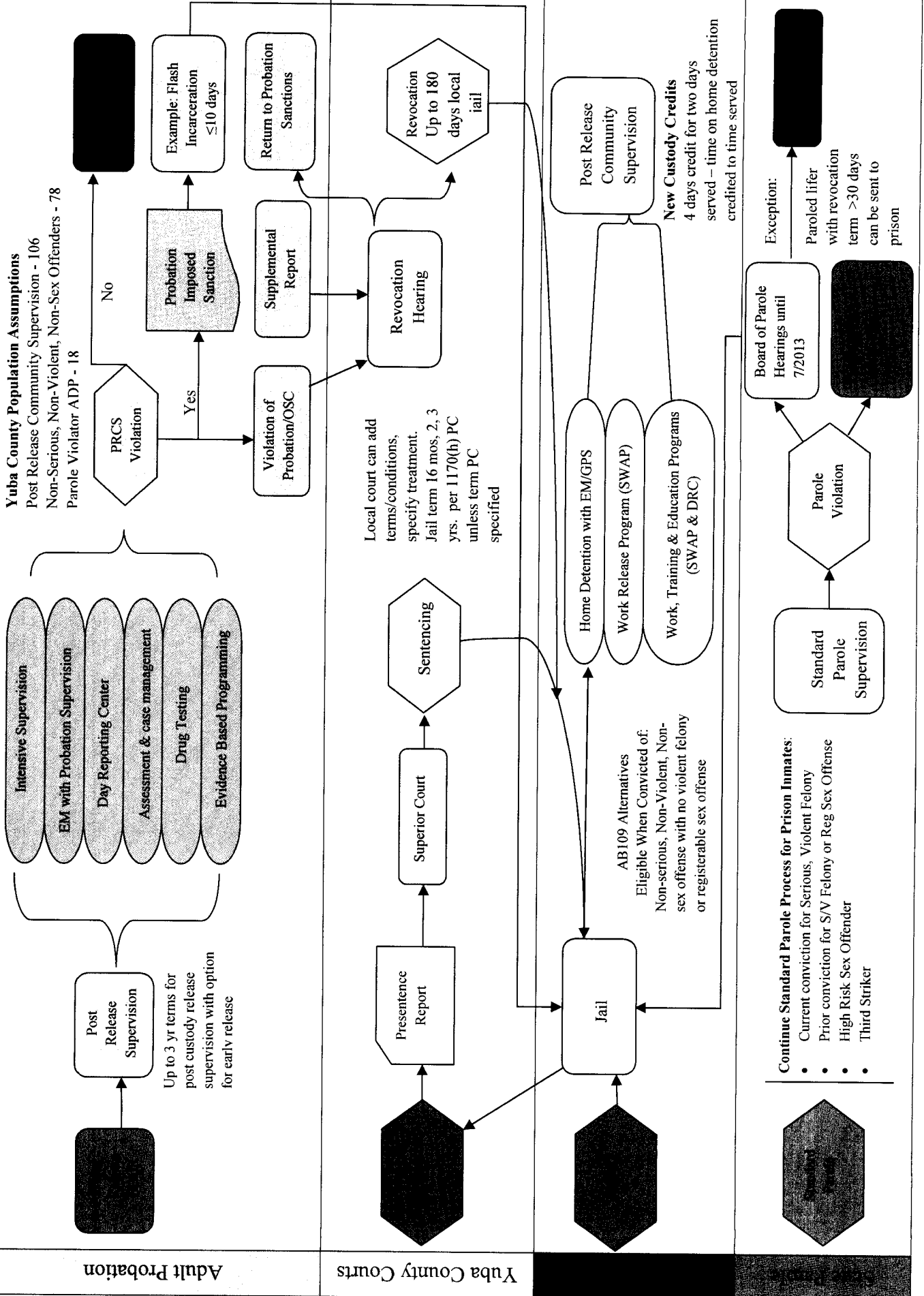
11353, 11354, 11361, 11380(a)	HS	Inducing drug use by minor / giving, selling drugs to minor
11370.1	HS	Drugs & firearms
120291	HS	Knowingly expose someone to HIV

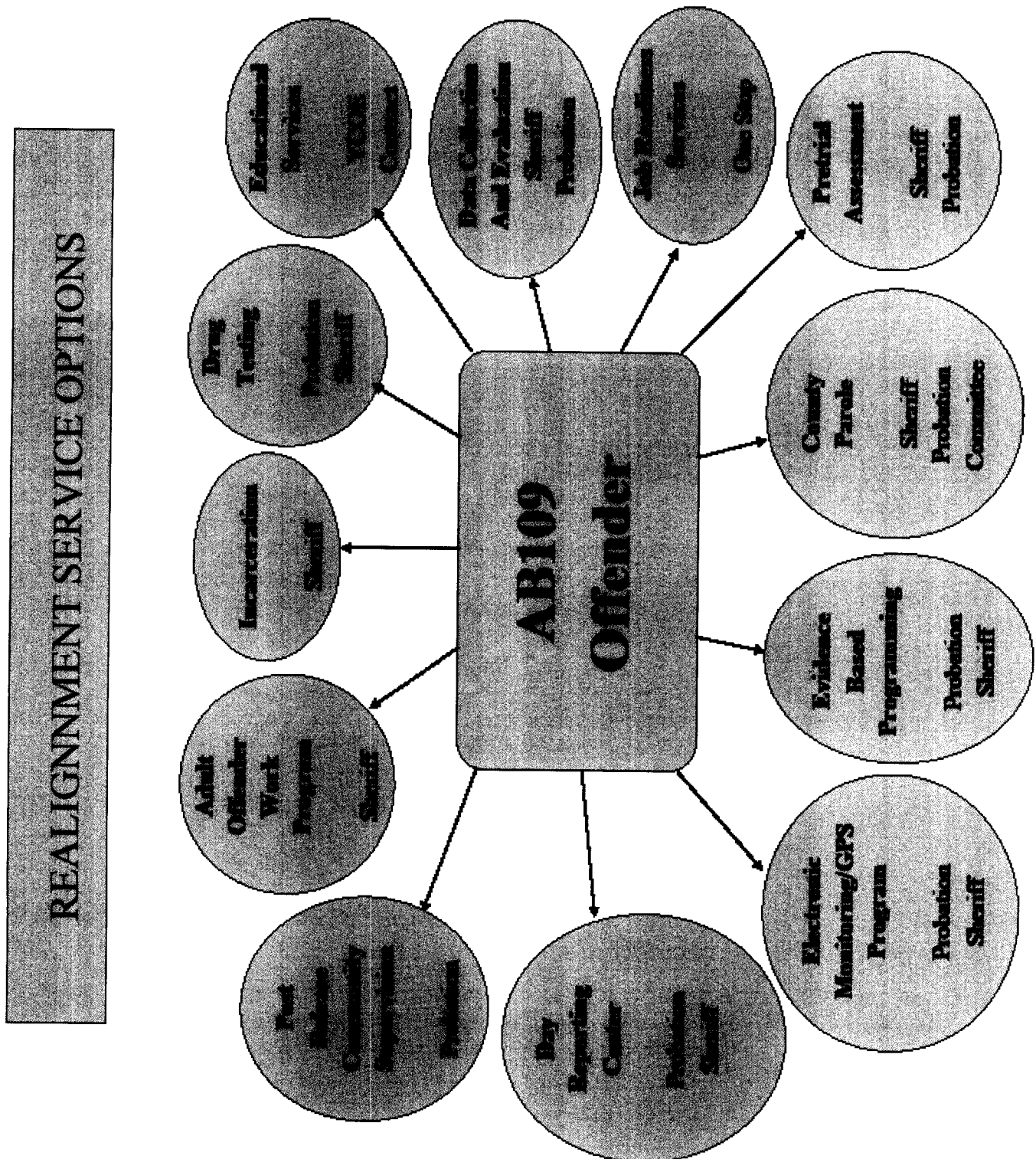
20001, 23153	VC	Hit & run, DUI w/ injury
2800.2, 2800.3	VC	Evading a peace officer

1090/1097	GC	Conflict of interest
1195	GC	Taking Subordinate Pay
1855	GC	Destruction of Documents

18501	EC	Public Official Who Aids and Abets Voter Fraud
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**Yuba County Public Safety Realignment – Implementation Process Overview**





California Penal Code 1203.016

Home Detention - Electronic Monitoring

## California Penal Code Section 1203.016

1203.016. (a) Notwithstanding any other provision of law, the board of supervisors of any county may authorize the correctional administrator, as defined in subdivision (h), to offer a program under which inmates committed to a county jail or other county correctional facility or granted probation, or inmates participating in a work furlough program, may voluntarily participate or involuntarily be placed in a home detention program during their sentence in lieu of confinement in the county jail or other county correctional facility or program under the auspices of the probation officer.

(b) The board of supervisors, in consultation with the correctional administrator, may prescribe reasonable rules and regulations under which a home detention program may operate. As a condition of participation in the home detention program, the inmate shall give his or her consent in writing to participate in the home detention program and shall in writing agree to comply or, for involuntary participation, the inmate shall be informed in writing that he or she shall comply, with the rules and regulations of the program, including, but not limited to, the following rules:

(1) The participant shall remain within the interior premises of his or her residence during the hours designated by the correctional administrator.

(2) The participant shall admit any person or agent designated by the correctional administrator into his or her residence at any time for purposes of verifying the participant's compliance with the conditions of his or her detention.

