

BOARD OF SUPERVISORS

AGENDA

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



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

JUNE 12, 2012

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. Agricultural Commissioner

1. Approve out of state travel for Agricultural Commissioner, as part of the Yuba-Sutter Economic Development Corporation delegation, to China scheduled for June 24 through June 30, 2012; travel costs paid by Century Nationwide Enterprise. (210-12)

B. Clerk of the Board of Supervisors

1. Appoint Dale Henley to the Library Advisory Commission as District One Representative for a term to end December 31, 2014. (211-12)

C. Community Development and Services

1. Accept Woodside Village 2B as complete and release the performance bond, Tract Map No. 2003-40. (212-12)

D. County Administrator

1. Approve Memorandum of Understanding with Yuba County Superior Court for the continuation of the collection of fines, fees, forfeitures, penalties, and assessments incurred by a defendant in a criminal or traffic action proceeding; and authorize the Chair to execute same. (Finance and Administrative Committee recommends approval) (213-12)

E. District Attorney

1. Authorize Budget Transfer in the total amount of \$6,862 and revenue revisions to reconcile year end revenues and appropriations. (214-12)

F. Health and Human Services

1. Adopt resolution authorizing amendments and changes to agreement for professional services for Transitional Housing Placement Plus (THP-PLUS) adopted by reference in Resolution No. 2010-23 and amended in Resolution No. 2011-79. (Human Services Committee recommends approval) (215-12)

G. Sheriff-Coroner

1. Approve agreement with United States Department of Justice Drug Enforcement Administration to provide law enforcement services relating to eradication and suppression of illicit marijuana. (216-12)

H. Treasurer-Tax Collector

1. Approve discharging Treasurer-Tax Collector from accountability for collection of taxes, penalties and interest on Unsecured Property Taxes in the total amount of \$37,403.27. (217-12)
2. Authorize transfer of unclaimed monies to the General Fund for the following: Prisoner Fund Trust \$2,037.45 - Unsecured Holding Trust \$110.00 - Refund Transfer Fund \$1,528.51. (218-12)

IV. **SPECIAL PRESENTATION**

- A. Receive Sheriff's Department's 2011 Annual Report and presentation. (Five minute estimate) (219-12)

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. Authorize Budget Transfer in the amount of \$6,100 from Account No. 101-0000-372-99-01 (Operating Transfers In) to Account No. 101-1200-418-61-13 (Capital Improvements South Annex) to cover abatement costs for South Annex demolition. (Five minute estimate) (220-12)

B. Board of Supervisors

1. Provide direction regarding authority to determine Public Convenience or Necessity for liquor license applications within an area of undue concentration or high crime within the County. (Fifteen minute estimate) (221-12)
2. Appoint one individual to the Yuba County Fish and Game Advisory Commission as an At-large representative for a term to end May 5, 2013. (Five minute estimate) (222-12)

C. County Administrator

1. Approve letter of support to California Public Utilities Commission recommending a reduced Pacific Gas and Electric rate for eligible County businesses. (Ten minute estimate) (223-12)

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

- A. Public Hearing - Hold public hearing and adopt the May 2012 update to the South Yuba Drainage Master Plan, selecting Alternative C as the preferred alternative. (Five minutes estimate) (224-12)

VIII. **CORRESPONDENCE** - (225-12)

- A. Notice from State of California Wildlife Conservation Board enclosing agenda for meeting of May 31, 2012 regarding withdrawal of Daugherty Hill Wildlife area expansion.
- B. Letter from Joanna R. Palmer regarding property tax and late payment penalties. (Copy provided to Treasurer-Tax Collector)
- C. Notice from State Water Resources Control Board regarding a petition for temporary change involving the transfer of up to 52,320 acre feet of water to facilitate transfers/exchanges involving the following water districts: Santa

Clara Valley Water District, Oak Flat Water District/Del Puerto Water District, and Kern County Water Agency/Kern Tulare Water District.

- IX. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.
- X. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.
- A. Personnel pursuant to Government Code §54957 - Performance Evaluation/County Counsel
- XI. **ADJOURN**

COMMITTEE MEETINGS

11:00 A.M. Public Facilities Committee - (Supervisors Griego and Vasquez - Alternate Supervisor Nicoletti)

- A. Consider budget transfer in the amount of \$15,088.14 from 4H Trust Fund to Account No. 101-0101-411-5240 (4H Camp) for acquisition of replacement kitchen equipment for 4H Camp in Dobbins - Administrative Services (Five minute estimate) (226-12)

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

- A. Consider Budget Transfer in the amount of \$1,700.00 from Account No. 101-5800-455-6200 (Fixed Assets) to Account No. 101-5800-455-2200 (Office Supplies) for the purchase of a laptop - Health and Human Services (Ten minute estimate) (227-12)

06/08/2012- 11:00 A.M. Olivehurst Public Utility District/County Liaison Committee - CANCELLED
OPUD Board Room
1970 9th Avenue
Olivehurst, California 95961

06/12/2012 - 5:00 P.M. Wheatland City/County Liaison Committee
Wheatland City Hall
111 C Street
Wheatland, California

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

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

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



CONSENT
AGENDA

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The County of Yuba

Agricultural Commissioner – Weights & Measures
915 8th Street, Suite 127 – Marysville, CA 95901

LOUIE B. MENDOZA, JR.
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES



210-12

(530) 749-5400
Fax (530) 749-5404
yubaag@co.yuba.ca.us

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: *LM* LOUIE B. MENDOZA, JR., AGRICULTURAL COMMISSIONER

SUBJECT: OUT-OF-STATE TRAVEL

DATE: June 12, 2012

Recommendation:

Consider authorization for out of state travel for the Agricultural Commissioner to represent Yuba County Agriculture and the Yuba-Sutter Economic Development Corporation as part of the delegation to Yantai, China scheduled for June 24, 2012 to June 30, 2012.

Background:

The Yuba County Agricultural Commissioner has recently been approached by the Yuba-Sutter Economic Development Corporation, representatives from Century Nationwide Enterprise, and Yuba County Board of Supervisors to represent our local/regional agriculture products as part of economic and agriculture development with the city of Yantai in China.

Discussion:

In an effort to promote local/regional agriculture products outside of the U.S., the Yuba County Agricultural Commissioner has been selected as a representative for the Yuba-Sutter delegation to Yantai, China. As a spokesperson for our local/regional agriculture products, the agricultural commissioner will be meeting Yantai City officials and Yantai City Government staff for discussions on topics of agriculture and economic development. Additionally, the agricultural commissioner will visit the Yantai Free Trade Zone, Bonded Exhibition and Trade Center and will attend the opening of the Century Nationwide Enterprise in an effort to promote local/regional agriculture products. The Yuba County Agricultural Commissioner is also President of the California Agricultural Commissioners and Sealers Association (CACASA), and as such, will be able to address agriculture issues from a statewide perspective.

Committee Action:

None – This item is brought directly to the Board of Supervisors for consideration due to time constraints. Robert Bendorf, Yuba County Administrative Officer has approved the out of state (country) travel for the Agricultural Commissioner.

Fiscal Impact:

At this time the cost for travel and lodging is being borne by the import/export company. There may be some minimal county costs associated with the travel; however the agricultural commissioner will seek to keep those costs at a minimum.

The County of Yuba

211-12

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

A handwritten signature in cursive script, appearing to read "Donna Stottlemeyer", is written over the printed name.

Subject: Yuba County Library Advisory Commission

Date: June 12, 2012

Recommendation

Appoint Dale Henley to the Library Advisory Commission as the District One Representative with a term ending date of December 31, 2014.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This vacancy was posted as un-scheduled vacancy due to the resignation of Mr. Chuck Carver. An application from Dale Henley is attached for your review.

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

Fiscal Impact

None

Committee Action

None required.

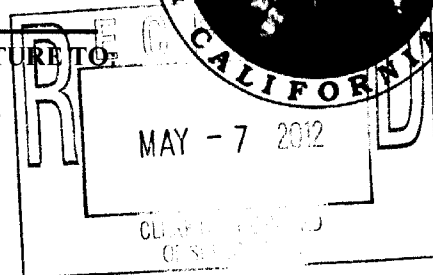
attachments

The County of Yuba

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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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



BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: LIBRARY ADVISORY Commission

APPLICANT NAME:

DALE E HENLEY

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

HOME:

CELL
WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER: 1

MANAGEMENT AT XEROX CORP. (RETIRED)

REASONS YOU WISH TO
SERVE ON THIS BODY:

TO HELP SHARE THE FUTURE OF THE YUBA COUNTY
LIBRARY. TO HELP GET WHAT THEY NEED TO MAKE IT BETTER

QUALIFICATIONS:

TEAM PLAYER, PROBLEM SOLVER, POLICY MAKER AND
BUDGET CONSCIOUS.

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

CURRENT MEMBER OF BOARD OF DIRECTORS - LINDA COUNTY WATER
CURRENT MEMBER OF YC SHERIFFS S.T.A.R.S PROGRAM.

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

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

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

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

SIGNATURE

Dale E Henley

DATE

May 5, 2012

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



212-12

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

June 12, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR 

SUBJ: ACCEPT WOODSIDE VILLAGE 2B AS COMPLETE AND RELEASE THE
PERFORMANCE BOND (#2136173) TRACT MAP NO. 2003-40

RECOMMENDATION:

Approve Woodside Village 2B as complete, approve filing a Notice of Completion, release the Performance Bond (#2136173) and release the Labor & Materials Bond 90 days after the filing of the Notice of Completion for the project.

BACKGROUND:

Cresleigh Homes Corporation was the Developer for the Woodside Village 2B Project. The project consisted of constructing street improvements for tract homes in the Plumas Lake area. The project was completed over a year ago.

DISCUSSION:

The Developer has completed the project and the warranty period has expired. 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 file a Notice of Completion, return the Performance Bond (#2136173), and return the Labor & Materials Bond 90 days after the Notice of Completion is filed.

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

213-12



Office of the County Administrator

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

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

Date: June 12, 2012
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB/BM*
By: Grace Mull, Management Analyst
Evelyn Allis, Deputy Court Executive Officer
Re: Court/County Collections Memorandum of Understanding

Recommendation

Approve Memorandum of Understanding with Yuba County Superior Court for the continuation of a comprehensive collection program for the collection of fines, fees, forfeitures, penalties, and assessments incurred by a defendant in a criminal or traffic action proceeding and authorize Chairman to sign.

Background

The collection responsibilities for the various fines and fees incurred by a defendant in a criminal or traffic action proceeding transferred from the Revenue & Recovery unit of the Probation Department to the Yuba County Superior Court Collections Division on July 1, 2010. The transfer occurred at the request of both departments as a means to eliminate redundancy and enhance collection services. Staff and programs were combined and the Revenue and Recovery unit moved under the Superior Court through a Memorandum of Understanding.

Discussion

Program Enhancements

Since the transfer was approved, several program enhancements have been implemented by the Court Collections Division (CCD). The following are the highlights:

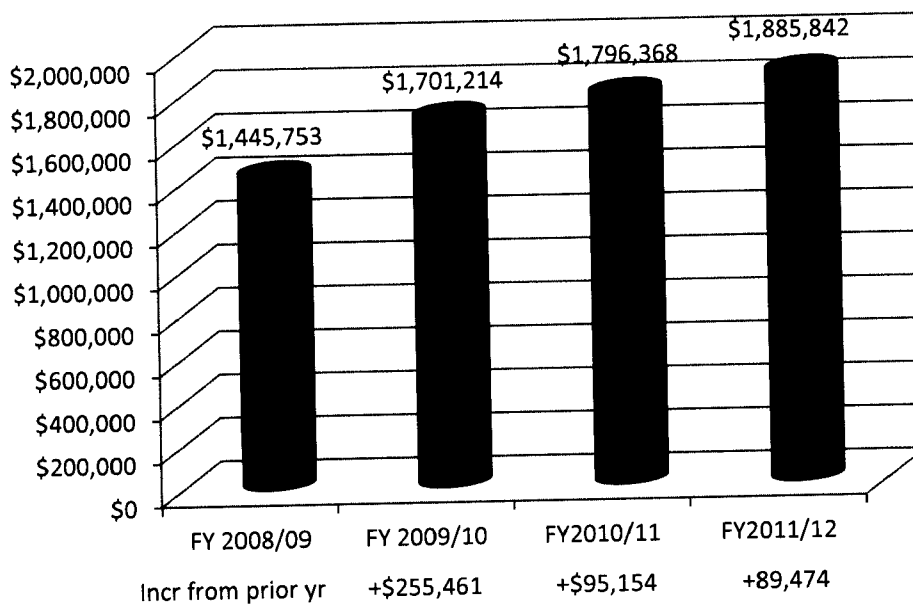
- Automation of the Franchise Tax Board intercept process which enables the CCD to attach a lien on the defendant's state income tax refund.
- Addition of an online people search program subscription to increase the ability to locate missing defendants and victims.
- Addition of a credit/debit card payment program over the last year. The CCD expects the program to be fully functional by July 1st of this year.
- Streamlined case management functions and assigned caseload equitably to collections staff.

- Collection staff actively contacts delinquent cases in an effort to collect outstanding payments.

Court Collections Division Staffing

Due to the various program enhancements that have been implemented since July 2010, staff reductions due to attrition have not been backfilled. In July 2010, CCD had a total of five (5) FTEs. Today there are three (3) FTEs that perform collections functions for the CCD.

Collections Activity



Note: Fiscal Year 2011/12 includes ten (10) months of activity through April 2012.

Total collections have increased 30.44% or \$440,089 since the collections units merged in 2010. It is important to note that the FY 2011/12 amount of \$1,885,842 only includes ten (10) months of collections. There are two more months remaining in this fiscal year which will increase this amount.

The increase in total collections is attributed to the management practices of the Court Collections Division which includes the use of modern collection methods including skip tracing, tax intercept as well as a credit/debit card program. In addition, the convenience of having a "one-stop" for the defendant to make restitution has made it easier for the defendant to make a payment in one location.

Committee

The Finance & Administration Committee reviewed this item on May 22, 2012 and recommended approval.

Fiscal Impact

Due to the success of the Court Collections Division, we anticipate a positive fiscal impact to all of the entities involved as a recipient in the collections program.

**MEMORANDUM OF UNDERSTANDING
FOR COLLECTION SERVICES,
COUNTY OF YUBA AND
THE SUPERIOR COURT, COUNTY OF YUBA**

This Memorandum of Understanding ("MOU") is made as of July 1, 2012 ("Effective Date") between the County of Yuba ("County"), a political subdivision of the State of California and the Superior Court of California, County of Yuba ("Court"), an entity of the California Judicial Branch organized under Article VI of the California Constitution (individually, a "Party"; collectively, the "Parties").