(3) The participant shall agree to the use of electronic monitoring, which may include global positioning system devices or other supervising devices for the purpose of helping to verify his or her compliance with the rules and regulations of the home detention program. The devices shall not be used to eavesdrop or record any conversation, except a conversation between the participant and the person supervising the participant which is to be used solely for the purposes of voice identification.

(4) The participant shall agree that the correctional administrator in charge of the county correctional facility from which the participant was released may, without further order of the court, immediately retake the person into custody to serve the balance of his or her sentence if the electronic monitoring or supervising devices are unable for any reason to properly perform their function at the designated place of home detention, if the person fails to remain within the place of home detention as stipulated in the agreement, if the person willfully fails to pay fees to the provider of electronic home detention services, as stipulated in the agreement, subsequent to the written notification of the participant that the payment has not been received and that return to custody may result, or if the person for any other reason no longer meets the established criteria under this section. A copy of the agreement shall be delivered to the participant and a copy retained by the correctional administrator.

(c) Whenever the peace officer supervising a participant has reasonable cause to believe that the participant is not complying with the rules or conditions of the program, or that the electronic monitoring devices are unable to function properly in the designated place of confinement, the peace officer may, under general or specific authorization of the correctional administrator, and without a warrant of arrest, retake the person into custody to complete the remainder of the original sentence.

(d) Nothing in this section shall be construed to require the correctional administrator to allow a person to participate in this program if it appears from the record that the person has not satisfactorily complied with reasonable rules and regulations while in custody. A person shall be

eligible for participation in a home detention program only if the correctional administrator concludes that the person meets the criteria for release established under this section and that the person's participation is consistent with any reasonable rules and regulations prescribed by the board of supervisors or the administrative policy of the correctional administrator.

(1) The rules and regulations and administrative policy of the program shall be written and reviewed on an annual basis by the county board of supervisors and the correctional administrator. The rules and regulations shall be given to or made available to any participant upon request.

(2) The correctional administrator, or his or her designee, shall have the sole discretionary authority to permit program participation as an alternative to physical custody. All persons referred or recommended by the court to participate in the home detention program pursuant to subdivision (e) who are denied participation or all persons removed from program participation shall be notified in writing of the specific reasons for the denial or removal. The notice of denial or removal shall include the participant's appeal rights, as established by program administrative policy.

(e) The court may recommend or refer a person to the correctional administrator for consideration for placement in the home detention program. The recommendation or referral of the court shall be given great weight in the determination of acceptance or denial. At the time of sentencing or at any time that the court deems it necessary, the court may restrict or deny the defendant's participation in a home detention program.

(f) The correctional administrator may permit home detention program participants to seek and retain employment in the community, attend psychological counseling sessions or educational or vocational training classes, or seek medical and dental assistance. Willful failure of the program participant to return to the place of home detention not later than the expiration of any period of time during which he or she is authorized to be away from the place of home detention pursuant to this section and unauthorized departures from the place of home detention are punishable as provided in Section 4532.

(g) The board of supervisors may prescribe a program administrative fee to be paid by each home detention participant that shall be determined according to his or her ability to pay. Inability to pay all or a portion of the program fees shall not preclude participation in the program, and eligibility shall not be enhanced by reason of ability to pay. All program administration and supervision fees shall be administered in compliance with Section 1208.2.

(h) As used in this section, "Correctional administrator" means the sheriff, probation officer, or director of the county department of corrections.

(i) Notwithstanding any other law, the police department of a city where an office is located to which persons on an electronic monitoring program report may request the county correctional administrator to provide information concerning those persons. This information shall be limited to the name, address, date of birth, and offense committed by the home detainee. Any information received by a police department pursuant to this paragraph shall be used only for the purpose of monitoring the impact of home detention programs on the community.

(j) It is the intent of the Legislature that home detention programs established under this section maintain the highest public confidence, credibility, and public safety. In the furtherance of these standards, the following shall apply:

(1) The correctional administrator, with the approval of the board of supervisors, may administer a home detention program pursuant to written contracts with appropriate public or private agencies or entities to provide specified program services. No public or private agency or

entity may operate a home detention program in any county without a written contract with that county's correctional administrator. However, this does not apply to the use of electronic monitoring by the Department of Corrections and Rehabilitation. No public or private agency or entity entering into a contract may itself employ any person who is in the home detention program.

(2) Program acceptance shall not circumvent the normal booking process for sentenced offenders. All home detention program participants shall be supervised.

(3) (A) All privately operated home detention programs shall be under the jurisdiction of, and subject to the terms and conditions of the contract entered into with, the correctional administrator.

(B) Each contract shall include, but not be limited to, all of the following:

(i) A provision whereby the private agency or entity agrees to operate in compliance with any available standards promulgated by state correctional agencies and bodies, including the Corrections Standards Authority, and all statutory provisions and mandates, state and county, as appropriate and applicable to the operation of home detention programs and the supervision of sentenced offenders in a home detention program.

(ii) A provision that clearly defines areas of respective responsibility and liability of the county and the private agency or entity.

(iii) A provision that requires the private agency or entity to demonstrate evidence of financial responsibility, submitted and approved by the board of supervisors, in amounts and under conditions sufficient to fully indemnify the county for reasonably foreseeable public liability, including legal defense costs, that may arise from, or be proximately caused by, acts or omissions of the contractor. The contract shall provide for annual review by the correctional administrator to ensure compliance with requirements set by the board of supervisors and for adjustment of the financial responsibility requirements if warranted by caseload changes or other factors.

(iv) A provision that requires the private agency or entity to provide evidence of financial responsibility, such as certificates of insurance or copies of insurance policies, prior to commencing any operations pursuant to the contract or at any time requested by the board of supervisors or correctional administrator.

(v) A provision that permits the correctional administrator to immediately terminate the contract with a private agency or entity at any time that the contractor fails to demonstrate evidence of financial responsibility.

(C) All privately operated home detention programs shall comply with all appropriate, applicable ordinances and regulations specified in subdivision (a) of Section 1208.

(D) The board of supervisors, the correctional administrator, and the designee of the correctional administrator shall comply with Section 1090 of the Government Code in the consideration, making, and execution of contracts pursuant to this section.

(E) The failure of the private agency or entity to comply with statutory provisions and requirements or with the standards established by the contract and with the correctional administrator may be sufficient cause to terminate the contract.

(F) Upon the discovery that a private agency or entity with whom there is a contract is not in compliance pursuant to this paragraph, the correctional administrator shall give 60 days' notice to the director of the private agency or entity that the contract may be canceled if the specified deficiencies are not corrected.



(G) Shorter notice may be given or the contract may be canceled without notice whenever a serious threat to public safety is present because the private agency or entity has failed to comply with this section.

(k) For purposes of this section, "evidence of financial responsibility" may include, but is not limited to, certified copies of any of the following:

- (1) A current liability insurance policy.
- (2) A current errors and omissions insurance policy.
- (3) A surety bond.

California Penal Code 1203.017

Home Detention - Electronic Monitoring  
Due to Jail Crowding

### **California Penal Code Section 1203.017**

1203.017. (a) Notwithstanding any other provision of law, upon determination by the correctional administrator that conditions in a jail facility warrant the necessity of releasing sentenced misdemeanor inmates prior to them serving the full amount of a given sentence due to lack of jail space, the board of supervisors of any county may authorize the correctional administrator to offer a program under which inmates committed to a county jail or other county correctional facility or granted probation, or inmates participating in a work furlough program, may be required to participate in an involuntary home detention program, which shall include electronic monitoring, during their sentence in lieu of confinement in the county jail or other county correctional facility or program under the auspices of the probation officer. Under this program, one day of participation shall be in lieu of one day of incarceration. Participants in the program shall receive any sentence reduction credits that they would have received had they served their sentences in a county correctional facility.

(b) The board of supervisors may prescribe reasonable rules and regulations under which an involuntary home detention program may operate. The inmate shall be informed in writing that he or she shall comply with the rules and regulations of the program, including, but not limited to, the following rules:

(1) The participant shall remain within the interior premises of his or her residence during the hours designated by the correctional administrator.

(2) The participant shall admit any peace officer designated by the correctional administrator into his or her residence at any time for purposes of verifying the participant's compliance with the conditions of his or her detention.

(3) The use of electronic monitoring may include global positioning system devices or other supervising devices for the purpose of helping to verify his or her compliance with the rules and regulations of the home detention program. The devices shall not be used to eavesdrop or record any conversation, except a conversation between the participant and the person supervising the participant which is to be used solely for the purposes of voice identification.

(4) The correctional administrator in charge of the county correctional facility from which the participant was released may, without further order of the court, immediately retake the person into custody to serve the balance of his or her sentence if the electronic monitoring or supervising devices are unable for any reason to properly perform their function at the designated place of home detention, if the person fails to remain within the place of home detention as stipulated in the agreement, or if the person for any other reason no longer meets the established criteria under this section.

(c) Whenever the peace officer supervising a participant has reasonable cause to believe that the participant is not complying with the rules or conditions of the program, or that the electronic monitoring devices are unable to function properly in the designated place of confinement, the peace officer may, under general or specific authorization of the correctional administrator, and without a warrant of arrest, retake the person into custody to complete the remainder of the original sentence.