WHEREAS, California Penal Code Section 1463.010 requires the Court and the County to develop a cooperative plan to implement a collection program for the collection of fees, fines, forfeitures, penalties, and assessments incurred by a defendant in a criminal or traffic action or proceeding; and

WHEREAS, Court and County have developed such a collection program ("Program"), and desire to clarify their respective rights and responsibilities regarding the Program, including enhanced collection services, by entering into this MOU.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

I. COLLECTIONS PROGRAM

- A. The Court will operate the Program for the collection of all fees, fines, forfeitures, penalties, and assessments arising from criminal or traffic actions or proceedings. The Court will also implement and operate the Program as a comprehensive collection program, as that term is defined in Penal Code Section 1463.007, for the collection of all delinquent fees, fines, forfeitures, penalties, and assessments arising from criminal or traffic actions or proceedings.
- B. The Court agrees to provide collection services to the County for all matters pertaining to probation services, juvenile hall costs, county parking citations, juvenile traffic citations, indigent defense claims submitted on behalf of court-appointed conflict attorneys, reimbursement for jail medical costs, and victim restitution.
- C. The Court and the County entered into an Agreement dated July 16, 2007 with Shasta Superior Court ("Shasta") to perform collection services on certain delinquent accounts under the terms and conditions set forth in the referenced Agreement.

- D. The County will not knowingly accept full or partial payments on any accounts under the Program. If such payments are inadvertently received, the County will forward such payments to the Court when discovered.
- E. The Court will provide the County with a monthly report indicating the amount of money collected under the Program during such month, in the format used by Court to meet its reporting requirements to the Administrative Office of the Courts ("AOC"). This report will include the following: 1) the gross amount of revenue collected; 2) the amount Court has deducted as its allowable collection costs under Penal Code Section 1463.007; and 3) the net amount of revenue to be distributed by the County. This report will be provided no later than fifteen (15) calendar days after the end of each reporting month.
- F. The Court will deposit revenue collected under the Program with the County for distribution, subject to applicable deductions, according to California law and the regulations and guidelines of the AOC and State Controller's Office ("SCO"). The County will distribute such revenue according to California law and the regulations and guidelines of the AOC and SCO.
- G. Each Party will provide the other with view-only access to its case management system on request, and as necessary only for administrative purposes related to the implementation and continued operation of the Program. Each Party will bear its own costs for this access and each Party may deduct the costs of this access as permitted by Penal Code Section 1463.007.
- H. The Parties will work cooperatively to maximize revenue collections and the quality of customer service being provided. The Parties will each designate an employee to act as the contact person for each Party to facilitate the exchange of information and resolve any day-to-day issues. Additionally, the Parties will conduct management level meetings on an as-needed basis, but not less often than quarterly.
- I. The Parties will safeguard as confidential all information shared between the parties to carry out the purpose of this MOU. Except as necessary under the collection agreement with Shasta, neither Party will disclose the information shared between the Parties to a third party without the prior written consent of the other Party, with the exception of audits performed by the AOC, the SCO, or other legally authorized agency.
- J. The Parties will comply with the guidelines and standards approved from time to time by the Judicial Council of California in the operation of the Program. The Parties will develop a cooperative plan and a manual of

operational policies and procedures as necessary to implement these guidelines and standards. The Parties will cooperate as necessary to complete reports to the Judicial Council on their collections program, on the schedule and in the form required by the Judicial Council.

- K. The Parties will monitor and implement any changes or modifications to state laws and/or regulations affecting the Program and notify the other party of such change.
- L. The Court Collections Clerks employed by the Court are designated and authorized to serve as financial evaluation officers as set forth in Welfare and Institutions Code § 903.45 to determine ability to pay for dependency counsel services in juvenile dependency cases.

II. ALLOWABLE DEDUCTIONS

Each Party may deduct from the revenue collected under the Program its allowable costs as provided in Penal Code Section 1463.007. The Court may deduct its allowable costs prior to its distribution and deposit of revenue with the County. The County may deduct its allowable costs prior to its distribution of such revenue.

- A. Each Party's obligations for collection efforts under the Program remain in effect notwithstanding that Party's inability to deduct its costs related to the Program for any reason. Neither Party has any obligation to pay or reimburse the other party for any costs incurred by it in performing its obligations under this MOU.
- B. If the revenue collected under the Program during any month is insufficient to allow a Party to deduct all of its costs for that month, and subject to the regulations and guidelines promulgated by the AOC and the SCO, that Party may rollover such shortfall to the subsequent month(s) for deduction.

III. COMPENSATION/CONDITIONS

The Court shall provide collection services to the County in exchange for the following;

- A. In the 2010 MOU between the Court and the County, the County agreed to provide a space acceptable to the Court within the Yuba County Courthouse, 215 Fifth Street, Marysville, California, of sufficient size and layout for Court to house the new Court Collections Division. It was anticipated that the space would be in the area currently occupied by the Sheriff's Detective Unit, previously occupied by County Counsel, on the third floor of the Courthouse. That part of the MOU was not fulfilled during the course of the previous MOU because the Sheriff's Detective Unit has not yet vacated the Courthouse facility. When that does occur, the Court

and County will meet to determine if that space, or another more preferable space, will be made available to the Court. There shall be no charges by the County to the Court during the term of this MOU for rent/lease of space, custodial services, or utilities for the area which will be assigned to the Court to house the Court Collections Division.

- B. The County shall provide, at no cost to the Court, such remodeling as is agreed upon by Court and County to make the new space functional, to the Court's satisfaction, as a collections unit.
- C. The County shall continue to receive funds from the State Restitution Board and shall deposit the funds into account #359-0000-101-01-00. Said funds represent the 10% rebate per Government Code Section 13963(f) which the Court's may use to support and enhance its collection efforts.

IV. TERM/TERMINATION

- A. Term. The term of this MOU will continue from year to year and remain in full force and effect unless or until terminated by either Party in accordance with Section B below.
- B. Termination. Either Party may terminate this MOU by giving notice to the other Party on or before April first, with such termination to be effective on June 30 fifteen (15) months later; provided, however, such termination will not be effective, and this MOU will remain in full force and effect, unless and until the Parties execute a new memorandum of understanding or other document setting forth their agreement on the operation of a subsequent collections program as required by Penal Code Section 1463.010.

V. DISPUTE RESOLUTION

If, after thirty (30) calendar days of negotiations, the Court and the County cannot resolve a dispute regarding the interpretation or performance of this MOU or cannot agree on a new collections program, either Party may request a meeting between the Court Executive Officer and the County Administrative Officer for the purpose of resolving the dispute. If such meeting is requested, the meeting will be held within ten (10) days of the receipt of such request. If the meeting fails to occur or fails to resolve the dispute, the dispute will be submitted for non-binding mediation. If the mediation fails to resolve the dispute, either Party may request binding arbitration by a third party mutually agreed upon by the Administrative Director of the Courts and the California State Association of Counties. Until the dispute is resolved, the Parties will continue to operate the Program as set forth in this MOU and perform and observe their respective responsibilities and rights hereunder.

VI. COMPLIANCE WITH AUDITS; RECORDS RETENTION REQUIREMENTS

- A. The Parties will receive, reply to, and/or comply with any audit by an appropriate state audit agency that directly relates to this MOU or to funds to be handled or disbursed hereunder. The Parties will each maintain an accounting system and supporting fiscal records to comply with state audit requirements related to this MOU. County will implement and follow the requirements set forth in the Information Practices Act of 1977 (California Civil Code section 1798 et seq.) with respect to all personal and confidential information accessed through the Court's computer systems.
- B. The Parties will maintain and preserve all records and documentation related to this MOU, including records related to billings and other financial records, in an accessible location and condition for a period of not less than five years after an account has been completely paid or until after an audit involving an account has been resolved, whichever is later. Each Party will adequately protect all records against fire or other damage.

VII. GENERAL PROVISIONS

- A. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties to this MOU.
- B. **Amendment.** No addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment, which is formally approved and executed by the governing bodies of each of the Parties, or their respective authorized designees.
- C. **Further Assurances.** Each Party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU.
- D. **Waiver.** Any waiver by either Party of the terms of this MOU must be in writing and executed by an authorized representative of the waiving party and will not be construed as a waiver of any succeeding breach of the same or other term of this MOU.
- E. **Severability.** The provisions of this MOU are separate and severable. If any provision of this MOU shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Any such provision will be enforced to the

maximum extent possible so as to effect the reasonable intent of the Parties and will be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

- F. **Independent Contractor.** Each Party will be, and is, an independent contractor, and is not an employee or agent of the other Party, and neither Party nor any person engaged by a Party to perform the services described herein is covered by any employee benefit plans provided to the employee of the other Party. Each Party is liable for the acts and omissions of itself, its employees, its subcontractors and its agents. Nothing in this MOU will be construed as creating an employment or agency relationship between the Parties. Each Party will determine the method, details and means of performing its obligations under this MOU, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting the respective Party. Each Party will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.
- G. **Risk Allocation.** It is the intention of both parties that neither will be responsible for the negligent and/or intentional acts and/or omissions of the other, or its judges, subordinate judicial officers, directors, officers, agents and employees. The Parties therefore disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code 895.6. Instead, pursuant to Government Code section 895.4, the Parties agree to use principles of comparative fault when apportioning any and all losses that may arise out of the performance of this MOU.
- H. **Counterparts.** This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.
- I. **Notices.** Any notices required to be given pursuant to the terms and provisions of the MOU shall be in writing and shall be delivered to:

County: County Administrative Officer
915 Eighth Street, Suite 115
Marysville, CA 95901

Court: Presiding Judge
Yuba Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901
and

Court Executive Officer
Yuba Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

IN WITNESS WHEREOF, the Parties have executed this MOU on the day and year set forth below.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF YUBA**

Date: _____

By: _____
H. STEPHEN KONISHI
Court Executive Officer

COUNTY OF YUBA

Date: _____

By: _____
HAL STOCKER
Chairman, Board of Supervisors

ATTESTED:
Clerk of the Board of Supervisors,
County of Yuba

Date: _____

By: _____
County Clerk

APPROVED AS TO FORM:
County Counsel

Date: _____

By: *Pah Guemone*
County Counsel

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The County of Yuba

OFFICE OF THE DISTRICT ATTORNEY



PATRICK McGRATH
DISTRICT ATTORNEY

(530) 749-7770
FAX (530) 749-7363

DATE: May 29, 2012

TO: Yuba County Board of Supervisors

FROM: Patrick McGrath
District Attorney *PMG*

SUBJECT: Approve a Budget Transfer and Revenue Revision adjusting appropriations and revenue to reconcile year-end expenditures and revenue.

RECOMMENDATION: Recommend to the Board the approval of revisions to two line-item appropriation accounts and six revenue accounts to reconcile year-end revenues and expenditures in the District Attorney FY 11/12 budget.

BACKGROUND: The proposed Budget Transfer will reconcile the District Attorney's adopted budget to actual year-end revenues and expenditures. Of note, an overall reduction of \$53,915 of state grant revenue was offset during the year by increases to other revenues, decreases to operating expenses, and additional AB 109 Realignment revenue.

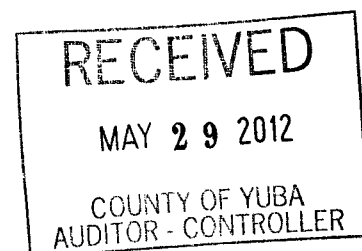
The individual details of each appropriation and revenue modification are provided on the Budget Transfer and Revenue Revision. The proposal has been reviewed with the County Administrator's office.

DISCUSSION: The action is necessary to reconcile the District Attorney's adopted budget to estimated year end expenditures and revenues.

FISCAL IMPACT: The proposed Revision has no net impact on the FY 11/12 General Fund contribution to the District Attorney's budget.

COMMITTEE ACTION: This matter was not taken to the Law and Justice Committee as it involves routine year-end budget reconciliation without any General Fund impact.

Attachment



WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

DATE: 5-29-2012 20 12

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

DEPARTMENT District Attorney

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 ~~11~~ 12

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED / Decreased

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-0000-351-56-07		3,941
108-0000-351-56-29		2,131
108-0000-361-55-11		13,042
108-0000-371-91-01		3,200
108-0000-371-98-99		4,491
108-0000-351-64-03		6,141

ACCOUNT NO.	NAME	AMOUNT
108-2500-421-23-00		3,862
108-2500-421-22-00		3,000

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
225-000-372-99-03	6,141

FUNDS TO BE INCREASED:

FUND	AMOUNT
108 Public Safety	6,141

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT		FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT			DEBIT	CREDIT

REASON FOR TRANSFER:

RECEIVED

MAY 29 2012

COUNTY OF YUBA
AUDITOR - CONTROLLER

Reconcile year-end budget revenues and appropriations.

APPROVED:

☒ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

Signature

Date

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

HEALTH & HUMAN SERVICES DEPARTMENT



215-12


Suzanne Nobles, Director

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

**Joseph W. Cassady, D.O.,
Health Officer**

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: 
Suzanne Nobles, Director
Health and Human Services Department

DATE: June 12, 2012

SUBJECT: Resolution of the Board Authorizing amendments and changes to the generic Agreement for Professional Services for the Transitional Housing Placement Program (THP-Plus) that was attached and incorporated by Reference in Resolution No. 2010-23 and Subsequently Amended in Resolution No. 2011-79

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board authorizing amendments and changes to the generic Agreement for Professional Services for the Transitional Housing Placement Program (THP-Plus).

BACKGROUND: On June 2, 2009, the Board of Supervisors approved Yuba County's plan for its THP-Plus Program, which provides contracted services to assist young adults, aged 18-24 years of age, who were former foster youths, in locating affordable housing and providing them with supportive services in preparation for their future.

DISCUSSION: Approval of this Resolution will allow the amendments and changes to the general Agreement for Professional Services for the Transitional Housing Placement Program (THP-Plus). The agreement was changed to accommodate minor editing and the addition of a new attachment regarding Confidentiality Provisions and Statements.

COMMITTEE: The Human Services Committee recommended approval on June 12, 2012.

FISCAL IMPACT: Approval of this Resolution will not impact County general funds as the THP-Plus Program is funded entirely by Local Revenue 2011 funding.