(d) Nothing in this section shall be construed to require the correctional administrator to allow a person to participate in this program if it appears from the record that the person has not satisfactorily complied with reasonable rules and regulations while in custody. A person shall be eligible for participation in a home detention program only if the correctional administrator concludes that the person meets the criteria for release established under this section and that the

person's participation is consistent with any reasonable rules and regulations prescribed by the board of supervisors or the administrative policy of the correctional administrator.

(1) The rules and regulations and administrative policy of the program shall be written and reviewed on an annual basis by the county board of supervisors and the correctional administrator. The rules and regulations shall be given to or made available to any participant upon request.

(2) The correctional administrator, or his or her designee, shall have the sole discretionary authority to permit program participation as an alternative to physical custody. All persons referred or recommended by the court to participate in the home detention program pursuant to subdivision (e) who are denied participation or all persons removed from program participation shall be notified in writing of the specific reasons for the denial or removal. The notice of denial or removal shall include the participant's appeal rights, as established by program administrative policy.

(e) The court may recommend or refer a person to the correctional administrator for consideration for placement in the home detention program. The recommendation or referral of the court shall be given great weight in the determination of acceptance or denial. At the time of sentencing or at any time that the court deems it necessary, the court may restrict or deny the defendant's participation in a home detention program.

(f) The correctional administrator may permit home detention program participants to seek and retain employment in the community, attend psychological counseling sessions or educational or vocational training classes, or seek medical and dental assistance. Willful failure of the program participant to return to the place of home detention not later than the expiration of any period of time during which he or she is authorized to be away from the place of home detention pursuant to this section and unauthorized departures from the place of home detention are punishable as provided in Section 4532.

(g) As used in this section, "correctional administrator" means the sheriff, probation officer, or director of the county department of corrections.

(h) (1) Notwithstanding any other law, the correctional administrator shall provide the information specified in paragraph (2) regarding persons on involuntary home detention to the Corrections Standards Authority, and upon request, shall provide that information to the law enforcement agency of a city or unincorporated area where an office is located to which persons on involuntary home detention report.

(2) The information required by paragraph (1) shall consist of the following:

(A) The participant's name, address, and date of birth.

(B) The offense committed by the participant.

(C) The period of time the participant will be placed on home detention.

(D) Whether the participant successfully completed the prescribed period of home detention or was returned to a county correctional facility, and if the person was returned to a county correctional facility, the reason for that return.

(E) The gender and ethnicity of the participant.

(3) Any information received by a police department pursuant to this subdivision shall be used only for the purpose of monitoring the impact of home detention programs on the community.

(i) It is the intent of the Legislature that home detention programs established under this section maintain the highest public confidence, credibility, and public safety. In the furtherance of these standards, the following shall apply:

(1) The correctional administrator, with the approval of the board of supervisors, may administer a home detention program pursuant to written contracts with appropriate public or private agencies or entities to provide specified program services. No public or private agency or entity may operate a home detention program in any county without a written contract with that county's correctional administrator. However, this does not apply to the use of electronic monitoring by the Department of Corrections and Rehabilitation as established in Section 3004. No public or private agency or entity entering into a contract may itself employ any person who is in the home detention program.

(2) Program acceptance shall not circumvent the normal booking process for sentenced offenders. All home detention program participants shall be supervised.

(3) (A) All privately operated home detention programs shall be under the jurisdiction of, and subject to the terms and conditions of the contract entered into with, the correctional administrator.

(B) Each contract shall include, but not be limited to, all of the following:

(i) A provision whereby the private agency or entity agrees to operate in compliance with any available standards promulgated by state correctional agencies and bodies, including the Corrections Standards Authority, and all statutory provisions and mandates, state and county, as appropriate and applicable to the operation of home detention programs and the supervision of sentenced offenders in a home detention program.

(ii) A provision that clearly defines areas of respective responsibility and liability of the county and the private agency or entity.

(iii) A provision that requires the private agency or entity to demonstrate evidence of financial responsibility, submitted and approved by the board of supervisors, in amounts and under conditions sufficient to fully indemnify the county for reasonably foreseeable public liability, including legal defense costs, that may arise from, or be proximately caused by, acts or omissions of the contractor. The contract shall provide for annual review by the correctional administrator to ensure compliance with requirements set by the board of supervisors and for adjustment of the financial responsibility requirements if warranted by caseload changes or other factors.

(iv) A provision that requires the private agency or entity to provide evidence of financial responsibility, such as certificates of insurance or copies of insurance policies, prior to commencing any operations pursuant to the contract or at any time requested by the board of supervisors or correctional administrator.

(v) A provision that permits the correctional administrator to immediately terminate the contract with a private agency or entity at any time that the contractor fails to demonstrate evidence of financial responsibility.

(C) All privately operated home detention programs shall comply with all appropriate, applicable ordinances and regulations specified in subdivision (a) of Section 1208.

(D) The board of supervisors, the correctional administrator, and the designee of the correctional administrator shall comply with Section 1090 of the Government Code in the consideration, making, and execution of contracts pursuant to this section.

(E) The failure of the private agency or entity to comply with statutory provisions and requirements or with the standards established by the contract and with the correctional administrator may be sufficient cause to terminate the contract.

(F) Upon the discovery that a private agency or entity with whom there is a contract is not in compliance pursuant to this paragraph, the correctional administrator shall give 60 days' notice to

the director of the private agency or entity that the contract may be canceled if the specified deficiencies are not corrected.

(G) Shorter notice may be given or the contract may be canceled without notice whenever a serious threat to public safety is present because the private agency or entity has failed to comply with this section.

(j) Inmates participating in this program shall not be charged fees or costs for the program.

(k) For purposes of this section, "evidence of financial responsibility" may include, but is not limited to, certified copies of any of the following:

- (1) A current liability insurance policy.
- (2) A current errors and omissions insurance policy.
- (3) A surety bond.

California Penal Code 1203.018

Pre-Trial

Home Detention - Electronic Monitoring

## California Penal Code Section 1203.018

1203.018. (a) Notwithstanding any other law, this section shall only apply to inmates being held in lieu of bail and on no other basis.

(b) Notwithstanding any other law, the board of supervisors of any county may authorize the correctional administrator, as defined in paragraph (1) of subdivision (k), to offer a program under which inmates being held in lieu of bail in a county jail or other county correctional facility may participate in an electronic monitoring program if the conditions specified in subdivision (c) are met.

(c) (1) In order to qualify for participation in an electronic monitoring program pursuant to this section, the inmate must be an inmate with no holds or outstanding warrants to whom one of the following circumstances applies:

(A) The inmate has been held in custody for at least 30 calendar days from the date of arraignment pending disposition of only misdemeanor charges.

(B) The inmate has been held in custody pending disposition of charges for at least 60 calendar days from the date of arraignment.

(2) All participants shall be subject to discretionary review for eligibility and compliance by the correctional administrator consistent with this section.

(d) The board of supervisors, after consulting with the sheriff and district attorney, may prescribe reasonable rules and regulations under which an electronic monitoring program pursuant to this section may operate. As a condition of participation in the electronic monitoring program, the participant shall give his or her consent in writing to participate and shall agree in writing to comply with the rules and regulations of the program, including, but not limited to, all of the following:

(1) The participant shall remain within the interior premises of his or her residence during the hours designated by the correctional administrator.

(2) The participant shall admit any person or agent designated by the correctional administrator into his or her residence at any time for purposes of verifying the participant's compliance with the conditions of his or her detention.

(3) The electronic monitoring may include global positioning system devices or other supervising devices for the purpose of helping to verify the participant's compliance with the rules and regulations of the electronic monitoring program. The electronic devices shall not be used to eavesdrop or record any conversation, except a conversation between the participant and the person supervising the participant to be used solely for the purposes of voice identification.

(4) The correctional administrator in charge of the county correctional facility from which the participant was released may, without further order of the court, immediately retake the person into custody if the electronic monitoring or supervising devices are unable for any reason to properly perform their function at the designated place of home detention, if the person fails to remain within the place of home detention as stipulated in the agreement, if the person willfully fails to pay fees to the provider of electronic home detention services, as stipulated in the agreement, subsequent to the written notification of the participant that the payment has not been received and that return to custody may result, or if the person for any other reason no longer meets the established criteria under this section.

(5) A copy of the signed consent to participate and a copy of the agreement to comply with the rules and regulations shall be provided to the participant and a copy shall be retained by the correctional administrator.



(e) The rules and regulations and administrative policy of the program shall be reviewed on an annual basis by the county board of supervisors and the correctional administrator. The rules and regulations shall be given to every participant.

(f) Whenever the peace officer supervising a participant has reasonable cause to believe that the participant is not complying with the rules or conditions of the program, or that the electronic monitoring devices are unable to function properly in the designated place of confinement, the peace officer may, under general or specific authorization of the correctional administrator, and without a warrant of arrest, retake the person into custody.

(g) (1) Nothing in this section shall be construed to require the correctional administrator to allow a person to participate in this program if it appears from the record that the person has not satisfactorily complied with reasonable rules and regulations while in custody. A person shall be eligible for participation in an electronic monitoring program only if the correctional administrator concludes that the person meets the criteria for release established under this section and that the person's participation is consistent with any reasonable rules and regulations prescribed by the board of supervisors or the administrative policy of the correctional administrator.

(2) The correctional administrator, or his or her designee, shall have discretionary authority consistent with this section to permit program participation as an alternative to physical custody. All persons approved by the correctional administrator to participate in the electronic monitoring program pursuant to subdivision (c) who are denied participation and all persons removed from program participation shall be notified in writing of the specific reasons for the denial or removal. The notice of denial or removal shall include the participant's appeal rights, as established by program administrative policy.

(h) The correctional administrator may permit electronic monitoring program participants to seek and retain employment in the community, attend psychological counseling sessions or educational or vocational training classes, or seek medical and dental assistance.

(i) Willful failure of the program participant to return to the place of home detention prior to the expiration of any period of time during which he or she is authorized to be away from the place of home detention pursuant to this section and unauthorized departures from the place of home detention is punishable pursuant to Section 4532.

(j) The board of supervisors may prescribe a program administrative fee to be paid by each electronic monitoring participant.

(k) For purposes of this section, the following terms have the following meanings:

(1) "Correctional administrator" means the sheriff, probation officer, or director of the county department of corrections.

(2) "Electronic monitoring program" includes, but is not limited to, home detention programs, work furlough programs, and work release programs.

(l) Notwithstanding any other law, upon request of a local law enforcement agency with jurisdiction over the location where a participant in an electronic monitoring program is placed, the correctional administrator shall provide the following information regarding participants in the electronic monitoring program:

(1) The participant's name, address, and date of birth.

(2) The offense or offenses alleged to have been committed by the participant.

(3) The period of time the participant will be placed on home detention.

(4) Whether the participant successfully completed the prescribed period of home detention or was returned to a county correctional facility, and if the person was returned to a county correctional facility, the reason for the return.

(5) The gender and ethnicity of the participant.

(m) Any information received by a law enforcement agency pursuant to subdivision (l) shall be used only for the purpose of monitoring the impact of home electronic monitoring programs in the community.

(n) It is the intent of the Legislature that electronic monitoring programs established under this section maintain the highest public confidence, credibility, and public safety. In the furtherance of these standards, the following shall apply:

(1) The correctional administrator, with the approval of the board of supervisors, may administer an electronic monitoring program as provided in this section pursuant to written contracts with appropriate public or private agencies or entities to provide specified program services. No public or private agency or entity may operate a home detention program pursuant to this section in any county without a written contract with that county's correctional administrator. No public or private agency or entity entering into a contract pursuant to this subdivision may itself employ any person who is in the electronic monitoring program.

(2) Program participants shall undergo the normal booking process for arrestees entering the jail. All electronic monitoring program participants shall be supervised.

(3) (A) All privately operated electronic monitoring programs shall be under the jurisdiction of, and subject to the terms and conditions of the contract entered into with, the correctional administrator.

(B) Each contract specified in subparagraph (A) shall include, but not be limited to, all of the following:

(i) A provision whereby the private agency or entity agrees to operate in compliance with any available standards and all state and county laws applicable to the operation of electronic monitoring programs and the supervision of offenders in an electronic monitoring program.

(ii) A provision that clearly defines areas of respective responsibility and liability of the county and the private agency or entity.

(iii) A provision that requires the private agency or entity to demonstrate evidence of financial responsibility, submitted to and approved by the board of supervisors, in amounts and under conditions sufficient to fully indemnify the county for reasonably foreseeable public liability, including legal defense costs that may arise from, or be proximately caused by, acts or omissions of the contractor.

(iv) A provision that requires the private agency or entity to provide evidence of financial responsibility, such as certificates of insurance or copies of insurance policies, prior to commencing any operations pursuant to the contract or at any time requested by the board of supervisors or correctional administrator.

(v) A provision that requires an annual review by the correctional administrator to ensure compliance with requirements set by the board of supervisors and for adjustment of the financial responsibility requirements if warranted by caseload changes or other factors.

(vi) A provision that permits the correctional administrator to immediately terminate the contract with a private agency or entity at any time that the contractor fails to demonstrate evidence of financial responsibility.

(C) All privately operated electronic monitoring programs shall comply with all applicable ordinances and regulations specified in subdivision (a) of Section 1208.

(D) The board of supervisors, the correctional administrator, and the designee of the correctional administrator shall comply with Section 1090 of the Government Code in the consideration, making, and execution of contracts pursuant to this section.

(E) The failure of the private agency or entity to comply with state or county laws or with the standards established by the contract with the correctional administrator shall constitute cause to terminate the contract.

(F) Upon the discovery that a private agency or entity with which there is a contract is not in compliance with this paragraph, the correctional administrator shall give 60 days' notice to the director of the private agency or entity that the contract may be canceled if the specified deficiencies are not corrected.

(G) Shorter notice may be given or the contract may be canceled without notice whenever a serious threat to public safety is present because the private agency or entity has failed to comply with this section.

(H) For purposes of this section, "evidence of financial responsibility" may include, but is not limited to, certified copies of any of the following:

- (i) A current liability insurance policy.
- (ii) A current errors and omissions insurance policy.
- (iii) A surety bond.

California Penal Code §§3074 et seq

County Parole

### **California Penal Code Section 3074 et seq.**

3074. The Legislature finds and declares that the period immediately following incarceration is critical to successful reintegration of the offender into society and to positive citizenship. It is in the interest of public safety for a county to provide for the supervision of parolees, and to provide educational, vocational, family and personal counseling necessary to assist parolees in the transition between imprisonment and discharge.

3075. (a) There is in each county a board of parole commissioners, consisting of each of the following:

(1) The sheriff, or his or her designee, or, in a county with a department of corrections, the director of that department.

(2) The probation officer, or his or her designee.

(3) A member, not a public official, to be selected from the public by the presiding judge of the superior court.

(b) The public member of the county board of parole commissioners or his or her alternate shall be entitled to his or her actual traveling and other necessary expenses incurred in the discharge of his or her duties. In addition, the public member or his or her alternate shall be entitled to per diem at any rate that may be provided by the board of supervisors. The public member or his or her alternate shall hold office for a term of one year and in no event for a period exceeding three consecutive years. The term shall commence on the date of appointment.

3076. (a) The board may make, establish and enforce rules and regulations adopted under this article.

(b) The board shall act at regularly called meetings at which two-thirds of the members are present, and shall make and establish rules and regulations in writing stating the reasons therefor under which any prisoner who is confined in or committed to any county jail, work furlough facility, industrial farm, or industrial road camp, or in any city jail, work furlough facility, industrial farm, or industrial road camp under a judgment of imprisonment or as a condition of probation for any criminal offense, unless the court at the time of committing has ordered that such prisoner confined as a condition of probation upon conviction of a felony not be granted parole, may be allowed to go upon parole outside of such jail, work furlough facility, industrial farm, or industrial road camp, but to remain, while on parole, in the legal custody and under the control of the board establishing the rules and regulations for the prisoner's parole, and subject at any time to be taken back within the enclosure of any such jail, work furlough facility, industrial farm, or industrial road camp.

(c) The board shall provide a complete copy of its written rules and regulations and reasons therefor and any amendments thereto to each of the judges of the superior court of the county.

The board shall provide to the persons in charge of the county's correctional facilities a copy of the sections of its written rules and regulations and any amendments thereto which govern eligibility for parole, and the name and telephone number of the person or agency to contact for additional information. Such rules and regulations governing eligibility either shall be conspicuously posted and maintained within each county correctional facility so that all prisoners have access to a copy, or shall be given to each prisoner.

3077. Whenever a prisoner is sentenced in one county and incarcerated in another county, only the county in which he was sentenced shall have jurisdiction to grant parole.

3078. (a) The board shall notify the sentencing judge of an inmate's application for parole.

(b) The sentencing judge may make a recommendation regarding such application, and the board shall give careful consideration to such recommendation.

3079. (a) No application for parole shall be granted or denied except by a vote of the board at a meeting at which a quorum of its members are present. This paragraph shall not be applied to the denial of applicants who are ineligible by order of the superior court, or to the granting of parole in emergency situations.

(b) An applicant shall be permitted to appear and speak on his behalf at the meeting at which his application is considered by the board.

3080. If any paroled prisoner leaves the county in which he is imprisoned without permission from the board granting his parole, he shall be arrested as an escaped prisoner and held as such.

3081. (a) Each county board may retake and imprison any prisoner upon parole granted under the provisions of this article.

(b) Each county board may release any prisoner on parole for a term not to exceed two years upon those conditions and under those rules and regulations as may seem fit and proper for his or her rehabilitation, and should the prisoner so paroled violate any of the conditions of his or her parole or any of the rules and regulations governing his or her parole, he or she shall, upon order of the parole commission, be returned to the jail from which he or she was paroled and be confined therein for the unserved portion of his or her sentence.

(c) The written order of each county board shall be a sufficient warrant for all officers named therein to authorize them, or any of them, to return to actual custody any conditionally released or paroled prisoner. All chiefs of police, marshals of cities, sheriffs, and all other police and peace officers of this state shall execute any such order in like manner as ordinary criminal process.

(d) In computing the unserved sentence of a person returned to jail because of the revocation of his or her parole no credit shall be granted for the time between his or her release from jail on parole and his or her return to jail because of the revocation of his or her parole.

3082. Each county board may make and establish written rules and regulations for the unconditional release of and may unconditionally release any prisoner who is an alien and who voluntarily consents to return or to be returned to his native land and who actually returns or is returned thereto. The necessary expenses of the transportation of such alien prisoner and officers or attendants in charge of such prisoner, may be paid by the county, upon order of the board of supervisors authorizing or ratifying the return of the prisoner at the expense of the county.