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

RESOLUTION AUTHORIZING AMENDMENTS AND CHANGES TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE TRANSITIONAL HOUSING PLACEMENT PLUS PROGRAM (THP-PLUS) THAT WAS ADOPTED BY REFERENCE IN IN RESOLUTION NO. 2010-23 AND SUBSEQUENTLY AMENDED IN RESOLUTION NO. 2011-79))))))))))	RESOLUTION NO. _____
--	--	-----------------------------

WHEREAS, on March 9, 2010, the Yuba County Board of Supervisors passed and adopted Resolution No. 2010-23, authorizing the Yuba County Health and Human Services Department to implement a transitional housing program and further authorized the chairman to accept funds and authorize the execution of agreements with agencies approved to receive funds commencing in the state fiscal year 2009/2010 and authorize the Director of the Yuba County Health and Human Services Department to execute, on behalf of the County of Yuba, agreements in the form incorporated therein by reference; and

WHEREAS, on September 13, 2011, the Yuba County Board of Supervisors passed and adopted Resolution No. 2011-79, authorizing amendments and changes to the Agreement for Professional Services that was adopted in Resolution No. 2010-23; and

WHEREAS, since the adoption of Resolution No. 2011-79, the Yuba County Health and Human Services Department found it necessary to make additional

amendments and changes to the Agreement for Professional Services that was adopted in Resolution No. 2010-23 and subsequently amended in Resolution No. 2011-79 which include eliminating language in Attachment B and the addition of a new Attachment F regarding Confidentiality Provisions and Statements.

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors authorizes the amendments and changes that were made to the generic Agreement for Professional Services that was attached and incorporated by reference in Resolution No. 2010-23 and subsequently amended in Resolution No. 2011-79.

PASSED AND ADOPTED this _____ day of _____, 2012, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

YUBA COUNTY BOARD OF SUPERVISORS

Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
Angil P. Morris Jones, County Counsel

By *Pat Lammone*
YUBA COUNTY COUNSEL

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and _____ ("CONTRACTOR") for the provision of services under the Transitional Housing Placement Plus Program ("THP-Plus"); a transitional housing placement program for eligible former Child Welfare Services or Probation foster youth, aged 18 – 24, with the aim of providing a safe living environment while helping youth to achieve self-sufficiency.

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A." CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-7 through A-9.

2. TERM.

Commencement Date:

Termination Date:

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

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

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

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

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-9.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

(Name of Position, not person), is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Insurance Provisions
Attachment F - Confidentiality Provisions and Statements
Attachment G - Participant Agreement
Attachment H - Individual Participant Fee Schedule and Cost
Justification
Attachment I - Invoice Format

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 201__.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"

_____, Director
Yuba County Health and Human
Services Department

(Name)
(Title)

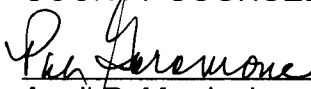
Tax I.D. No. _____

Authorized pursuant to Board
Resolution No. _____

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil P. Morris-Jones
County Counsel

ATTACHMENT A

SERVICES

A.1 PROGRAM OVERVIEW.

THP-Plus is a transitional housing placement opportunity for former foster youth, aged 18-24. The goal of the program is to provide a safe living environment while helping participants achieve self-sufficiency so that they can improve life skills prior to leaving the foster care support system. Participants may live alone, with roommates in apartments, or in single-family dwellings, with regular support provided by CONTRACTOR staff and YCHHSD Social Worker and Independent Living Program (ILP) Coordinator staff. Support services include regular visits to participants' residences, educational guidance, employment counseling, instruction and monitoring of budgeting and household expenses, and assistance reaching emancipation goals as outlined in the participants' Transitional Independent Living Plan (TILP).

A.2 TARGET POPULATION.

The target population for the COUNTY's THP-Plus program is those young adults who have emancipated from foster care, group home care, or probation and who desire continued support in order to be successful adults. To be considered for admission, an applicant must be:

- a. Emancipated from foster/probation care after having been in foster care placement between the ages of 16 to 18 and having participated in the Independent Living Program during that time;
- b. At least 18 years of age, but not yet 24 years of age;
- c. Actively pursuing school, vocational training, or COUNTY approved goals;
- d. Actively pursuing the goals of a Transitional Independent Living Plan (TILP) approved by YCHHSD's Independent Living Program;
- e. Willing to maintain a substance-free lifestyle;
- f. Has not previously participated in a THP-Plus program for a cumulative total of 24 months;
- g. Willing to enter into and abide by a contract with the CONTRACTOR that details the rights and responsibilities of each party, as specified in Attachment G – Participant Agreement; and the county of the applicant's last dependency has an approved THP-Plus plan.

A.3 PARTICIPANT APPLICATION AND SELECTION.

A.3.1 Referrals to THP-Plus shall be made by self-referral by the potential participant or initiated by YCHHSD's ILP Coordinator or Social Worker staff, COUNTY's Probation Department staff, foster care agencies or providers, or other community-based organizations.

A.3.2 All referrals to THP-Plus shall be submitted to YCHHSD's ILP Coordinator, who will take the following actions for each potential participant:

- a. Determine the applicant's eligibility to participate in THP – Plus.
- b. If eligible, consult with the applicant to identify their current strengths and needs as they relate to their TILP.
- c. Refer eligible applicants to the CONTRACTOR.
- d. Assist applicants in completing the application process required by CONTRACTOR.

A.3.3 Upon receiving the referral, CONTRACTOR shall take the following actions for each applicant:

- a. Review the applicant's letter of interest, application, applicant's TILP, and references, if appropriate.
- b. With a THP-Plus Program Team consisting of CONTRACTOR staff and one or more members of YCHHSD's Social Worker or COUNTY's Probation Department staff, complete one or more interviews with applicant to discuss the applicant's goals and how the THP-Plus program may assist the applicant in meeting those goals.
- c. Consult with the THP-Plus Program Team and review the applicant's strengths and needs identified in the applicant's TILP.
- d. Decide to accept or reject the application. If an application is rejected, CONTRACTOR shall notify the applicant of the rejection in writing, stating specific details that support the CONTRACTOR's decision, with a courtesy copy to YCHHSD's ILP Coordinator.

A.4 HOUSING MODEL.

Both COUNTY and CONTRACTOR recognize that high quality, consistent supportive services targeted to meet the needs of the individual participant are essential to a successful THP-Plus program. Both permanent and transitional housing units may be used by CONTRACTOR, depending on the individual participant's needs and abilities. The overall goal shall be to secure housing that becomes a permanent living situation for the participant; therefore, CONTRACTOR shall strive to enable progress towards a more permanent arrangement.

The THP-Plus program supportive services provided by the CONTRACTOR may utilize any one of the following housing models, depending upon the needs and skills of the individual participant:

- a. Single Site Transitional Model – Participants live in housing at a single location owned or leased by the CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. In this model the participant moves out of the rental unit at the conclusion of their participation in the THP-Plus program.
- b. Scattered-Site Transitional Model – Participants live in housing located in multiple locations in the community that are owned or leased by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months and the participant moves out of the rental unit at the conclusion of their participation in the THP-Plus program.
- c. Scattered Site Permanent Model – Participants live in housing located in multiple locations within the community that are owned or leased by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. The participant may continue to live in the rental at the conclusion of the participation in their THP-Plus program.
- d. Host Family Model – Participants live in a family setting with a relative, current or former foster family, or other consistent-caring adult who has been screened and approved by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. Whether the participant moves out of the host family setting at the conclusion of the participation in the THP-Plus program is determined on an individual basis.

In the host family model, the housing unit will be owned or leased by the host family. For the other housing models, the housing units will be owned or leased by CONTRACTOR. If leased, CONTRACTOR will sublease the housing unit to the participants. In all models, CONTRACTOR is expected to:

- a. Locate and utilize suitable and safe housing in areas near public transportation lines and with adequate educational, vocational, and employment opportunities.
- b. Utilize apartments, single-family dwellings, or condominiums that are transitional homes where participants may continue to live following their completion of THP-Plus, while preparing to live independently in safe housing they can afford; and
- c. Afford participants the opportunity to keep their household furnishings following their conclusion of their participation in THP-Plus.

A.5 CONTRACTOR'S SPECIFIC SCOPE OF SERVICES AND DUTIES.

A.5.1 SUPPORTIVE SERVICES.

Due to the individualized needs of each participant, CONTRACTOR shall develop a customized approach for each participant. In developing supportive services, it is important to remember that these supportive services are for participants who are legally adults, but who still require youth-focused services. CONTRACTOR agrees to provide each participant with the nurture, treatment, and training suited to his/her needs. In providing supportive services, CONTRACTOR shall:

- a. Coordinate with YCHHSD's ILP Coordinator to assist in creating a seamless transition from the minor's TILP to the participant's THP-Plus TILP and utilize the YCHHSD's ILP Coordinator and Social Worker staff, as well as other community and public partners as appropriate, to support the participant's THP-Plus TILP.
- b. Assist each participant in identifying their needs and developing their THP-PLUS TILP, which shall include goals for the participant's education and employment, in addition to involvement with the participant's biological family, as well as other friends, associates, and adults. Submit an initial THP-Plus TILP to COUNTY within sixty (60) days from the date of placement, which will include information provided by COUNTY's Independent Living Program. On a regular basis, but at least annually thereafter, review each participant's THP-Plus TILP with each participant and, as needed, review each participant's THP-Plus TILP with the THP-Plus Program Team and update the THP-Plus TILP to clarify participants' goals.

- c. Provide Social Worker staff whose duties will include:
 - 1) Case management of THP-Plus participants;
 - 2) Coordination and networking between interested parties relating to the YCHHSD's Independent Living Program; and
 - 3) 24-hour crisis intervention and support
- d. Provide each participant with a 24-hour emergency telephone number.
- e. If appropriate, assist participants in obtaining individual or group therapy, either directly or through a referral to community resources, and ensure that participants get to all medical appointments.
- f. As part of the THP-Plus Program Team, assist participants in finding and establishing appropriate medical care.
- g. If appropriate, provide educational advocacy and support, including linkages to Yuba College Foster Youth services, with the goal of the participant obtaining a high school diploma, GED, or High School Proficiency prior to completion of the THP-Plus program. CONTRACTOR understands that participants without a high school diploma are required to be enrolled in and attend a program leading to a high school diploma, high school equivalency, or a GED.
- h. Encourage and assist participants in seeking college or other post-high school training to better prepare for their future, including assisting participants in applying for college or trade school admission and applying for any scholarship or grants for which they may be eligible, as well as connecting participants with community resources designed to provide and ensure student support. CONTRACTOR understands that participants with a high school diploma are required to be enrolled in and attend job readiness training, vocational education, or college classes. CONTRACTOR further understands that participants on a vocational or work related track will attend formal, on-the-job or skill-building trainings that increase the participants' opportunities for success.
- i. Provide job readiness training and support, including linkages to Workforce Investment Act (WIA) partners, One-Stop Centers, California Youth Connection (CYC), AmeriCorps Mentor Program, Yuba College, and other appropriate employment resources.

- j. Ensure that participants attending school less than full-time meet their requirement to work a minimum of 20 hours per week. CONTRACTOR further understands that participants who are enrolled and attending at least 12 units at a college or vocational training program may have their minimum required work hours adjusted through consultation with the THP-Plus Program Team.
- k. Provide services that build and support relationships with a trusted adult, family, and the community that will continue to be a resource for the participant in the future.
- l. Conduct regular reviews at six-month intervals or more frequently as appropriate, regarding the participant's progress and submit ongoing written outcome evaluations of the participant's progress on a quarterly basis to COUNTY.
- m. Ensure that each participant deposits a set amount of their income from employment into an interest-bearing savings account each month, as specified by the participant's individual budget developed between the participant and the THP-Plus Program Team. It is understood by both parties that the savings account shall be a joint account and that CONTRACTOR, or its designee, shall be listed as one of the account holders. CONTRACTOR will ensure that withdrawal limits are established for each participant to take care of their essential expenses and that larger item purchases shall be made by a joint decision between the participant and CONTRACTOR. CONTRACTOR further agrees to consult frequently with participants about budgeting and planning for their needs.
- n. CONTRACTOR shall provide to the participant for deposit any funds retained on behalf of a participant into an interest-bearing savings account in a bank of savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. Both parties understand and agree that the principal and interest shall be distributed by CONTRACTOR to the participant when he/she leaves the program or earlier, if permitted by THP-Plus guidelines.
- o. Act as a public benefits advocate and assist participants in applying for any public benefits they may be entitled to, such as General Assistance (GA), CalFresh, Supplemental Security Income (SSI), Medi-Cal, etc.

- p. Provide special considerations and assistance for pregnant or parenting participants, which may include, but is not limited to: assistance securing child care, domestic violence services, parenting education and support, maternity provisions, and specialized services for children, such as assistance with immunizations, well child visits, and school enrollment.
- q. Assist the participant in finding affordable permanent housing during the participant's last six months in the program, if the participant is not already in permanent housing at that time. It is understood by both parties that affordable housing is housing that costs no more than 30 percent of the participant's monthly gross income.
- r. Provide adult mentors who will follow participants for a minimum of two (2) years following their completion of the THP-Plus program and ensure the provision of aftercare services, which shall include support groups and referrals to community resources, such as individual and group therapy, individual and group instruction, and life skills programs. Both parties understand and agree that these adult mentors may be, but are not limited to, volunteers from the community who commit to ensuring the continued success of the participant.
- s. Continue to conduct outcome evaluations of the participant every six months for two (2) years following the participant's completion of the THP-Plus program and provide reports on these outcome evaluations to COUNTY on a quarterly basis. It is understood by both parties that the participant will earn an incentive to be provided by CONTRACTOR upon the completion of these follow-up evaluations.
- t. Give COUNTY prior notice of at least seven (7) days of intent to discharge the participant unless it is agreed upon with COUNTY that less notice is necessary.

A.5.2 In providing services under THP-Plus, CONTRACTOR agrees to develop and, upon approval of COUNTY, enter into and abide by a contract with each participant, as specified in ATTACHMENT G – Participant Agreement. CONTRACTOR shall provide to COUNTY a copy of each Participant Agreement it enters into with COUNTY's participants.

A.5.3 ADDITIONAL DUTIES OF CONTRACTOR.

CONTRACTOR further agrees to:

- a. Follow admission requirements related to medical screening, physical examination, medical testing, and immunization.
- b. Develop an understanding of the responsibilities, objectives, and requirements of COUNTY as regards the participant and work collaboratively in planning for the participant.
- c. Maintain communication and coordination with YCHHSD's Children's Services Program Manager, or his/her designee, as regards services to be provided by CONTRACTOR.
- d. Work toward moving the participant towards self-sufficiency and permanent housing as the participant progresses through the THP-Plus program.
- e. Conform to all legal requirements of the THP-Plus program.
- f. Comply with the regulations promulgated pursuant to the THP-Plus program and, if said regulations are amended or revised, comply with such amendment or revision.
- g. Comply with the findings and recommendations of any audits and/or State reviews.
- h. Cooperate as requested with COUNTY for the purposes of providing statistical information regarding client-based data collection and outcomes relating to the services rendered under this Agreement.
- i. Submit at least one press release to media outlets (local newspaper, radio, newsletter, etc.) describing the THP-Plus program success, including a description of CONTRACTOR's partnership with COUNTY for this program.
- j. Provide certification that Civil Rights/Non-Discrimination training has been provided to all CONTRACTOR staff within 60 days of contract initiation.
- k. Provide regular on-the-job trainings to CONSULTANT's THP-Plus Program Team members, so that they may better assist the THP-Plus participants. Such trainings will include, but are not limited to:

- 1) Principles of nutrition, food preparation and storage, and menu planning.
- 2) Housekeeping and sanitation principles.
- 3) Provision of client care and supervision, including communication.
- 4) Availability of community services and resources.