3083. Whenever the board designates deputies to serve as temporary commissioners in considering applications for parole of prisoners, such temporary commissioners or deputies may also exercise all the powers granted by this article relative to the unconditional release of alien prisoners.

3084. Each county board may release to the State Department of Corrections for return to a state prison or correctional institution any county or city jail inmate who is a state parole violator, when notified by the Board of Prison Terms.

3085. The members of the board may for the purpose of considering applications for parole of prisoners from city or county jails, or industrial farms, or work furlough facilities, or industrial road camps, designate deputies of their respective offices to serve for them as temporary commissioners when they are unable to serve.

3086. Each county board shall not require, when setting terms or discharge dates, an admission of guilt to any crime for which an inmate was committed.

3087. No prisoner shall be paroled without supervision.

3088. A prisoner who is released on parole pursuant to this article shall be supervised by a county parole officer of the county board of parole commissioners.

3089. (a) A county parole officer who is not a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, is a public officer who works at the direction of the County Board of Parole Commissioners, as provided for in Section 3075, and is responsible for supervising prisoners released on parole by the board.

(b) A county parole officer who is a public officer, as defined in subdivision (a), shall have no right to carry or possess firearms in the performance of his or her prescribed duties.

(c) A county parole officer, as defined in subdivision (a), shall comply with the standards for selection and training established by the Board of Corrections pursuant to Section 6035.

California Penal Code §§3450 et seq.

Postrelease Community Supervision Act of 2011



**California Penal Code Section 3450 et seq.**

3450. (a) This act shall be known and may be cited as the Postrelease Community Supervision Act of 2011.

(b) The Legislature finds and declares all of the following:

(1) The Legislature reaffirms its commitment to reducing recidivism among criminal offenders.

(2) Despite the dramatic increase in corrections spending over the past two decades, national reincarceration rates for people released from prison remain unchanged or have worsened. National data show that about 40 percent of released individuals are reincarcerated within three years. In California, the recidivism rate for persons who have served time in prison is even greater than the national average.

(3) Criminal justice policies that rely on the reincarceration of parolees for technical violations do not result in improved public safety.

(4) California must reinvest its criminal justice resources to support community corrections programs and evidence-based practices that will achieve improved public safety returns on this state's substantial investment in its criminal justice system.

(5) Realigning the postrelease supervision of certain felons reentering the community after serving a prison term to local community corrections programs, which are strengthened through community-based punishment, evidence-based practices, and improved supervision strategies, will improve public safety outcomes among adult felon parolees and will facilitate their successful reintegration back into society.

(6) Community corrections programs require a partnership between local public safety entities and the county to provide and expand the use of community-based punishment for offenders paroled from state prison. Each county's local Community Corrections Partnership, as established in paragraph (2) of subdivision (b) of Section 1230, should play a critical role in developing programs and ensuring appropriate outcomes for persons subject to postrelease community supervision.

(7) Fiscal policy and correctional practices should align to promote a justice reinvestment strategy that fits each county. "Justice reinvestment" is a data-driven approach to reduce corrections and related criminal justice spending and reinvest savings in strategies designed to increase public safety. The purpose of justice reinvestment is to manage and allocate criminal justice populations more cost effectively, generating savings that can be reinvested in evidence-based strategies that increase public safety while holding offenders accountable.

(8) "Community-based punishment" means evidence-based correctional sanctions and programming encompassing a range of custodial and noncustodial responses to criminal or noncompliant offender activity. Intermediate sanctions may be provided by local public safety entities directly or through public or private correctional service providers and include, but are not limited to, the following:

(A) Short-term "flash" incarceration in jail for a period of not more than seven days.

(B) Intensive community supervision.

(C) Home detention with electronic monitoring or GPS monitoring.

(D) Mandatory community service.

(E) Restorative justice programs, such as mandatory victim restitution and victim-offender reconciliation.

(F) Work, training, or education in a furlough program pursuant to Section 1208.

(G) Work, in lieu of confinement, in a work release program pursuant to Section 4024.2.

(H) Day reporting.

(I) Mandatory residential or nonresidential substance abuse treatment programs.

(J) Mandatory random drug testing.

(K) Mother-infant care programs.

(L) Community-based residential programs offering structure, supervision, drug treatment, alcohol treatment, literacy programming, employment counseling, psychological counseling, mental health treatment, or any combination of these and other interventions.

(9) "Evidence-based practices" refers to supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under probation, parole, or postrelease supervision.

3451. (a) Notwithstanding any other law and except for persons serving a prison term for any crime described in subdivision (b), all persons released from prison on and after October 1, 2011, or, whose sentence has been deemed served pursuant to Section 2900.5 after serving a prison term for a felony shall, upon release from prison and for a period not exceeding three years immediately following release, be subject to community supervision provided by a county agency designated by each county's board of supervisors which is consistent with evidence-based practices, including, but not limited to, supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under postrelease supervision.

(b) This section shall not apply to any person released from prison after having served a prison term for any of the following:

(1) A serious felony described in subdivision (c) of Section 1192.7.

(2) A violent felony described in subdivision (c) of Section 667.5.

(3) A crime for which the person was sentenced pursuant to paragraph (2) of subdivision (e) of Section 667 or paragraph (2) of subdivision (c) of Section 1170.12.

(4) Any crime where the person eligible for release from prison is classified as a High Risk Sex Offender.

(5) Any crime where the person is required, as a condition of parole, to undergo treatment by the State Department of Mental Health pursuant to Section 2962.

(c) (1) Postrelease supervision under this title shall be implemented by a county agency according to a postrelease strategy designated by each county's board of supervisors.

(2) The Department of Corrections and Rehabilitation shall inform every prisoner subject to the provisions of this title, upon release from state prison, of the requirements of this title and of his or her responsibility to report to the county agency responsible for serving that inmate. The department shall also inform persons serving a term of parole for a felony offense who are subject to this section of the requirements of this title and of his or her responsibility to report to the county agency responsible for serving that parolee. Thirty days prior to the release of any person subject to postrelease supervision by a county, the department shall notify the county of all information that would otherwise be required for parolees under subdivision (e) of Section 3003.

3452. (a) Persons eligible for postrelease community supervision pursuant to this title shall enter into a postrelease community supervision agreement prior to, and as a condition of, their release from prison. Persons on parole transferred to postrelease community supervision shall enter into a postrelease community supervision agreement as a condition of their release from state prison.

(b) A postrelease community supervision agreement shall specify the following:

(1) The person's release date and the maximum period the person may be subject to postrelease supervision under this title.

(2) The name, address, and telephone number of the county agency responsible for the person's postrelease supervision.

(3) An advisement that if a person breaks the law or violates the conditions of release, he or she can be incarcerated in a county jail regardless of whether or not new charges are filed.

3453. A postrelease community supervision agreement shall include the following conditions:

(a) The person shall sign and agree to the conditions of release.

(b) The person shall obey all laws.

(c) The person shall report to the supervising county agency within two working days of release from custody.

(d) The person shall follow the directives and instructions of the supervising county agency.

(e) The person shall report to the supervising county agency as directed by that agency.

(f) The person, and his or her residence and possessions, shall be subject to search at any time of the day or night, with or without a warrant, by an agent of the supervising county agency or by a peace officer.

(g) The person shall waive extradition if found outside the state.

(h) The person shall inform the supervising county agency of the person's place of residence, employment, education, or training.

(i) (1) The person shall inform the supervising county agency of any pending or anticipated changes in residence, employment, education, or training.

(2) If the person enters into new employment, he or she shall inform the supervising county agency of the new employment within three business days of that entry.

(j) The person shall immediately inform the supervising county agency if he or she is arrested or receives a citation.

(k) The person shall obtain the permission of the supervising county agency to travel more than 50 miles from the person's place of residence.

(l) The person shall obtain a travel pass from the supervising county agency before he or she may leave the county or state for more than two days.

(m) The person shall not be in the presence of a firearm or ammunition, or any item that appears to be a firearm or ammunition.

(n) The person shall not possess, use, or have access to any weapon listed in Section 12020, 16140, subdivision (c) of Section 16170, Section 16220, 16260, 16320, 16330, or 16340, subdivision (b) of Section 16460, Section 16470, subdivision (f) of Section 16520, or Section 16570, 16740, 16760, 16830, 16920, 16930, 16940, 17090, 17125, 17160, 17170, 17180, 17190, 17200, 17270, 17280, 17330, 17350, 17360, 17700, 17705, 17710, 17715, 17720, 17725, 17730, 17735, 17740, 17745, 19100, 19200, 19205, 20200, 20310, 20410, 20510, 20611, 20710, 20910, 21110, 21310, 21810, 22010, 22015, 22210, 22215, 22410, 32430, 24310, 24410, 24510, 24610, 24680, 24710, 30210, 30215, 31500, 32310, 32400, 32405, 32410, 32415, 32420, 32425, 32435, 32440, 32445, 32450, 32900, 33215, 33220, 33225, or 33600.

(o) (1) Except as provided in paragraph (2) and subdivision (p), the person shall not possess a knife with a blade longer than two inches.

(2) The person may possess a kitchen knife with a blade longer than two inches if the knife is used and kept only in the kitchen of the person's residence.

(p) The person may use a knife with a blade longer than two inches, if the use is required for that person's employment, the use has been approved in a document issued by the supervising county agency, and the person possesses the document of approval at all times and makes it available for inspection.

(q) The person agrees to waive any right to a court hearing prior to the imposition of a period of "flash incarceration" in a county jail of not more than 10 consecutive days for any violation of his or her postrelease supervision conditions.

(r) The person agrees to participate in rehabilitation programming as recommended by the supervising county agency.

3454. (a) Each supervising county agency, as established by the county board of supervisors pursuant to subdivision (a) of Section 3451, shall establish a review process for assessing and refining a person's program of postrelease supervision. Any additional postrelease supervision conditions shall be reasonably related to the underlying offense for which the offender spent time in prison, or to the offender's risk of recidivism, and the offender's criminal history, and be otherwise consistent with law.

(b) Each county agency responsible for postrelease supervision, as established by the county board of supervisors pursuant to subdivision (a) of Section 3451, may determine additional appropriate conditions of supervision listed in Section 3453 consistent with public safety, order the provision of appropriate rehabilitation and treatment services, determine appropriate incentives, and determine and order appropriate responses to alleged violations, which can include, but shall not be limited to, immediate, structured, and immediate sanctions up to and including referral to a reentry court pursuant to Section 3015, or flash incarceration in a county jail. Periods of flash incarceration are encouraged as one method of punishment for violations of an offender's condition of postrelease supervision.

(c) "Flash incarceration" is a period of detention in county jail due to a violation of an offender's conditions of postrelease supervision. The length of the detention period can range between one and 10 consecutive days. Flash incarceration is a tool that may be used by each county agency responsible for postrelease supervision. Shorter, but if necessary more frequent, periods of detention for violations of an offender's postrelease supervision conditions shall appropriately punish an offender while preventing the disruption in a work or home establishment that typically arises from longer term revocations.

3455. (a) If the supervising county agency has determined, following application of its assessment processes, that intermediate sanctions as authorized in subdivision (b) of Section 3454 are not appropriate, the supervising county agency shall petition the revocation hearing officer appointed pursuant to Section 71622.5 of the Government Code to revoke and terminate postrelease supervision. At any point during the process initiated pursuant to this section, a person may waive, in writing, his or her right to counsel, admit the parole violation, waive a court hearing, and accept the proposed parole modification. The petition shall include a written report that contains additional information regarding the petition, including the relevant terms and conditions of postrelease supervision, the circumstances of the alleged underlying violation, the history and background of the violator, and any recommendations. The Judicial Council shall adopt forms and rules of court to establish uniform statewide procedures to implement this subdivision, including the minimum contents of supervision agency reports. Upon a finding that

the person has violated the conditions of postrelease supervision, the revocation hearing officer shall have authority to do all of the following:

(1) Return the person to parole supervision with modifications of conditions, if appropriate, including a period of incarceration in county jail.

(2) Revoke parole and order the person to confinement in the county jail.

(3) Refer the person to a reentry court pursuant to Section 3015 or other evidence-based program in the court's discretion.

(b) Confinement pursuant to paragraphs (1) and (2) of subdivision (a) shall not exceed a period of 180 days in the county jail.

(c) In no case shall a person be under supervision or in custody pursuant to this title on or after three years from the date of the person's initial entry onto postrelease supervision.

3456. The county agency responsible for postrelease supervision, as established by the county board of supervisors pursuant to subdivision (a) of Section 3451, shall maintain postrelease supervision over a person under postrelease supervision pursuant to this title until one of the following events occurs:

(a) The person has been subject to postrelease supervision pursuant to this title for three years at which time the offender shall be immediately discharged from postrelease supervision.

(b) Any person on postrelease supervision for six consecutive months with no violations of his or her conditions of postrelease supervision may be considered for immediate discharge by the supervising county.

(c) The person who has been on postrelease supervision continuously for one year with no violations of his or her conditions of postrelease supervision shall be discharged from supervision within 30 days.

(d) Jurisdiction over the person has been terminated by operation of law.

(e) Jurisdiction is transferred to another supervising county agency.

(f) Jurisdiction is terminated by the revocation hearing officer upon a petition to revoke and terminate supervision by the supervising county agency.

3457. The Department of Corrections and Rehabilitation shall have no jurisdiction over any person who is under postrelease community supervision pursuant to this title.

3458. No person subject to this title shall be returned to prison for a violation of any condition of the person's postrelease supervision agreement.

California Penal Code §4024.2 et seq.

Work Release  
Day Reporting

## California Penal Code Section 4024.2

4024.2. (a) Notwithstanding any other law, the board of supervisors of any county may authorize the sheriff or other official in charge of county correctional facilities to offer a voluntary program under which any person committed to the facility may participate in a work release program pursuant to criteria described in subdivision (b), in which one day of participation will be in lieu of one day of confinement.

(b) The criteria for a work release program are the following:

(1) The work release program shall consist of any of the following:

(A) Manual labor to improve or maintain levees or public facilities, including, but not limited to, streets, parks, and schools.

(B) Manual labor in support of nonprofit organizations, as approved by the sheriff or other official in charge of the correctional facilities. As a condition of assigning participants of a work release program to perform manual labor in support of nonprofit organizations pursuant to this section, the board of supervisors shall obtain workers' compensation insurance which shall be adequate to cover work-related injuries incurred by those participants, in accordance with Section 3363.5 of the Labor Code.

(C) Performance of graffiti cleanup for local governmental entities, including participation in a graffiti abatement program as defined in subdivision (f) of Section 594, as approved by the sheriff or other official in charge of the correctional facilities.

(D) Performance of weed and rubbish abatement on public and private property pursuant to Chapter 13 (commencing with Section 39501) of Division 3 of Title 4 of the Government Code, or Part 5 (commencing with Section 14875) or Part 6 (commencing with Section 14930) of Division 12 of the Health and Safety Code, as approved by the sheriff or other official in charge of the correctional facilities.

(E) Performance of house repairs or yard services for senior citizens and the performance of repairs to senior centers through contact with local senior service organizations, as approved by the sheriff or other official in charge of the correctional facilities. Where a work release participant has been assigned to this task, the sheriff or other official shall agree upon in advance with the senior service organization about the type of services to be rendered by the participant and the extent of contact permitted between the recipients of these services and the participant.

(F) Any person who is not able to perform manual labor as specified in this paragraph because of a medical condition, physical disability, or age, may participate in a work release program involving any other type of public sector work that is designated and approved by the sheriff or other official in charge of county correctional facilities.

(2) The sheriff or other official may permit a prisoner participating in a work release program to receive work release credit for participation in education, vocational training, or substance abuse programs in lieu of performing labor in a work release program on an hour-for-hour basis. However, credit for that participation may not exceed one-half of the hours established for the work release program, and the remaining hours shall consist of manual labor described in paragraph (1).

(3) The work release program shall be under the direction of a responsible person appointed by the sheriff or other official in charge.

(4) The hours of labor to be performed pursuant to this section shall be uniform for all persons committed to a facility in a county and may be determined by the sheriff or other official in charge of county correctional facilities, and each day shall be a minimum of 8 and a maximum of

10 hours, in accordance with the normal working hours of county employees assigned to supervise the programs. However, reasonable accommodation may be made for participation in a program under paragraph (2).

As used in this section, "nonprofit organizations" means organizations established or operated for the benefit of the public or in support of a significant public interest, as set forth in Section 501(c)(3) of the Internal Revenue Code. Organizations established or operated for the primary purpose of benefiting their own memberships are specifically excluded.

(c) The board of supervisors may prescribe reasonable rules and regulations under which a work release program is operated and may provide that participants wear clothing of a distinctive character while performing the work. As a condition of participating in a work release program, a person shall give his or her promise to appear for work or assigned activity by signing a notice to appear before the sheriff or at the education, vocational, or substance abuse program at a time and place specified in the notice and shall sign an agreement that the sheriff may immediately retake the person into custody to serve the balance of his or her sentence if the person fails to appear for the program at the time and place agreed to, does not perform the work or activity assigned, or for any other reason is no longer a fit subject for release under this section. A copy of the notice shall be delivered to the person and a copy shall be retained by the sheriff. Any person who willfully violates his or her written promise to appear at the time and place specified in the notice is guilty of a misdemeanor.

Whenever a peace officer has reasonable cause to believe the person has failed to appear at the time and place specified in the notice or fails to appear or work at the time and place agreed to or has failed to perform the work assigned, the peace officer may, without a warrant, retake the person into custody, or the court may issue an arrest warrant for the retaking of the person into custody, to complete the remainder of the original sentence. A peace officer may not retake a person into custody under this subdivision, without a warrant for arrest, unless the officer has a written order to do so, signed by the sheriff or other person in charge of the program, that describes with particularity the person to be retaken.

(d) Nothing in this section shall be construed to require the sheriff or other official in charge to assign a person to a program pursuant to this section if it appears from the record that the person has refused to satisfactorily perform as assigned or has not satisfactorily complied with the reasonable rules and regulations governing the assignment or any other order of the court.

A person shall be eligible for work release under this section only if the sheriff or other official in charge concludes that the person is a fit subject therefor.

(e) The board of supervisors may prescribe a program administrative fee, not to exceed the pro rata cost of administration, to be paid by each person according to his or her ability to pay.