A.5.4. CONTRACTOR's CERTIFICATION REQUIREMENTS.

CONTRACTOR understands and agrees that CONTRACTOR must be in compliance with the requirements of the THP-Plus program regulations as set out in Welfare and Institutions Code Section 16522.1 ss. (h) (1) – (21). Provided below are the 36 requirements for reference:

- a. The THP-Plus program will only serve eligible youth. (Section 16522.1 (a) (1))
- b. The THP-Plus program will not discriminate on the basis of race, gender, sexual orientation, or disability (pursuant to Welfare and Institutions Code Section 16522.1 (a) (1)) and youths who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medication shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.
- c. The CONTRACTOR's THP-Plus program plan includes a description of the THP-Plus application process and selection criteria for participation.
- d. The CONTRACTOR's THP-Plus program plan includes a description of the program and how it will ensure that participants live independently and accomplish the goals described in the participants' Supportive Transitional Emancipation Program (STEP)/THP-Plus TILP.
- e. The CONTRACTOR will, with the assistance of a COUNTY designee, assist each participant in the completion of their goals and activities described in their STEP/THP-Plus TILP.
- f. The STEP/THP-Plus TILP is updated for each participant at least annually by the tenant, COUNTY, and other appropriate individuals, as needed to reflect necessary changes.
- g. Participants in the THP-Plus program have the right to be free from arbitrary or capricious rules, the right to understand all rules in writing and in appropriate languages and formats, the right to appeal any loss of benefits or services before they are suspended

(unless imminent physical harm to someone would result), and the right to a grievance procedure.

- h. The participants' right to confidentiality is respected. This right applies to dissemination, storage, retrieval, and acquisition of identifiable information. The CONTRACTOR will not release information about a participant's receipt of services without a written release from the participant.
- i. The participant's right to privacy is respected. Information will be requested of participants only when the information is specifically necessary for the provision of services. Participants in the THP-Plus program will not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.
- j. Participants in the THP-Plus program will be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency.
- k. Participants in the THP-Plus program are given a choice regarding what services to access and the location of the services (on-site or off-site), as long as the goals of the STEP/THP-Plus TILP are being met.
- l. The CONTRACTOR will comply with California landlord/tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.)
- m. The CONTRACTOR's functions of property management and of service provider shall not be blended. The THP-Plus program plan shall clearly define the roles and responsibilities of each part of the CONTRACTOR's organization.
- n. Criminal record clearances shall be required for all CONTRACTOR employees.
- o. Strict employment criteria will be used by CONTRACTOR regarding any employee's age, drug/alcohol history, experience in working with the population, criminal background, etc. (Section 16522.1(2) (b))
- p. CONTRACTOR shall provide employees training and ensure that all employees are trained and capable of working with former foster youth.

- q. The CONTRACTOR's THP-Plus program shall be clearly distinguishable from those that should be licensed as an Adult Residential Care Facility under Health and Safety Code Section 1502(a) (1) or 1503.5(a).
- r. CONTRACTOR will comply with all applicable Federal, State, and local housing laws and with fire clearance requirements.
- s. Applicable provisions of the Welfare and Institutions Code Section 16522.1 regarding THP-Plus requirements are incorporated into the THP-Plus program plan. There requirements include, but are not limited to, the following:
 - 1) Education requirements (Section 16522.1(h) (1))
 - 2) Work requirements (Section 16522.1(h) (2), Section 16522.1(k))
 - 3) Savings requirements (Section 16522.1(h) (3))
 - 4) Personal safety (Section 16522.1(h) (4))
 - 5) Visitors (Section 16522.1(h) (5))
 - 6) Emergencies (Section 16522.1(h) (6))
 - 7) Medical Requirements (Section 16522.1(h) (7))
 - 8) Disciplinary measures (Section 16522.1(h) (8))
 - 9) Child care (Section 16522.1 (h) (9))
 - 10) Pregnancy (Section 16522.1 (h) (10))
 - 11) Curfew (Section 16522.1 (h) (11))
 - 12) Household cleanliness (Section 16522.1(h) (12))
 - 13) Use and system for payment of utilities, telephone, and rent (Section 16522.1 (g))
 - 14) Budgeting (Section 16522.1 (h) (14))
 - 15) Care and disposition of furnishings 9Section 16522.1 (h) (15))
 - 16) Decorating of apartments (Section 16522.1(h) (16))
 - 17) Cars (Section 16522.1(h) (17))
 - 18) Lending or borrowing money (Section 16522.1(h) (19))
 - 19) Dating (Section 16522.1(h) (20))
 - 20) Ground rules for termination. Examples include: harboring runaways, illegal activities, injury to others, causing community disruption or engaging in nuisance behavior (Section 16522.1(h)(21))
- t. The housing provided to participants has reasonable access to schools, employment-appropriate supportive services, shopping, and medical care.

- u. No more than two participants in the THP-Plus program share a bedroom.
- v. When funds are retained by the CONTRACTOR on behalf of the participant, CONTRACTOR shall ensure that these funds are deposited in an interest-bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the THP-Plus program, or earlier if permitted by the THP-Plus program guidelines.

A.6 COUNTY's DUTIES AND RESPONSIBILITIES.

The scope of COUNTY's duties and responsible include the following:

- a. To meet the goals of the participant's TILP, coordination between YCHHSD's Independent Living Program and CONTRACTOR's services offered to the participant will be monitored by the YCHHSD's ILP Coordinator to create a seamless transition for the THP-Plus participant.
- b. To assist in 24-hour crisis intervention and support provided by CONTRACTOR, YCHHSD will provide:
 - 1) Access to an On-Call professional;
 - 2) Resource referral to Sutter-Yuba Mental Health Services;
and
 - 3) 24-hour access to a Mental Health Professional.
- c. YCHHSD will use the regular reports on individual participants' progress and outcomes provided by CONTRACTOR to evaluate the effectiveness of its THP-Plus program, using an evaluation framework provided by the California Department of Social Services which will include the following outcomes:
 - 1) Educational attainment
 - 2) Career and employment development
 - 3) Vocational training'
 - 4) Job placement and retention
 - 5) Daily living skills
 - 6) Substance abuse prevention
 - 7) Preventive health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention)
 - 8) Housing and household management

- 9) Consumer and resource use
- 10) Interpersonal/social and self-development skills
- 11) Survival skills
- 12) Computer/Internet skills.

A.7. TIME SERVICES RENDERED.

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

A.8. MANNER SERVICES ARE TO BE PERFORMED.

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

A.9. FACILITIES FURNISHED BY COUNTY.

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

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR an amount not to exceed _____ (Written) (\$) during the term of this Agreement. The maximum amount of payment is based upon the total cost of placements using a rate of up to \$2,748.00 per month per individual placement, as agreed upon by both parties using the following procedure:

- a. Prior to placement, CONTRACTOR shall determine the THP-Plus Program services to be provided to each participant and submit a completed Individual Participant Fee Schedule and Cost Justification (Attachment H) for each participant to COUNTY for review and approval.
- b. COUNTY shall review each submitted Individual Participant Fee Schedule and Cost Justification and either:
 - 1) Indicate approval by the authorized representative signing and dating the document and returning a copy of the approved form to CONTRACTOR or,
 - 2) Indicate denial by the authorized representative stating the reason for such denial and signing, dating, and returning a copy of the denied form to CONTRACTOR.

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed _____ (Written) (\$) without a formal written amendment to this Agreement approved by both parties.

B.2 FISCAL PROVISIONS.

B.2.1 For the months of _____ through _____, CONTRACTOR shall submit monthly detailed invoices for payment of services rendered in the format specified in Attachment I - Invoice Format. Invoices shall be submitted after completion of services or no later than the tenth (10th) day of the month following provision of services. COUNTY shall issue payment in accordance with the terms of this Agreement no later than 30 days after the receipt of a complete and accurate invoice.

B.2.1.1 Any participant who received services under the THP-Plus Program for less than the entire month, CONTRACTOR shall determine the amount to be invoiced by prorating the monthly

rate for that participant by the number of days in which services were provided for in that month.

B.2.2 For the month of June, 201____, CONTRACTOR shall submit a monthly detailed invoice in accordance with the format specified in Attachment I – Invoice Format, based upon the estimated costs of services to be rendered in June, 201____ no later than June 10th. CONTRACTOR shall submit a final detailed invoice based on actual costs of services rendered for June, 201_ no later than the tenth (10th) day of the month following the provision of services. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

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

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

ATTACHMENT C

ADDITIONAL PROVISIONS

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

C.2 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

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

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

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.13 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.7 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.8 CONFIDENTIALITY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.9 RECORDKEEPING. CONTRACTOR shall maintain fiscal controls using generally accepted practices and shall establish such fiscal controls and funding accounting procedures as required by THP – Plus, the State of California, and COUNTY regulations to assure the proper disbursement or, and account for, funds paid to CONTRACTOR under this AGREEMENT and the THP-Plus program.

C.10 GENERAL ASSURANCE. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of the expenditure of public funds under this Agreement and to avoid any favoritism, questionable, or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial, or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

C.11 AUDIT. The following audit requirements shall apply from the effective date of this Agreement until six (6) years after COUNTY's final payment under this Agreement:

- a. CONTRACTOR shall allow COUNTY's authorized representatives to inspect, audit, and copy records as needed to evaluate and verify any invoices, payments, and claims that CONTRACTOR submits to COUNTY or that any payee of CONTRACTOR that submits to CONTRACTOR in connection with this Agreement. "Record" includes but is not limited to correspondence, accounting records, subcontractor files, change order files, and other supporting evidence relevant to the invoice, payment, or claim.

- b. The Federal Government, COUNTY, State of California or its designee shall have the right to observe, monitor, and/or evaluate all conditions and activities of CONTRACTOR and to investigate, examine, and audit all records, books, papers, or documents related to the conduct of programs funded by this Agreement.
- c. CONTRACTOR shall maintain such program and fiscal records and make such program statistical and fiscal reports as required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding the timely completion and submission of the required reports.
- d. CONTRACTOR agrees to retain all records pertinent to all grants and agreements under THP – Plus, including financial, statistical, property, and participant records and supporting documentation. CONTRACTOR will receive written approval from COUNTY prior to the destruction of any records.

C.12 PROPERTY. Property procured with THP-Plus funds will be used for the purposes of the THP-Plus program. CONTRACTOR will adhere to procedures and recording requirements as may be published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property, including an annual physical inventory.

C.13 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.epls.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

ATTACHMENT D
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards

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

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

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

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

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

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

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

CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a

range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

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

If to "COUNTY":

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

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

If to "CONTRACTOR":

ATTACHMENT E

INSURANCE PROVISIONS

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

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

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

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

- | | | |
|---|---|--|
| 1. General Liability:
(including operations,
products and completed
operations.) | \$ _____ | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$ _____ | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |

4. Employer's Liability: \$ _____ Each accident, \$ _____ policy limit
bodily injury by disease, \$ _____
each employee bodily injury by disease.
5. Professional Errors \$ _____ Per occurrence.
and Omissions Liability
(if required):

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

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

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

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

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

E.6 Sub-Contractors. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract for the Independent Living Program entered into between the COUNTY and CONTRACTOR, the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

F.2.1 PERSONALLY IDENTIFIABLE INFORMATION is Confidential Information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

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

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

F.3 BACKGROUND.

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

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

any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

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

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

F.4 PROVISIONS.

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

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

F.4.2.1 Securing all areas where Confidential Information is maintained and/or stored;

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

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

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

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

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

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

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

F.4.8.1 Upon the suspicion or discovery of a Breach, Security Incident, intrusion, or unauthorized use or disclosure of Confidential Information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

F.4.8.2 Notification of any Breach, Security Incident, or unauthorized access as described in section 4.8.1 shall be provided to:

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

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected Breach, Security Incident, or unauthorized access of Confidential Information. Within seventy two (72) hours of the discovery, if an actual Breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

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

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

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

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

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

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: _____

CONTRACTOR

(Signature)

(Print Name and Title)

ATTACHMENT G
PARTICIPANT AGREEMENT

- G. 1** In providing services under THP-Plus, CONTRACTOR agrees to develop and, upon approval of COUNTY, enter into and abide by a contract with the participant that details the rights and responsibilities of each party, including, but not limited to, the following:
- a. Specifies commencement and termination dates of the contract which shall coincide with the CONTRACTOR's current Agreement with COUNTY for services under the THP-Plus Program. In no event shall the CONTRACTOR's contract with a participant commence prior to the CONTRACTOR's Agreement with COUNTY nor continue beyond the termination date of the CONTRACTOR's Agreement with COUNTY. Further, in no event shall the CONSULTANT's contract with a participant provide any participant more than a cumulative of 24 months of services under the THP-Plus Program.
 - b. Specify that in the event that the participant's contract terminates, the participant must reapply for any future services under the THP-Plus Program and that any such applications will be accepted on a first come, first serve basis.
 - c. The system for payment of participant's ongoing expenses, such as utilities, telephone, and rent;
 - d. The amount of an adequate allowance to be provided to the participant to purchase food and other necessities;
 - e. The household furnishings to be provided to participant and the terms of disposition of such furnishings when the participant completes the program;
 - f. The process of evaluation of the participant's progress throughout the program and the process of reporting this progress to COUNTY;
 - g. The requirement of each participant under the age of 21 to actively participate in an approved independent living program and, with the assistance of CONTRACTOR, to develop and complete TILP goals and activities;
 - h. Linkage to job training through Workforce Investment Act partners, the One Stop Center, Yuba College, and other appropriate employment resources;

- i. The acknowledgement that participants may not discriminate on the basis of race, natural origin, gender, sexual orientation, or disability; and
- j. The following policies:
 - 1) Education Requirements, as described in Provision A.5.1, subsection e. and f. above.
 - 2) Work Expectations, as described in Provision A.5.1, subsection h. above.
 - 3) Savings Requirements, as described in Provision A.5.1, subsection j. above.
 - 4) Personal Safety, which requires that each participant's residence will be locked and windows closed, when the participant is not present and at night.
 - 5) Visitation, which allows participants to have visitors, subject to the following guidelines:
 - i. Participants may not have overnight visitors without advance permission from the THP-Plus Team.
 - ii. Participants may have no more than two visitors in the residence without advance permission from the THP-Plus Team.
 - iii. Visitors must leave by the established curfew.
 - iv. Visitors may not participate in any conduct that is disorderly, creates a nuisance, or is illegal.
 - v. Visitors may not be in possession of weapons of any kind.
 - vi. Visitors under the age of 21 may not be in possession or under the influence of alcohol. No visitor may be in the possession of illicit drugs.
 - vii. Participants are responsible for ensuring that their visitors know and follow the established guidelines.
 - 6) Emergencies, which shall specify that, in case of emergency, participants will call 911 and, as soon as practical, notify CONTRACTOR of the nature and disposition of the emergency.
 - 7) Medical, which shall specify that the participant is required to have a physical examination annually and a dental examination every six months. This policy shall also require that all medications (over-the-counter and prescription) are to be kept in properly labeled containers and that the participant is responsible for obtaining appropriate instructions from the prescribing physician or the pharmacist to ensure proper handling and self-administration. The policy will also inform the participant that he/she will be requested to sign a release of information for medical information.
 - 8) Disciplinary Measures, which will state that discipline will be used to help participants make positive decisions and that consequences for violating THP-Plus program rules will be natural, logical, and

progressive and may range from limiting a participant's curfew or visitor privileges up to, and including, termination from the program. The policy will include the option of constructing a new THP-Plus TILP should problems persist and the participant resists positive and healthy choices. The policy will further inform the participant that discipline will be imposed after CONTRACTOR reviews the violation with the participant and consults with the THP-Plus Program Team and that illegal activities will be reported to the proper authorities and that the participant has the right to be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature.