# The County of Yuba

AUDITOR - CONTROLLER



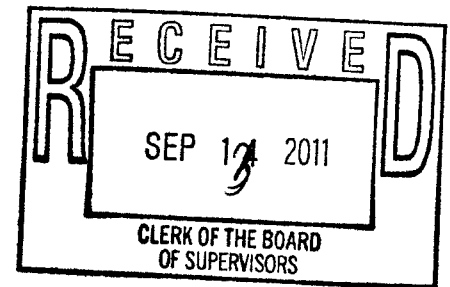
429-11

DEAN E. SELLERS

915 8<sup>TH</sup> Street, Suite 105  
Marysville, CA 95901-5273  
(530) 749-7810

**COPY OF REFERENCED  
DOCUMENT ON FILE WITH  
CLERK OF THE BOARD**

September 13, 2011



Board of Supervisors  
County of Yuba  
915 8<sup>th</sup> 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:

FOOTHILL FIRE PROTECTION DISTRICT  
FOOTHILL FIRE PROTECTION DISTRICT

JUNE 30, 2010  
JUNE 30, 2011

Yours truly,

Dean E. Sellers,  
Auditor-Controller

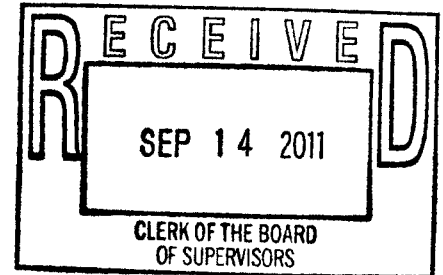
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Enclosure (1)

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**Cal EMA**  
CALIFORNIA EMERGENCY  
MANAGEMENT AGENCY

September 12, 2011



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

Dear Chairperson Abe:

On September 2, 2011, the U.S. Department of Agriculture granted a Secretarial disaster designation for the primary county of **Nevada**, and the contiguous counties of **Placer, Sierra,** and **Yuba** due to agricultural losses caused by snowstorms that occurred February 24, 2011, through May 16, 2011.

The California Emergency Management Agency 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  
Ed Williams, California Department of Food and Agriculture  
Cal EMA Recovery Division  
Cal EMA Regional Administrator  
Cal EMA Individual Assistance

# U.S. Department of Agriculture (USDA) Designation USDA #S3158 - Snowstorms

## Designation Information

The following table illustrates the designation information.

<b>Eligible Primary County(s):</b>	<b>Nevada</b>
<b>Eligible Contiguous County(s):</b>	<b>Placer, Sierra, Yuba</b>
<b>Event:</b>	Snowstorms that occurred February 24, 2011, through May 16, 2011
<b>Assistance made available by designation:</b>	<ul style="list-style-type: none"> <li>• Emergency farm loans for actual losses as a direct result of the disaster</li> <li>• Up to a maximum of \$500,000</li> <li>• Interest rate 3.75 percent</li> </ul>
<b>Application deadline:</b>	<b>May 2, 2012</b>
<b>Who may apply:</b>	Farmers and ranchers who conduct family-sized farming operations
<b>How to apply:</b>	<ul style="list-style-type: none"> <li>• Contact local Farm Service Agency (FSA) office listed in the local telephone directory under U.S. Government, Agriculture</li> <li>• 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)</li> </ul>
<b>USDA website for additional information:</b>	<a href="http://www.fsa.usda.gov/pas/disaster/assistance1.htm">www.fsa.usda.gov/pas/disaster/assistance1.htm</a>

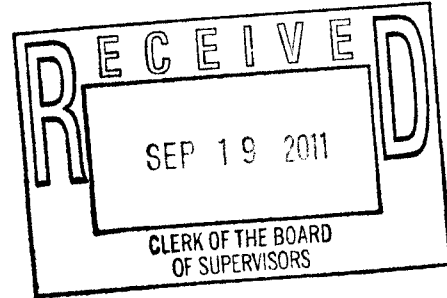
EDMUND G. BROWN JR.  
GOVERNOR

MIKE DAYTON  
ACTING SECRETARY



**Cal E·M·A**  
CALIFORNIA EMERGENCY  
MANAGEMENT AGENCY

September 15, 2011



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

Dear Chairperson Abe:

The U.S. Small Business Administration declared the primary county of **Nevada** and the contiguous counties of **Placer**, **Sierra**, and **Yuba** a disaster area. This declaration is a result of a September 2, 2011, USDA disaster designation due to agricultural losses caused by snowstorms that occurred February 24, 2011, through May 16, 2011.

The California Emergency Management Agency 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,

A handwritten signature in cursive script, appearing to read 'Karma Hackney'.

KARMA HACKNEY  
Program Manager

Enclosure

c: Yuba County OES  
Cal EMA Recovery Division  
Cal EMA Regional Administrator  
Cal EMA Individual Assistance Section

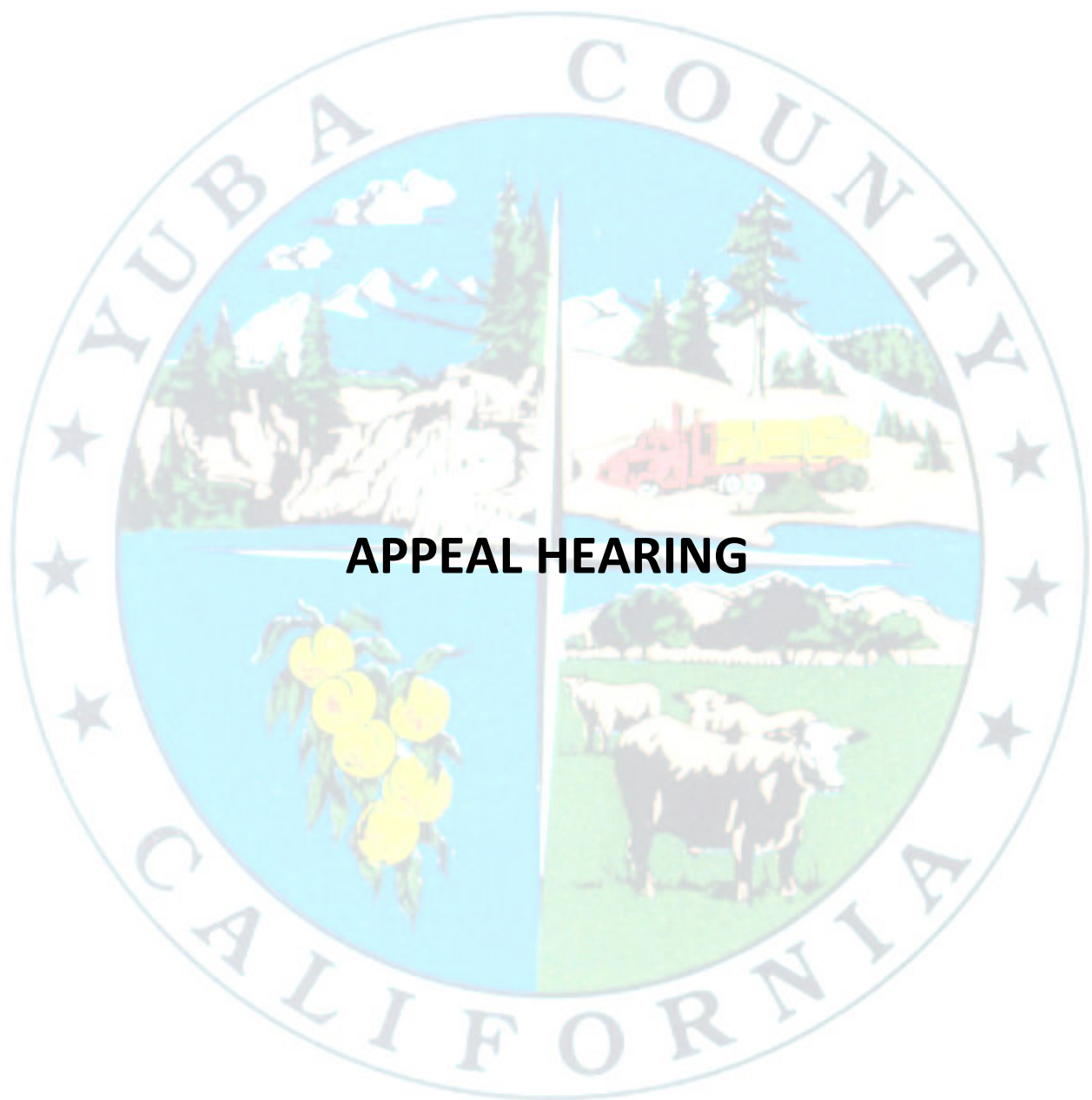
# U.S. Small Business Administration (SBA) Declaration

## SBA #12828 - Snowstorms

### Declaration Information

The following table illustrates the declaration information.

<b>Eligible Primary County(s):</b>	<b>Nevada</b>
<b>Eligible Contiguous County(s):</b>	<b>Placer, Sierra, Yuba</b>
<b>Reason/Event:</b>	September 2, 2011, USDA Designation for snowstorm that occurred February 24, 2011, through May 16, 2011
<b>Assistance made available by declaration:</b>	SBA Economic Injury Disaster Loans
<b>Application deadline for business economic injury:</b>	<b>May 2, 2012</b>
<b>Who may apply:</b>	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.
<b>How to apply:</b>	Contact SBA at <b>1-800-659-2955</b> , or visit SBA's website at: <a href="http://www.sba.gov/services/disasterassistance">www.sba.gov/services/disasterassistance</a> . Hearing impaired individuals may call 1-800-877-8339.