- 9) Child Care, which specifies that the participant will be primarily responsible for child care and that CONTRACTOR staff will assist the participant in searching out and evaluating child care alternatives.
- 10) Pregnancy, that specifies that education will be offered to the participant on the prevention of unwanted pregnancies and sexually transmitted diseases through abstinence and safe sex practices. Further, the policy shall state that a participant who becomes pregnant may continue the program if progress is maintained and program guidelines are met and that, in that instance, CONTRACTOR staff will assist the participant in obtaining necessary prenatal medical care, parent education, and other appropriate services for pregnant women and new mothers.
- 11) Curfew, which specifies a curfew of 10:00 p.m. on Sunday through Thursday nights and 12:00 a.m. on Friday and Saturday nights and that the curfew may be adjusted by prior arrangement with CONTRACTOR. Additionally, the policy will inform the participant that all participants are required to sleep in their own residence unless prior arrangements have been made with the THP-Plus Program Team.
- 12) Household cleanliness, which specifies that the participant will maintain a lean living space performing chores including, but not limited to, taking out garbage, washing dishes, vacuuming carpets, sweeping floors, cleaning bathrooms, and washing clothes and that the participant shall allow the THP-Plus Program Team access to their residence for periodic inspections to ensure the premises meet the minimum standards of cleanliness.
- 13) Use of utilities and telephone, if appropriate.
- 14) Budgeting, which specifies that the participant will complete and follow a monthly budget prepared with the assistance of CONTRACTOR staff which will include, but is not limited to, rent, utilities, food, clothing, transportation, and savings. The policy will further state that the budget will specify how much of each item will

be subsidized by the THP-Plus program and how much will come from the participant's earnings; with the participant's financial requirement being need-based and determined by the participant's income, school load, child care, etc. and the goal being to increase the participant's ability and responsibility to live independently.

- 15) Care of furnishings, which specifies that the participant will be responsible for the reasonable care of all the furnishings in his/her residence.
- 16) Household decorations, if applicable.
- 17) Cars, which specifies that the participant may own and operate a car provided that: 1) the participant has a valid California driver's license; 2) obtains insurance coverage that meets the state mandated minimum requirements, and 3) can demonstrate that the participant can afford this type of expense. The policy will state that CONTRACTOR staff will assist the participant if the participant wishes to acquire a car as part of their budgeting process and help the participant to plan carefully for the expenses of vehicle ownership, including loan payments, insurance, registration, fuel, and maintenance but that, in no event and under no circumstance, do the CONTRACTOR, its officials and board members, and its employees or the COUNTY, its elected officials and board members, and its employees accept any liability for participants who choose to drive.
- 18) Lending or Borrowing Money, which specifies that the participant is responsible for all of their personal debt. Additionally the policy will state that CONTRACTOR will educate the participant on the importance of establishing and keeping a good credit rating and, as part of this training, the participant shall request and review a credit report to make sure the information is accurate. Should any discrepancies be found, appropriate steps will be taken by the participant to clear up the inaccuracy in the credit report.
- 19) Dating, which specifies that the participant may date but must follow all established rules, including curfew, visitors, underage drinking, and abstinence from illicit drugs.
- 20) Grounds for Termination, which states that the intent and goal of the THP-Plus program is to help build, strengthen, and sustain the self-reliance and independence of the participant as the participant transitions into a responsible adult living within the community. Further, that every effort will be made to help the participant make positive choices and that termination or removal of the participant from the program is considered a course of last resort. Additionally, the policy shall state that the decision to remove or terminate a participant from the program will be made in consultation with the THP-Plus Program Team and that violations that could result in termination include, but are not limited to:

- i. Illegal activities, including but not limited to using and/or possessing illicit drugs and underage drinking.
 - ii. Repeated violation of program rules.
 - iii. Lack of effort in achieving educational or vocational goals.
 - iv. Lack of cooperation with the THP-Plus Program Team.
 - v. Behavior that is dangerous to the participant or to others.
 - vi. Continued refusal to take medications – Participants will be encouraged to take medications as prescribed by their doctor. If the failure to take such medications results in destructive or self-injurious behavior, law enforcement will be summoned immediately. Continued refusal by the participant to take medications resulting in destructive behavior may result in termination from the program.
- 21) Due Process, which specifies that services for participants will not be discontinued without due process and only after reviewing the grounds for discontinuance with the participant and in consultation with the THP-Plus Program Team, unless the discontinuance is due to the expiration of the term of the participant's contract and the participant is required to reapply for any future services under the THP-Plus Program.
- 22) Free from Arbitrary and Capricious Rules which states that the participant will not be subject to arbitrary or capricious rules and that rules will be made only after consultation with the THP-Plus Program Team. Further, that the justification or rationale for all rules will be explained to the participant and that if a participant feels a rule is arbitrary or capricious, he/she may appeal to the CONTRACTOR or to COUNTY.
- 23) Right to Confidentiality, which states that all information and records obtained from or regarding the participant are confidential and will be held private and that CONTRACTOR shall be responsible for safeguarding the confidentiality and privacy of such information and records.
- 24) Right to Privacy which states that the participant shall have a right to privacy and that CONTRACTOR will respect that right. Further that, except for an emergency, CONTRACTOR will not enter the participant's residence without permission; however, it is also understood by all parties that the participant has the responsibility to allow reasonable access under program guidelines.

ATTACHMENT H

INDIVIDUAL PARTICIPANT FEE SCHEDULE AND COST JUSTIFICATION

COUNTY shall reimburse CONTRACTOR up to the maximum amount payable as specified in Attachment B, Provision B.1 BASE CONTRACT FEE for THP-Plus services rendered for Participant No: (Participant ID), based upon the following monthly rate agreed upon by both parties. CONTRACTOR understands and agrees that in no event shall the monthly rate of service for the participant exceed \$2,748.00.

Participant ID:	Provider:
Effective Date of Rate:	Rate:
BUDGET	
Personnel Expenses:	Monthly Cost
Housing Specialist/Property Manager	\$
Social Worker and Social Worker Supervision	\$
Payroll Taxes and Benefits	\$
Subtotal	\$
Program Expenses:	
Rental Subsidy	\$
Savings/Emancipation Fund Deposit	\$
Grocery, cleaning supplies, etc.	\$
Utility Assistance	\$
Transportation Assistance	\$
Other Program Expenses (i.e. personal necessities, clothing, recreation, laundry, etc.)	\$
Subtotal	\$
Indirect Expenses	
Indirect Costs *	\$
Total Budget (Rate)	\$

*Indirect Costs: Contractor shall provide a breakout of costs, which may include the cost of other program related operating expenses such as: evaluation expenses, audit expenses, office supplies, office rental, insurance, professional development of staff, office utilities, and program management. Total amount claimed for indirect cost shall not exceed 15% of the total costs salaries and benefits claimed for personnel expenses.

_____ Approved _____ Denied

ILP Coordinator for COUNTY

Date

Authorized Official for COUNTY

Date

Reason for Denial: _____

ATTACHMENT I
INVOICE FORMAT

Contractor's Name and Address			Contact Name and Phone Number		
Contractor's Name: Contractor's Address:			Name: Phone: FAX:		
Program			Period of Service/Invoice Number		
CWS THP-Plus					
Date of Service	Client ID	Rate	# of months of Service	# of Days Prorated	Amount
					\$
					\$
					\$
					\$
					\$
GRAND TOTAL					\$

Certification:

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

Authorized Signature

Date

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

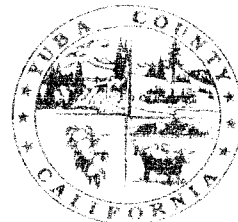


Yuba County Sheriff's Department

Steven L. Durfor, Sheriff - Coroner

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

216-12



JUNE 12, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER SLD/m

RE: DRUG ENFORCEMENT AGREEMENT WITH U.S. DEPARTMENT OF JUSTICE

RECOMMENDATION:

Approve the Agreement between the Sheriff's Department and U.S. Department of Justice, Drug Enforcement Administration to provide law enforcement services relating to the eradication and suppression of illicit marijuana.

BACKGROUND:

This is an annual agreement, which has been in effect for many years and requires Board of Supervisors approval to provide law enforcement services for the eradication of illicit cannabis plants and in the investigation and prosecution of these cases. The agreement covers the period of January 1, 2012 to December 31, 2012, and provides funding in the amount of \$40,000.

DISCUSSION:

This is the continuation of an agreement that is a benefit to both the Sheriff's Department and the Drug Enforcement Administration. The agreement will provide a total of \$40,000 in additional law enforcement revenue. The Sheriff will provide law enforcement personnel in accordance with the attached agreement.

FISCAL IMPACT:

No additional cost to the Sheriff's Department or General Fund. Revenues from the Department of Justice will cover the necessary costs relating to the eradication and suppression of illicit marijuana.

COMMITTEE ACTION:

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

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U. S. Department of Justice
Drug Enforcement Administration

Agreement Number: **2012-59**

This Letter of Agreement (LOA) is entered into between the **YUBA COUNTY SHERIFF'S DEPARTMENT**, hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

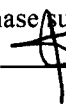
There is evidence that trafficking in controlled substances exists, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and in the investigation and prosecution of those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. **MANDATORY requirement to utilize the Web-based DEA internet Capability Endeavor (DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - g. Submit to DEA quarterly expenditure reports.
2. It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs a, b, c, d, e, f, and g above shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by

THE AGENCY.

3. DEA will pay to **THE AGENCY** Federal funds in the amount of **Forty Thousand Dollars (\$40,000.00)** for the period of **JANUARY 1, 2012, to DECEMBER 31, 2012**, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. **THE AGENCY** explicitly understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement may not be used to defray costs relating to herbicidal eradication of cannabis without the advance written consent of DEA. These Federal funds shall not be used to fund any state, county or local program that authorizes cultivating marijuana in support of that program. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of cannabis eradication, examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support cannabis eradication. These Federal funds are not intended primarily for the purchase of equipment, supplies. When DCE/SP funds are used to purchase ~~supplies and equipment~~, those items must be directly related to the program activities. **[Agency Initial**  **]**

All purchases of equipment and supplies must have approval from DEA. Procurement of these items is subject to the following approval authority: LOA expenditures up to \$2,500 will be approved at DEA Division level. When expenditures exceed \$2,500, prior to the purchase being made, the LOA must request authorization in writing, **through** the respective DEA Division, **to OMS**. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. Unless specifically approved in advance, expenditures for equipment should not exceed 10% of the total Federal funds awarded. Though equipment/supplies may be specifically itemized in the Operation Plan, **they are not automatically approved for purchase**. All requests for purchases must be received in HQ/OMS by October 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. These will include items justified as training aids if they are embossed, engraved or printed with the agency or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount

of these funds shall be used to finance the acquisition of goods or services (including construction services) unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and
- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services (including construction services) that have an aggregate value of \$500,000 or more.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.3), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA's share.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY's** personnel engaged in cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. §66.32.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and an October thru December (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** of Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is 01/01/2012 through 12/31/2012.

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE**

AGENCY understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the Letter of Agreement (LOA); Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the *State of California* resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within thirty (30) days after termination of the Agreement, **THE AGENCY** will prepare an October thru December (FINAL) Accounting Form and a Federal Financial Report SF-425, itemizing the breakdown of final expenditures. The October thru December (FINAL) Accounting Form and

the SF-425, along with a refund check, payable to DEA for any unexpended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by January 31st.

18. Upon submission of the October - December (FINAL) Accounting Form and Federal Financial Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 3. This Agreement may be terminated by either party for good cause shown after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. **THE AGENCY** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period.

20. **THE AGENCY** must be registered in the Central Contractor Registration (CCR) to receive payment of Federal funds. There are two steps to registering in CCR. **First**, **THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-2343867). **Second**, **THE AGENCY** must then register with CCR via the internet www.ccr.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for CCR). Both the DUNS number and registration in CCR are free of charge.

Note: It is THE AGENCY's responsibility to update their CCR registration annually or whenever a change occurs.

THE AGENCY's current DUNS No. is .

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires on June 1, 2012.

YUBA COUNTY SHERIFF'S DEPARTMENT

By: 

Title: Sheriff-Coroner

Date: 4-26-12

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

DRUG ENFORCEMENT ADMINISTRATION

By: _____

Date: _____

Anthony D. Williams
Special Agent in Charge
San Francisco Field Division

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS AND COMPLETE
THE BOTTOM OF THIS SECTION**

ACCOUNTING CLASSIFICATION/OBLIGATION NO.; SLA-G2/001-I:
12/12/S1R/OM/8210000/SLA-G2/001-IB/DCE/OPS

CT No. _____

DP No. _____

UFMS INPUT DATE: _____, BY: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

YUBA COUNTY BOARD OF SUPERVISORS

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

APPROVED AS TO FORM:

BY: 
COUNTY COUNSEL

Memorandum



Subject

Electronic Funds Transfer
(DFN: 601-13)

Date

April 17, 2012

To

All Domestic Cannabis Eradication/Suppression
Program (DCE/SP) Participating Agencies

From

L. Alan Bassham
L. Alan Bassham
Chief, Investigative Support Section

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency bank account. In order to process electronic transfers the following information must be provided below:

Agency Name on Bank Account: Yuba County Treasurer

Account Number: [REDACTED]

Name of Bank/Financial Institution: U.S. Bank

Address of Bank/Financial Institution: Government Bank Department
621 Capitol Mall Suite 900
Sacramento, CA 95814

Telephone Number of Bank/Financial Institution: (916) 498-3439

Contact Person of Bank/Financial Institution: TROY KIDD

Bank/Financial Institution ABA Number: [REDACTED]

Lorraine Daggett Chief Deputy Treasurer & Tax Collector

Authorized Agency Representative – Name & Title

Lorraine Daggett
Signature of Authorized Agency Representative

4-30-12
Date

(This original form and original Letter of Agreement Package must be returned to your regional contractor for processing. Please retain a copy for your records.)