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Sacramento, CA 95816  
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Phone: 916-553-4072  
Fax: 916-553-4074  
kravitzlaw@aol.com

August 7, 2011

Martin Griffin  
Yuba County Chief Building Official  
915 8<sup>th</sup> Street, Suite 123  
Marysville, CA 95901

Angil Morris-Jones  
Yuba County Counsel  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

Wendy Hartman, AICP  
Yuba County Director of Planning  
915 8<sup>th</sup> Street, Suite 123  
Marysville, CA 95901

All background material --  
previously provided on  
September 16, 2011.

RE: 5040 Olivehurst Ave.

Dear County Officials:

I represent the occupants of 5040 Olivehurst Ave.

On June 14, 2011 a Certificate of Occupancy was granted for that location for retail use.

On June 30, Martin Griffin revoked that certificate.

On July 8, 2011 I sent to Mr. Griffin a letter Appealing the Revocation.

On July 18, 2011 a more formal appeal pursuant to the 1997 Uniform Housing Code section 1201.3 was filed along with a Notice of Stay pursuant to section.1204 of the code.

On July 19, 2011, Mr. Griffin rescinded the June 30 revocation and issued a new revocation on different grounds.

On July 21, 2011, Mr. Griffin wrote to me claiming that there was no right to appeal his decision to revoke the occupancy permit.

On July 22, 2011, Wendy Hartman wrote to the building owner and my clients apparently claiming some other type of zoning violations including the occupancy permit revocation and a claimed violation of the sign regulations.

The belief expressed by Mr. Griffin that there is no appeal from the revocation of a certificate of occupancy is incorrect. Yuba County has specifically adopted the 1997 Uniform Housing Code concerning the powers of the Chief Building Official. (Yuba County Code 10.05.040.)

The 1997 Uniform Housing Code allows for appeals of all decisions by the Chief Building Official and for the creation of an Appeals Board. (Section 203). — The method of Appeals and the right of a stay pending a decision are listed in section 1201.1 et seq.

Attached to this letter is a Notice of Appeal and Stay of Order. This Notice of Appeal explains the ground for the appeal of the only current Revocation Order of July 19, 2011.

It is respectfully requested that the County follow the rules and regulations that have promulgated and incorporated by direct reference.

Failure to allow for the appeal would allow for arbitrary and capricious decisions to be made by government officials without any set standards and without any easily accessible system of review. Such a system violates procedural due process. *See FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215 (1990), *Korean American Legal Advocacy Foundation v. City of Los Angeles*, (1994) 23 Cal. App. 4<sup>th</sup> 376.

If it is the position of Yuba County that there is no system of administrative appeal of the decisions of the Chief Building Official, please let me know as soon as possible so that we can litigate the issue in the proper Court.

Concerning the letter of July 22, 2011 from Ms. Hartman, this letter refers to the alleged violation of the YUBA COUNTY ORDINANCE WHICH DOES NOT ALLOW DISPENSARIES/CO-OPERATIVES FOR THE SALE OF MARIJUANA IN THE OLIVEHURST AVENUE SPECIFIC PLAN MIXED-USE ZONE.

I have diligently searched your code and I cannot find this ordinance. If such an ordinance exists please let me know.

I look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Kravitz', with a long horizontal flourish extending to the right.

Jeff Kravitz

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Protective Inspection Committee





# The County of Yuba

## **Fish and Game Commission**

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**Date:** September 27, 2011

**To:** Honorable Board of Supervisors  
Protective Inspection Committee

**From:** Yuba County Fish and Game Advisory Commission  
Todd Quist, Commission Secretary

**Subject:** California Deer Association Special Needs Pheasant Hunt – Authorization of Funding from the Fish and Game Trust Fund

**RECOMMENDATION:** Authorize expenditure of \$1,300 from the Fish and Game Commission Account # 104-9000-427-2300 for the purchase of 100 pheasants to be used for the 2011 California Deer Association Special Needs Pheasant Hunt.

**BACKGROUND:** For the past two years, the Yuba County Fish and Game Advisory Commission has donated to the California Deer Association Special Needs Pheasant Hunt. This hunt provides a safe, no-cost hunting experience for area youth. This year the hunt will be held on November 19<sup>th</sup> and 20<sup>th</sup>, 2011.

**DISCUSSION:** The Fish and Game Commission has chosen to provide funds to purchase pheasants to be donated for the 2011 California Deer Association Special Needs Pheasant Hunt. The funds for this activity were included in the NRA Grant that the Commission received in November, 2010 in the amount of \$3,750.

**FISCAL IMPACT:** None - This expenditure has been included in the Fish and Game Commission budget for the 2011/12 fiscal year.

*Yuba County Fish and Game Commission  
Deborah Byrne, Chair  
Agriculture Commissioners Office  
915 8<sup>th</sup> Street, Ste. 127  
Marysville, CA 95901*

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# The County of Yuba

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## **Fish and Game Commission**

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**TO:** Yuba County Board of Supervisors  
Protective Inspection Committee

**FROM:** Deborah Byrne, Chair  
Louie B. Mendoza, Jr., Agricultural Commissioner

**SUBJECT:** ADOPT RESOLUTION APPROVING THE GRANT APPLICATION WITH NATIONAL RIFLE ASSOCIATION (NRA) FOUNDATION STATE FUND COMMITTEE GENERAL GRANT TO ALLOW PHEASANT PURCHASE FOR THE 2012 PHEASANT HUNT FOR JUNIORS, WOMEN AND MOBILITY IMPAIRED AND AUTHORIZE THE AGRICULTURAL COMMISSIONER TO EXECUTE GRANT DOCUMENTATION

**DATE:** September 27, 2011

### **Recommendation:**

That the Board adopts the attached resolution approving the application for Grant funds made available by the NRA for the purchase of pheasants and authorizing the Agricultural Commissioner to execute grant documentation.

### **Background:**

With the Board's approval to execute the grant documentation, the Application for Grant will be completed by the Yuba County Agricultural Commissioner on behalf of the Yuba County Fish and Game Advisory Commission. The Grant, in the amount of \$7,500, will be used to purchase pheasants for the 2012 Juniors, Women and Mobility Impaired Pheasant Hunt.

### **Discussion:**

The application for the Grant will be completed by the Yuba County Agricultural Commissioner on behalf of the Yuba County Fish and Game Advisory Commission. Debbie Byrne (chair of committee) will be handling the grant process with the Agricultural Commissioner executing the appropriate and needed documentation

### **Fiscal Impact:**

No fiscal impact.

*Yuba County Fish and Game Commission  
Deborah Byrne, Chair  
Yuba County Agriculture Department  
915 8<sup>th</sup> Street, Suite 127  
Marysville, CA 95901*

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

**A RESOLUTION AUTHORIZING THE )  
SUBMITTAL OF AN APPLICATION FOR A )  
NATIONAL RIFLE ASSOCIATION GRANT )  
BY THE YUBA COUNTY AGRICULTURAL )  
COMMISSIONER ON BEHALF OF THE FISH )  
AND GAME COMMISSION TO EDUCATE )  
INDIVIDUALS ABOUT HUNTING SAFETY )  
AND MARKSMANSHIP AND AUTHORIZING )  
THE AGRICULTURAL COMMISSIONER TO )  
EXECUTE ANY DOCUMENTS REQUIRED )  
AND/OR RELATED TO THE APPLICATION )  
AND ADMINISTRATION OF THE GRANT. )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS,** the National Rifle Association (NRA) has made grant funds available through the NRA Foundation State Fund Committee General Grant; and

**WHEREAS,** the NRA Grant is to educate individuals, including youth, with respect to hunting safety and marksmanship; and

**WHEREAS,** for the last 20 years the Yuba County Fish and Game Advisory Commission and the Yuba County Agricultural Commissioner have been co-sponsoring the local Pheasant Hunt(s) for Juniors, Women and Mobility Impaired; and

**WHEREAS,** the NRA FOUNDATION State Fund Committee General Grant will provide the necessary funds to purchase pheasants for the 2012 Pheasant Hunt(s) for Juniors, Women and Mobility Impaired; and

**WHEREAS,** the Yuba County Agricultural Commissioner is requesting the Board of Supervisors of Yuba County ratify and approve the submittal of the grant application; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba hereby authorizes and approves the submittal of an application for a NRA Grant by the Yuba County Agricultural Commissioner on behalf of the Fish and Game Commission.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Yuba hereby authorizes the Agricultural Commissioner to execute all documents as required and/or related by the application and administration of the grant.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the Board of Supervisors of the County of Yuba, State of California, by the following vote:

AYES:

NOES:

ABSENT:

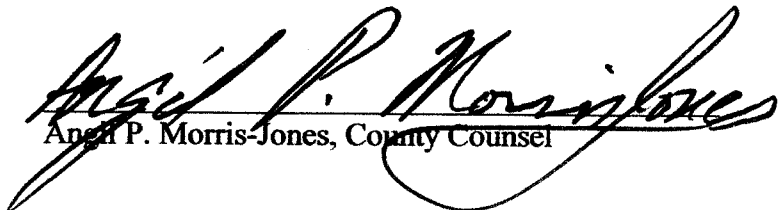
ABSTAIN:

\_\_\_\_\_  
Roger Abe, Chair  
Yuba County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Donna Stottlemeyer  
Clerk of the Board

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

  
Angil P. Morris-Jones, County Counsel