REQUEST FOR ADVANCE OR REIMBURSEMENT <i>(See instructions on back)</i>		OMB APPROVAL NO. <div style="background-color: black; width: 100px; height: 15px; margin: 5px 0;"></div>		PAGE 1 OF 2 PAGES	
		1. TYPE OF PAYMENT REQUESTED a. "X" one or both boxes <input checked="" type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL		2. BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED Drug Enforcement Administration		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 2012-59		5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST	
6. EMPLOYER IDENTIFICATION NUMBER <div style="background-color: black; width: 80px; height: 15px; margin: 5px 0;"></div>	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST			
		FROM (month, day, year) January 1, 2012		TO (month, day, year) December 31, 2012	
9. RECIPIENT ORGANIZATION Name: Yuba County Sheriff's Department Number and Street: 215 5th St City, State and ZIP Code: Marysville CA 95901		10. PAYEE (Where check is to be sent if different than Item 9) Name: Number and Street: City, State and ZIP Code:			
11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED					
PROGRAMS/FUNCTIONS/ACTIVITIES ➤		(a) Original LOA	(b)	(c)	TOTAL
a. Total program outlays to date (As of date)		\$40,000.00			\$40,000.00
b. Less: Cumulative program income					
c. Net program outlays (Line a minus line b)		\$40,000.00			\$40,000.00
d. Estimated net cash outlays for advance period					
e. Total (Sum of lines c & d)		\$40,000.00			\$40,000.00
f. Non-Federal share of amount on line e					
g. Federal share of amount on line e					
h. Federal payments previously requested					
i. Federal share now requested (Line g minus line h)		\$40,000.00			\$40,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month				
	2nd month				
	3rd month				
12. ALTERNATE COMPUTATION FOR ADVANCES ONLY					
a. Estimated Federal cash outlays that will be made during period covered by the advance					
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period					
c. Amount requested (Line a minus line b)					

CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL



TYPED OR PRINTED NAME AND TITLE

Steven L. Durfor
Sheriff/Coroner

DATE REQUEST
SUBMITTED

4-26-12

TELEPHONE (AREA CODE,
NUMBER AND EXTENSION)

530-749-7732

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	Entry	Item	Entry
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
<p>Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.</p>			
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Yuba County Sheriff's Department
215 5th Street, Suite 150
Marysville, CA 95901

2. Application Number and/or Project Name

Agreement No. 2012-59
Drug Enforcement administration

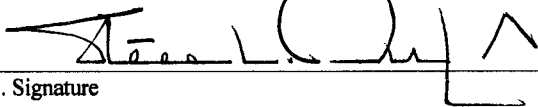
3. Grantee IRS/Vendor Number

Federal ID#

4. Typed Name and Title of Authorized Representative

Steven L. Durfor, Sheriff-Coroner

5. Signature



4-26-12

6. Date



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

4-26-12

Date

The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

DAN M. MIERZWA
TREASURER & TAX COLLECTOR



GOVERNMENT CENTER
915 8th STREET, STE. 103
MARYSVILLE, CA 95901-5273

217-12

PHONE (530) 749-7840
FAX (530) 749-7844

TO: Board of Supervisors

May 22, 2012

FROM: Dan M. Mierzwa, Treasurer & Tax Collector 

RECOMMENDATION

Approve discharging the Tax Collector from the accountability for the collection of taxes, penalties and interest on Unsecured Property Taxes as per the attached list.

BACKGROUND

The attached list of delinquent Unsecured property taxes currently does not justify the continued cost of trying to collect nor pursue further collection efforts as there may be no assets and or we are unable to locate the parties being assessed.

DISCUSSION

By approving this action, it does not relive the Assessee of their tax liability. Liens have been filed in Yuba County as well as additional counties where appropriate. In addition, discharged tax liabilities, if still unpaid will continue to have liens re-filed to the maximum extent as allowed by Revenue and Taxation Code.

At any time should the accumulated amount justify the cost of collection, the Tax Collector will take the necessary action to pursue collections as time and staff allow.

FISCAL IMPACT

As approval of Discharge of Accountability does not relive the Assessee of their tax liability, there is no fiscal impact.

COMMITTEE

Due to routine in nature, bypassed committee.

ASSESSMENTS TO BE DISCHARGED FOR THE TAX YEAR 2011-2012

Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
990-048-815-000	2009	G	WILDER CLAY	25.46	Under \$50.00 not cost effective to work
991-049-394-000	2010	J	GIRD JOHN & BETTY JT	26.96	Under \$50.00 not cost effective to work
PRIOR YEAR UNSECURED SUPPLEMENTAL UNDER \$50.00 TOTAL				\$52.42	

Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
980-000-160-000	2009	X	SHERIFFS RESERVE INC	1,266.88	Government entity
990-034-783-001	2005	G	STINEHELPER JONATHAN J TRUSTEE	71.49	Deceased
990-037-848-001	2006	G	COUNTRYWIDE HOME LOANS	202.72	Business Closed
990-043-514-000	2007	G	SMOTHERMAN DOYLE F & MAYRENE JT	155.78	Deceased
991-043-514-000	2008	G	SMOTHERMAN DOYLE F & MAYRENE JT	115.34	Deceased
PRIOR YEAR UNSECURED SUPPLEMENTAL TOTALS				\$1,812.21	

Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
910-000-057-000	2010	K	RIDDLE DARRELL	42.56	Under \$50.00 not cost effective to work
910-000-077-000	2009	K	AGUILAR MIGUEL	25.96	Under \$50.00 not cost effective to work
910-000-171-000	2010	K	TAYLOR LARRY D & CHARLENE L JT	47.27	Under \$50.00 not cost effective to work
910-001-101-000	2010	K	CLAYTOR TONY L & KATHRYN J JT-CP	37.64	Under \$50.00 not cost effective to work
910-001-278-000	2010	K	EYRE MARK & ANNA	28.34	Under \$50.00 not cost effective to work
PRIOR YEAR UNSECURED MOBILE HOME UNDER \$50.00 TOTAL				\$181.77	

Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
910-000-491-000	2010	K	STEWART CECIL & YVONNE	213.82	Deceased
910-000-610-000	2010	K	MULLANEY THOMAS	67.20	Deceased
910-000-646-000	2009	K	TICE NAOMI	156.74	Deceased
910-000-646-000	2010	K	TICE NAOMI	121.39	Deceased
910-001-432-000	1999	K	KERNS THOMAS E, ETAL	292.70	Mobile home sold at lien sale.
910-001-432-000	2000	K	KERNS THOMAS E, ETAL	285.76	Mobile home sold at lien sale.
PRIOR YEAR UNSECURED MOBILE HOME					

910-001-432-000	2002	K	KERNS THOMAS E. ETAL	152.00	Mobile home sold at lien sale.
910-001-432-000	2003	K	KERNS THOMAS E. ETAL	152.00	Mobile home sold at lien sale.
910-001-432-000	2004	K	KERNS THOMAS E. ETAL	152.00	Mobile home sold at lien sale.
910-001-432-000	2010	K	KERNS THOMAS E. ETAL	141.78	Mobile home sold at lien sale.
910-001-581-000	2009	K	FRENCH CAROLYN	76.76	Deceased
910-001-581-000	2010	K	FRENCH CAROLYN	76.52	Deceased
910-001-583-000	2008	K	KVATERCHUK OKSANA	60.48	Mobile demolished
PRIOR YEAR UNSECURED MOBILE HOME TOTALS				\$1,949.16	

Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
990-051-344-000	2009	Q	DLHC INC ETAL	45.50	Under \$50.00 not cost effective to work
991-051-777-000	2011	Q	HAMMERHEAD PROPERTIES	26.48	Under \$50.00 not cost effective to work
CURRENT YEAR SUPPLEMENTAL UNSECURED UNDER \$50.00 TOTALS				\$71.98	

Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
990-043-546-001	2007	Q	GASAWAY TOMMY D	286.37	Deceased
990-051-195-000	2010	Q	HOUSING & URBAN DEVELOPMENT SECRETARY OF	700.90	Government entity
990-051-197-000	2010	Q	HOUSING & URBAN DEVELOPMENT OF WA DC SECR	499.34	Government entity
990-051-198-000	2010	Q	HOUSING & URBAN DEVELOPMENT OF WA DC SECR	635.06	Government entity
990-051-199-000	2009	Q	HOUSING & URBAN DEVELOPMENT SECRETARY OF	141.04	Government entity
991-043-546-001	2008	Q	GASAWAY TOMMY D	372.86	Deceased
991-051-199-000	2010	Q	HOUSING & URBAN DEVELOPMENT SECRETARY OF	471.64	Government entity
CURRENT YEAR SUPPLEMENTAL UNSECURED TOTALS				\$3,107.21	

Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
800-000-106-000	2011	U	JONES GEORGE	30.95	Under \$50.00 not cost effective to work
800-000-270-000	2011	U	THAO DAVID F & VANG PHOUA	34.22	Under \$50.00 not cost effective to work
800-000-428-000	2011	U	B JS RICHARDSON HOME FURNISHINGS INC	41.63	Under \$50.00 not cost effective to work
800-001-597-000	2011	U	PRODANOVICH MICHAEL C	44.56	Under \$50.00 not cost effective to work
800-001-700-000	2011	U	COPLIN THELMA JEAN	34.32	Under \$50.00 not cost effective to work
800-001-706-000	2011	U	MONETTE DENISE	36.40	Under \$50.00 not cost effective to work
800-001-892-000	2011	U	GAFFORD JEANNIE K	37.13	Under \$50.00 not cost effective to work
800-002-279-000	2011	U	BARAJAS CANDIS	39.61	Under \$50.00 not cost effective to work
CURRENT YEAR UNSECURED UNDER \$50.00					

800-002-290-000	2011	U	LARJER INC	30.95	Under \$50.00 not cost effective to work
800-002-391-000	2011	U	MALONE DENEAN	31.20	Under \$50.00 not cost effective to work
800-002-695-000	2011	U	RBS WORLDPAY	29.95	Under \$50.00 not cost effective to work
800-002-734-000	2011	U	GOLDEN AGE TAX & BOOKKEEPING SERVICES	28.36	Under \$50.00 not cost effective to work
800-002-823-000	2011	U	GONZALEZ JOSE L	23.08	Under \$50.00 not cost effective to work
830-000-763-000	2011	U	PEARSON JIMMY DOYLE OR STEVIE MAE	21.04	Under \$50.00 not cost effective to work
830-001-133-000	2011	U	MYERS JERRY DOUGLAS OR KATHERINE	32.29	Under \$50.00 not cost effective to work
830-003-030-000	2011	U	CURRY PAUL R	39.85	Under \$50.00 not cost effective to work
830-004-090-000	2011	U	WATSON CHARLES	44.45	Under \$50.00 not cost effective to work
830-004-842-000	2011	U	GOODNIGHT JEREMY	27.80	Under \$50.00 not cost effective to work
830-005-248-000	2011	U	BRONECK TIMOTHY W	36.01	Under \$50.00 not cost effective to work
830-005-582-000	2011	U	BAGGETT JOSHUA KANE	38.71	Under \$50.00 not cost effective to work
830-005-883-000	2011	U	WELCH JOSEPH G OR JOAN D	35.23	Under \$50.00 not cost effective to work
830-006-111-000	2011	U	WILLIAMS LEON OR LOLA M	25.21	Under \$50.00 not cost effective to work
830-006-126-000	2011	U	HALCOMB PAUL A	21.16	Under \$50.00 not cost effective to work
830-006-157-000	2011	U	CARR JESSE WILLIAM OR CHRISTOPHER WILLIAM	20.48	Under \$50.00 not cost effective to work
830-006-488-000	2011	U	MOSLEY HARRIET	34.09	Under \$50.00 not cost effective to work
830-006-647-000	2011	U	PATTERSON MICHAEL PATRICK	35.33	Under \$50.00 not cost effective to work
830-006-753-000	2011	U	NEIGHBORS MICHAEL JAMES	22.62	Under \$50.00 not cost effective to work
830-006-921-000	2011	U	WRIGHT LARRY OR SANDY	43.33	Under \$50.00 not cost effective to work
830-006-945-000	2011	U	PERKINS FREDDIE OR JAMIE	21.16	Under \$50.00 not cost effective to work
830-007-039-000	2011	U	MONTGOMERY LANNY R OR MICHELLE R	22.62	Under \$50.00 not cost effective to work
830-007-084-000	2011	U	SOITO WILLIAM	33.07	Under \$50.00 not cost effective to work
830-007-107-000	2011	U	HENDRIX JOE	25.87	Under \$50.00 not cost effective to work
830-007-155-000	2011	U	REEMTS JOHN E & MARGOT Y	30.61	Under \$50.00 not cost effective to work
830-007-315-000	2011	U	COUPE DANIEL OR LEEANN M	44.84	Under \$50.00 not cost effective to work
830-007-322-000	2011	U	VASQUEZ ABEL QUINTANA	23.33	Under \$50.00 not cost effective to work
830-007-341-000	2011	U	LEONARD RUSSELL DOYLE	25.77	Under \$50.00 not cost effective to work
830-007-433-000	2011	U	LAKE JEFF A OR DIANE M	46.37	Under \$50.00 not cost effective to work
830-007-499-000	2011	U	HASTEY CHRISTA	31.05	Under \$50.00 not cost effective to work
830-007-506-000	2011	U	LEE DONALD	32.75	Under \$50.00 not cost effective to work
830-007-523-000	2011	U	HILL PETER J OR DEBBIE MARIE	43.32	Under \$50.00 not cost effective to work
830-007-602-000	2011	U	BRAMER BENJAMIN J II OR MARY K	22.62	Under \$50.00 not cost effective to work
830-007-697-000	2011	U	HARRYMAN ALDINE	31.05	Under \$50.00 not cost effective to work
830-007-766-000	2011	U	CRAIG SAM B	31.74	Under \$50.00 not cost effective to work
830-007-839-000	2011	U	KEENEY DENNIS D	25.77	Under \$50.00 not cost effective to work
830-007-842-000	2011	U	GALLIER DEREK E	26.00	Under \$50.00 not cost effective to work
830-007-854-000	2011	U	DAVIS WILLIAM	35.00	Under \$50.00 not cost effective to work
830-007-914-000	2011	U	PRUITT ALAN ROY	24.99	Under \$50.00 not cost effective to work
830-008-047-000	2011	U	SMOCK BOB	32.41	Under \$50.00 not cost effective to work
830-008-182-000	2011	U	BARABIN SHANNON	27.57	Under \$50.00 not cost effective to work
830-008-239-000	2011	U	PAINE STEVE R	46.48	Under \$50.00 not cost effective to work

830-008-253-000	2011	U	GOUKER VERNIA R	27.35	Under \$50.00 not cost effective to work
830-008-269-000	2011	U	STEVENS RAYMOND M	29.59	Under \$50.00 not cost effective to work
830-008-288-000	2011	U	HARRYMAN EDWARD OR DEBORAH	48.51	Under \$50.00 not cost effective to work
830-008-370-000	2011	U	GERULA BENJAMIN G	30.34	Under \$50.00 not cost effective to work
830-008-433-000	2011	U	ANDERSON SHEAN	25.77	Under \$50.00 not cost effective to work
830-008-472-000	2011	U	HILTON ROBERT S	36.58	Under \$50.00 not cost effective to work
830-008-495-000	2011	U	HENRY JASON	34.89	Under \$50.00 not cost effective to work
830-008-498-000	2011	U	HENRY JASON	34.89	Under \$50.00 not cost effective to work
830-008-506-000	2011	U	MORGAN JESSE L	29.82	Under \$50.00 not cost effective to work
830-008-548-000	2011	U	STRATTON DENISE LORRELL	28.74	Under \$50.00 not cost effective to work
830-008-549-000	2011	U	STRATTON DENISE LORRELL	28.74	Under \$50.00 not cost effective to work
830-008-595-000	2011	U	ALMQUIST JEFFREY A OR GLENDA J	21.04	Under \$50.00 not cost effective to work
830-008-625-000	2011	U	MICHALEK LEE DANIEL	29.48	Under \$50.00 not cost effective to work
830-008-664-000	2011	U	BARKER JOSEPH C OR SABRINA A	38.04	Under \$50.00 not cost effective to work
830-008-665-000	2011	U	BARKER JOSEPH C OR BARKER SABRINA A	27.57	Under \$50.00 not cost effective to work
830-008-678-000	2011	U	WEDDLE STEVEN RAY	23.74	Under \$50.00 not cost effective to work
830-008-718-000	2011	U	GARCIA GARY CRAIG	26.27	Under \$50.00 not cost effective to work
830-008-737-000	2011	U	MULLIKIN JOHN KENNETH	20.15	Under \$50.00 not cost effective to work
830-008-752-000	2011	U	NEHER WILLIAM CHRISTOPHER OR SADIE JOSEPHINE	31.40	Under \$50.00 not cost effective to work
830-008-786-000	2011	U	WIEHN REGINA ANN	25.21	Under \$50.00 not cost effective to work
830-008-862-000	2011	U	SWEETMAN STEVEN JAMES OR DIANNA SUE	23.74	Under \$50.00 not cost effective to work
830-008-886-000	2011	U	BACK GENE ALAN	39.77	Under \$50.00 not cost effective to work
830-008-944-000	2011	U	BARNHART CHERYL LEE OR ROBERT BRYAN	22.06	Under \$50.00 not cost effective to work
830-009-032-000	2011	U	GRACE DANIEL	26.98	Under \$50.00 not cost effective to work
830-009-063-000	2011	U	KIBBE RANDY E	47.04	Under \$50.00 not cost effective to work
830-009-077-000	2011	U	LOGAN STEVEN M	32.46	Under \$50.00 not cost effective to work
830-009-078-000	2011	U	SIMS LARRY L	38.59	Under \$50.00 not cost effective to work
830-009-080-000	2011	U	AGRIFOGLIO CHAD O	39.77	Under \$50.00 not cost effective to work
830-009-088-000	2011	U	LEE DONALD	39.61	Under \$50.00 not cost effective to work
830-009-090-000	2011	U	ELMS SUE ANN OR STEVEN KENNETH	20.36	Under \$50.00 not cost effective to work
830-009-110-000	2011	U	RIVERA ARTURO V	44.56	Under \$50.00 not cost effective to work
830-009-146-000	2011	U	PHILLIPS CHRIS LONGSON	40.73	Under \$50.00 not cost effective to work
830-009-150-000	2011	U	GONZALEZ GABRIEL	37.13	Under \$50.00 not cost effective to work
830-009-166-000	2011	U	ENGLAND CASEY M	21.10	Under \$50.00 not cost effective to work
830-009-301-000	2011	U	VILLALOBOS GERARDO	42.10	Under \$50.00 not cost effective to work
830-009-340-000	2011	U	SKIBBIE MARIA MARGARET OR SOMMER FRED E	20.03	Under \$50.00 not cost effective to work
830-009-368-000	2011	U	KELLY SHAWN P OR COOKSON KELLY JENNIFER L	28.47	Under \$50.00 not cost effective to work
830-009-398-000	2011	U	COVERT JERILEE	39.87	Under \$50.00 not cost effective to work
830-009-410-000	2011	U	TURK RICK A	48.96	Under \$50.00 not cost effective to work
830-009-417-000	2011	U	GATES WILLIAMS RAY OR MARGIE MAY	34.22	Under \$50.00 not cost effective to work
830-009-476-000	2011	U	STEELE BRIAN	40.07	Under \$50.00 not cost effective to work
830-009-477-000	2011	U	ANCHETTA BARON JAMES	27.80	Under \$50.00 not cost effective to work

830-009-493-000	2011	U	YOUNG ALAN	22.29	Under \$50.00	not cost effective to work
830-009-495-000	2011	U	SMITH JEFF P	33.54	Under \$50.00	not cost effective to work
830-009-498-000	2011	U	GATES DANIEL WILLIAM	22.18	Under \$50.00	not cost effective to work
830-009-500-000	2011	U	DODDS DEEDEE	44.00	Under \$50.00	not cost effective to work
830-009-507-000	2011	U	VAZQUEZ EDWIN	48.96	Under \$50.00	not cost effective to work
830-009-530-000	2011	U	MARGASON DANIEL MATHEW	27.51	Under \$50.00	not cost effective to work
830-009-534-000	2011	U	HEFLIN ROBERT ANTHONY	20.03	Under \$50.00	not cost effective to work
830-009-563-000	2011	U	AGUAYO ALEJANDRO D OR DORA	42.50	Under \$50.00	not cost effective to work
830-009-565-000	2011	U	FORD EDWARD THOMAS	32.97	Under \$50.00	not cost effective to work
830-009-575-000	2011	U	COTTINGHAM JOHN M	23.08	Under \$50.00	not cost effective to work
830-009-579-000	2011	U	SERRANO JOSE DEJESUS	44.23	Under \$50.00	not cost effective to work
830-009-599-000	2011	U	COLE KENNETH	28.92	Under \$50.00	not cost effective to work
830-009-617-000	2011	U	LEWIS KELLY W	35.44	Under \$50.00	not cost effective to work
830-009-711-000	2011	U	LITTLE FRANKLIN D	36.01	Under \$50.00	not cost effective to work
830-009-713-000	2011	U	HAYNES PAUL E	22.73	Under \$50.00	not cost effective to work
830-009-725-000	2011	U	POLANCO ADOLFO	32.26	Under \$50.00	not cost effective to work
830-009-750-000	2011	U	QUEZADA TINA OR NEIL	23.13	Under \$50.00	not cost effective to work
830-009-758-000	2011	U	SCHAAL EDWARD RALSTON	20.71	Under \$50.00	not cost effective to work
830-009-760-000	2011	U	BURLESON LISA GAYLE	25.54	Under \$50.00	not cost effective to work
830-009-787-000	2011	U	TUCKER CHARLES OR LISA	31.04	Under \$50.00	not cost effective to work
830-009-798-000	2011	U	REED AUDREY SHIRLENE	27.80	Under \$50.00	not cost effective to work
830-009-799-000	2011	U	REED AUDREY SHIRLENE	29.48	Under \$50.00	not cost effective to work
830-009-832-000	2011	U	WIEHN REGINA A	22.93	Under \$50.00	not cost effective to work
830-009-851-000	2011	U	WILLIAMSON RAQUEL	45.34	Under \$50.00	not cost effective to work
830-009-853-000	2011	U	WHITSETT RICHARD CALVIN	25.54	Under \$50.00	not cost effective to work
830-009-862-000	2011	U	VANLIEW DARRELL LEE	37.58	Under \$50.00	not cost effective to work
830-009-869-000	2011	U	ROSAVES JENNIFER MARIE	48.70	Under \$50.00	not cost effective to work
830-009-878-000	2011	U	YAMADA KATHLEEN MARIE	22.18	Under \$50.00	not cost effective to work
830-009-899-000	2011	U	SAUCEDO LUIS	25.37	Under \$50.00	not cost effective to work
830-009-904-000	2011	U	HERRON TIM	32.06	Under \$50.00	not cost effective to work
830-009-913-000	2011	U	NICHOLS KENNETH HOWARD	39.40	Under \$50.00	not cost effective to work
830-009-938-000	2011	U	AMORIM JOSEPH FERNANDO	20.71	Under \$50.00	not cost effective to work
830-009-946-000	2011	U	CALL CHRISTIAN STEWART	22.73	Under \$50.00	not cost effective to work
830-009-950-000	2011	U	MYERS LEWIS JR OR MASCANGIOLI MYERS CARI	23.33	Under \$50.00	not cost effective to work
830-009-982-000	2011	U	WALLACE CASEY ANDREW	25.87	Under \$50.00	not cost effective to work
830-009-987-000	2011	U	SPEAKER CHRISTOPHER F	33.07	Under \$50.00	not cost effective to work
830-010-094-000	2011	U	REED AUDREY SHIRLENE	33.99	Under \$50.00	not cost effective to work
830-010-097-000	2011	U	ARMSTRONG MATTHEW JAMES	39.95	Under \$50.00	not cost effective to work
830-010-119-000	2011	U	LOGAN ROBERT L	24.86	Under \$50.00	not cost effective to work
830-010-121-000	2011	U	CAMPOS ISAIAH	41.97	Under \$50.00	not cost effective to work
830-010-163-000	2011	U	MATTOCH CHARLES D	22.51	Under \$50.00	not cost effective to work
830-010-197-000	2011	U	NEAULT BRANDON W	47.14	Under \$50.00	not cost effective to work

830-010-200-000	2011	U	ARMSTRONG JACQUELYN A	20.71	Under \$50.00not cost effective to work
830-010-214-000	2011	U	OLSON DANA J	20.71	Under \$50.00not cost effective to work
830-010-228-000	2011	U	HUBBARD DAVID L	26.17	Under \$50.00not cost effective to work
830-010-256-000	2011	U	PETERS STEVEN R	24.09	Under \$50.00not cost effective to work
830-010-259-000	2011	U	JOHNSON MARTY D	28.58	Under \$50.00not cost effective to work
830-010-266-000	2011	U	RIZO NATHAN OR RIZO ATHENA	48.18	Under \$50.00not cost effective to work
830-010-319-000	2011	U	CAMPOS ISAIAS	45.25	Under \$50.00not cost effective to work
830-010-364-000	2011	U	ROMINE CLARENCE I OR KAREN L	37.63	Under \$50.00not cost effective to work
830-010-370-000	2011	U	ODELL PETE W	41.18	Under \$50.00not cost effective to work
830-010-372-000	2011	U	ROBINSON KAMMIE ANN	35.90	Under \$50.00not cost effective to work
830-010-376-000	2011	U	MORGAN SEAN ALLEN	32.41	Under \$50.00not cost effective to work
830-010-378-000	2011	U	WILLIAMS ALLEN OR KEVIN	25.21	Under \$50.00not cost effective to work
830-010-385-000	2011	U	WILLIAMS ALLEN DALE	25.87	Under \$50.00not cost effective to work
830-010-391-000	2011	U	GILLIS BRIAN KIETH	25.87	Under \$50.00not cost effective to work
830-010-395-000	2011	U	MOORE OSCAR J OR MARGARET L	31.96	Under \$50.00not cost effective to work
830-010-398-000	2011	U	BARMETTLER LANCE E	47.14	Under \$50.00not cost effective to work
830-010-432-000	2011	U	LESLEY KENNETH J	24.64	Under \$50.00not cost effective to work
830-010-491-000	2011	U	BECKER JOHN R	31.05	Under \$50.00not cost effective to work
830-010-513-000	2010	U	KEENEY STEPHEN T	41.76	Under \$50.00not cost effective to work
830-010-513-000	2011	U	KEENEY STEPHEN T	44.45	Under \$50.00not cost effective to work
830-010-536-000	2011	U	HARDY GREGORY D	20.29	Under \$50.00not cost effective to work
830-010-537-000	2011	U	AVALOS JOHN C	37.13	Under \$50.00not cost effective to work
860-000-128-000	2011	U	PANKAJ SHARMA	45.65	Under \$50.00not cost effective to work
860-000-282-000	2011	U	GRUBBS MICHAEL	31.45	Under \$50.00not cost effective to work
860-000-292-000	2011	U	RADTKE MICHAEL	25.89	Under \$50.00not cost effective to work
860-000-296-000	2008	U	SELBY RONALD	35.13	Under \$50.00not cost effective to work
860-000-296-000	2009	U	SELBY RONALD	35.90	Under \$50.00not cost effective to work
860-000-296-000	2010	U	SELBY RONALD	38.19	Under \$50.00not cost effective to work
CURRENT YEAR UNSECURED UNDER \$50.00 TOTALS				\$5,195.86	

CURRENT YEAR UNSECURED					
Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
800-000-557-000	2011	U	SKEFFINGTON WANDA F	126.27	Deceased
800-002-795-000	2011	U	SPRING VALLEY PUMP CO	187.30	Business closed 8/2011
820-000-415-000	2011	T	MURPHY MICHAEL P	2,230.49	Aircraft Seized
850-000-157-000	2011	U	HOLLYWOOD ENTERTAINMENT CORP	1,468.91	Business closed
860-000-028-000	2011	U	SHERIFFS RESERVE INC	1,367.58	Government entity
860-000-187-000	2011	U	NELSON TODD	4,960.64	Bankruptcy filed
CURRENT YEAR UNSECURED TOTALS				\$10,341.19	

PRIOR YEAR UNSECURED UNDER \$50.00				Base Tax	Comments
Asmt	Tax Year	Roll Type	Owner		
800-000-106-000	2010	Y	JONES GEORGE	31.03	Under \$50.00 not cost effective to work
800-001-597-000	2010	Y	PRODANOVICH MICHAEL C	44.69	Under \$50.00 not cost effective to work
800-001-706-000	2005	Y	MONETTE DENISE	37.62	Under \$50.00 not cost effective to work
800-001-706-000	2006	Y	MONETTE DENISE	36.85	Under \$50.00 not cost effective to work
800-001-706-000	2007	Y	MONETTE DENISE	37.73	Under \$50.00 not cost effective to work
800-001-706-000	2008	Y	MONETTE DENISE	36.85	Under \$50.00 not cost effective to work
800-001-972-000	2010	Y	ESSENTIAL DATA INC	36.13	Under \$50.00 not cost effective to work
800-002-179-000	2010	Y	GREENWELL GENE JD	38.49	Under \$50.00 not cost effective to work
800-002-279-000	2005	Y	BARAVAS CANDIS	35.20	Under \$50.00 not cost effective to work
800-002-279-000	2006	Y	BARAVAS CANDIS	32.00	Under \$50.00 not cost effective to work
800-002-279-000	2007	Y	BARAVAS CANDIS	33.67	Under \$50.00 not cost effective to work
800-002-279-000	2008	Y	BARAVAS CANDIS	37.20	Under \$50.00 not cost effective to work
800-002-279-000	2010	Y	BARAVAS CANDIS	39.73	Under \$50.00 not cost effective to work
800-002-290-000	2010	Y	LARJER INC	31.03	Under \$50.00 not cost effective to work
800-002-734-000	2010	Y	GOLDEN AGE TAX & BOOKKEEPING SERVICES	33.76	Under \$50.00 not cost effective to work
830-004-289-000	2010	Y	CORONA PEDRO B OR LOIS A	35.78	Under \$50.00 not cost effective to work
830-005-582-000	2010	Y	BAGGETT JOSHUA KANE	33.85	Under \$50.00 not cost effective to work
830-006-647-000	2010	Y	PATTERSON MICHAEL PATRICK	34.09	Under \$50.00 not cost effective to work
830-007-084-000	2010	Y	SOITO WILLIAM	28.79	Under \$50.00 not cost effective to work
830-007-288-000	2010	Y	MESSICK CHARLES J	43.80	Under \$50.00 not cost effective to work
830-007-322-000	2010	Y	VASQUEZ ABEL QUINTANA	22.59	Under \$50.00 not cost effective to work
830-007-341-000	2010	Y	LEONARD RUSSELL DOYLE	22.57	Under \$50.00 not cost effective to work
830-007-499-000	2010	Y	HASTEY CHRISTA	27.09	Under \$50.00 not cost effective to work
830-007-506-000	2010	Y	LEE DONALD	30.81	Under \$50.00 not cost effective to work
830-007-697-000	2010	Y	HARRYMAN ALDINE	27.09	Under \$50.00 not cost effective to work
830-007-833-000	2010	Y	STAPP CARROLL E	26.97	Under \$50.00 not cost effective to work
830-007-839-000	2010	Y	KEENEY DENNIS D	22.57	Under \$50.00 not cost effective to work
830-007-899-000	2010	Y	ASTON RICK WILLIAM	25.39	Under \$50.00 not cost effective to work
830-007-932-000	2010	Y	MC HUGH BILL M JR	37.80	Under \$50.00 not cost effective to work
830-008-047-000	2010	Y	SMOCK BOB	31.38	Under \$50.00 not cost effective to work
830-008-204-000	2010	Y	LOWE BRIAN CLARK OR KELLY L YNN	42.33	Under \$50.00 not cost effective to work
830-008-269-000	2010	Y	STEVENS RAYMOND M	31.72	Under \$50.00 not cost effective to work
830-008-370-000	2010	Y	GERULA BENJAMIN G	29.30	Under \$50.00 not cost effective to work
830-008-433-000	2010	Y	ANDERSON SHEAN	22.57	Under \$50.00 not cost effective to work
830-008-472-000	2010	Y	HILTON ROBERT S	35.21	Under \$50.00 not cost effective to work
830-008-495-000	2010	Y	HENRY JASON	36.79	Under \$50.00 not cost effective to work
830-008-498-000	2010	Y	HENRY JASON	36.79	Under \$50.00 not cost effective to work
830-008-506-000	2010	Y	MORGAN JESSE L	25.96	Under \$50.00 not cost effective to work
830-008-718-000	2010	Y	GARCIA GARY CRAIG OR SHAWN ROBIN	25.43	Under \$50.00 not cost effective to work

830-008-786-000	2010	Y	WIEHN REGINA ANN	24.39	Under \$50.00 not cost effective to work
830-009-032-000	2010	Y	GRACE DANIEL	28.90	Under \$50.00 not cost effective to work
830-009-063-000	2010	Y	KIBBE RANDY E	49.33	Under \$50.00 not cost effective to work
830-009-080-000	2010	Y	AGRIFOGLIO CHAD O	41.71	Under \$50.00 not cost effective to work
830-009-088-000	2010	Y	LEE DONALD	42.33	Under \$50.00 not cost effective to work
830-009-150-000	2010	Y	GONZALEZ GABRIEL	35.56	Under \$50.00 not cost effective to work
830-009-168-000	2010	Y	RICHARD JON P	20.96	Under \$50.00 not cost effective to work
830-009-274-000	2010	Y	DOWING LAURA	41.71	Under \$50.00 not cost effective to work
830-009-476-000	2010	Y	STEELE BRIAN	34.90	Under \$50.00 not cost effective to work
830-009-495-000	2010	Y	SMITH JEFF P	31.94	Under \$50.00 not cost effective to work
830-009-530-000	2010	Y	MARGASON DANIEL MATHEW	26.43	Under \$50.00 not cost effective to work
830-009-563-000	2010	Y	AGUAYO ALEJANDRO D OR DORA	40.49	Under \$50.00 not cost effective to work
830-009-565-000	2010	Y	FORD EDWARD THOMAS	31.61	Under \$50.00 not cost effective to work
830-009-573-000	2010	Y	VANROEKEL DONALD L	48.43	Under \$50.00 not cost effective to work
830-009-575-000	2010	Y	COTTINGHAM JOHN M	22.12	Under \$50.00 not cost effective to work
830-009-579-000	2010	Y	SERRANO JOSE DEJESUS	46.27	Under \$50.00 not cost effective to work
830-009-711-000	2010	Y	LITTLE FRANKLIN D	37.80	Under \$50.00 not cost effective to work
830-009-713-000	2010	Y	HAYNES PAUL E	21.56	Under \$50.00 not cost effective to work
830-009-783-000	2010	Y	CLARK RANDAL J	21.98	Under \$50.00 not cost effective to work
830-009-787-000	2010	Y	TUCKER CHARLES OR LISA	29.41	Under \$50.00 not cost effective to work
830-009-832-000	2010	Y	WIEHN REGINA A	20.04	Under \$50.00 not cost effective to work
830-009-851-000	2010	Y	WILLIAMSON RAQUEL	48.23	Under \$50.00 not cost effective to work
830-009-853-000	2010	Y	WHITSETT RICHARD CALVIN	24.60	Under \$50.00 not cost effective to work
830-009-861-000	2010	Y	MADRIGAL JOE STEVEN	22.57	Under \$50.00 not cost effective to work
830-009-904-000	2010	Y	HERRON TIM	30.32	Under \$50.00 not cost effective to work
830-009-913-000	2010	Y	NICHOLS KENNETH HOWARD	34.31	Under \$50.00 not cost effective to work
830-009-928-000	2010	Y	MCCLASKEY BRUCE A	36.12	Under \$50.00 not cost effective to work
830-009-942-000	2010	Y	NEAL BRYAN RAY	22.57	Under \$50.00 not cost effective to work
830-009-950-000	2010	Y	MYERS LEWIS JR OR MASCIANGIOLI-MYERS CARI	20.35	Under \$50.00 not cost effective to work
830-009-964-000	2010	Y	LICEA CARMEN S	45.94	Under \$50.00 not cost effective to work
830-009-972-000	2010	Y	CARDWELL MICHAEL RICHARD	29.01	Under \$50.00 not cost effective to work
830-009-982-000	2010	Y	WALLACE CASEY ANDREW	22.57	Under \$50.00 not cost effective to work
830-009-987-000	2010	Y	SPEAKER CHRISTOPHER F	28.89	Under \$50.00 not cost effective to work
830-009-997-000	2010	Y	LEE ROBERT OR DONDI	49.66	Under \$50.00 not cost effective to work
830-010-099-000	2010	Y	THOMPSON RONALD MANFRED OR CYNTHIA E	21.10	Under \$50.00 not cost effective to work
830-010-119-000	2010	Y	LOGAN ROBERT L	23.70	Under \$50.00 not cost effective to work
830-010-121-000	2010	Y	CAMPOS ISAAH	44.01	Under \$50.00 not cost effective to work
830-010-163-000	2010	Y	MATTOCH CHARLES D	23.47	Under \$50.00 not cost effective to work
830-010-184-000	2010	Y	ELLIS AMY DAWN	37.69	Under \$50.00 not cost effective to work
830-010-197-000	2010	Y	NEAULT BRANDON W	49.44	Under \$50.00 not cost effective to work
830-010-199-000	2010	Y	JOHNSON PATRICK DANIEL	33.52	Under \$50.00 not cost effective to work
830-010-203-000	2010	Y	CHAVEZ ALEX M OR BOND KELLY	22.57	Under \$50.00 not cost effective to work

830-010-228-000	2010	Y	HUBBARD DAVID L	25.13	Under \$50.00 not cost effective to work
830-010-266-000	2010	Y	RIZO NATHAN OR RIZO ATHENA	42.03	Under \$50.00 not cost effective to work
830-010-275-000	2008	Y	STICKLAND PAUL RICHARD ETAL	35.29	Under \$50.00 not cost effective to work
830-010-275-000	2009	Y	STICKLAND PAUL RICHARD ETAL	33.23	Under \$50.00 not cost effective to work
830-010-275-000	2010	Y	STICKLAND PAUL RICHARD ETAL	26.65	Under \$50.00 not cost effective to work
830-010-319-000	2010	Y	CAMPOS ISAIAS	48.08	Under \$50.00 not cost effective to work
830-010-364-000	2010	Y	ROMINIE CLARENCE I OR KAREN L	35.62	Under \$50.00 not cost effective to work
830-010-365-000	2010	Y	MCCONNELL CLEON OR DELORES ANN	24.84	Under \$50.00 not cost effective to work
830-010-370-000	2010	Y	ODELL PETE W	39.52	Under \$50.00 not cost effective to work
830-010-372-000	2010	Y	ROBINSON KAMMIE ANN	38.38	Under \$50.00 not cost effective to work
830-010-375-000	2010	Y	WYATT JOHNNIE J	40.63	Under \$50.00 not cost effective to work
830-010-376-000	2010	Y	MORGAN SEAN ALLEN	28.21	Under \$50.00 not cost effective to work
830-010-378-000	2010	Y	WILLIAMS ALLEN OR KEVIN	23.70	Under \$50.00 not cost effective to work
830-010-385-000	2010	Y	WILLIAMS ALLEN DALE	22.57	Under \$50.00 not cost effective to work
830-010-386-000	2010	Y	BURGESS EVELYN JUNE	30.03	Under \$50.00 not cost effective to work
830-010-391-000	2010	Y	GILLIS BRIAN KIETH	22.57	Under \$50.00 not cost effective to work
830-010-395-000	2010	Y	MOORE OSCAR J OR MARGARET L	30.70	Under \$50.00 not cost effective to work
860-000-141-000	2010	Y	PLAIN PARTS	40.44	Under \$50.00 not cost effective to work
UNSECURED UNDER \$50.00				\$3,234.78	

PRIOR YEAR UNSECURED				Base Tax	Comments
Asmt	Tax Year	Roll Type	Owner		
800-000-404-000	2009	Y	ARMITAGE LEE R & DENISE	76.30	Business Closed 2009
800-000-557-000	2009	Y	SKEFFINGTON WANDA F	118.82	Deceased
800-001-348-000	2009	Y	GALLARDO RAFAEL RAYA	72.22	Business Closed 2008
800-001-426-000	2009	Y	CORINO RAYMOND JOHN	122.31	Business Closed 2009
800-001-426-000	2010	Y	CORINO RAYMOND JOHN	118.52	Business Closed 2009
800-001-548-000	2009	Y	CHAPMAN JAMES KEITH	56.85	Business Closed 2009
800-001-702-000	2009	Y	SPARKS DALE IVAN	533.26	Business Closed 2009
800-001-906-000	2007	Y	KUBICH MARK A	1,257.08	Business Closed 2008
800-001-906-000	2008	Y	KUBICH MARK A	1,269.04	Business Closed 2008
800-002-267-000	2009	Y	VINCENT MEDICAL GROUP INC	227.84	Business Closed 2010
800-002-267-000	2010	Y	VINCENT MEDICAL GROUP INC	228.20	Business Closed 2010
800-002-278-000	2009	Y	MONTAZAR GEORGE A	83.87	Business Closed 2010
800-002-278-000	2010	Y	MONTAZAR GEORGE A	89.39	Business Closed 2010
800-002-294-000	2007	Y	MYERS LANCE J	286.30	Business Closed 2010
800-002-294-000	2008	Y	MYERS LANCE J	809.21	Business Closed 2010
800-002-294-000	2009	Y	MYERS LANCE J	257.65	Business Closed 2010
800-002-294-000	2010	Y	MYERS LANCE J	264.70	Business Closed 2010
800-002-330-000	2010	Y	HSU HSIN W	2,464.39	Business Closed 2010
800-002-348-000	2009	Y	HALE BRIAN	430.06	Business Closed 2010
800-002-376-000	2008	Y	WEATHERALL LAURENCE	147.41	Business Closed 2008
800-002-419-000	2006	Y	ORNIELAS AURELIO GARCIA	110.00	Business Closed 2006
800-002-431-000	2008	Y	MARYSVILLE HIDDEN LAKE RV RESORT LLC	286.93	Property repossessed by bank
800-002-431-000	2009	Y	MARYSVILLE HIDDEN LAKE RV RESORT LLC	294.70	Property repossessed by bank
800-002-434-000	2009	Y	DEWEESE JAMES H	121.14	Business Closed 2009
800-002-534-000	2009	Y	SERVICEMASTER CLEANING & RESTORATION	291.21	Business Closed 2009
800-002-550-000	2009	Y	PATTERSON DAWN J	121.82	Business Closed 2010
800-002-550-000	2010	Y	PATTERSON DAWN J	107.67	Business Closed 2010
800-002-583-000	2006	Y	GONZALEZ LANCIE	132.88	Business Closed 2006
800-002-708-000	2008	Y	HANSEN STEVEN L	136.00	Business Closed 2009
800-002-708-000	2009	Y	HANSEN STEVEN L	130.80	Business Closed 2009
800-002-722-000	2009	Y	EDWARDS BLISS & LYDICK JEREMIAH	88.18	Business Closed 2010
800-002-722-000	2010	Y	EDWARDS BLISS & LYDICK JEREMIAH	88.90	Business Closed 2010
800-002-735-000	2008	Y	SOYDARA AMY MONE	52.84	Business Closed 2009
845-000-126-000	2002	Y	SCOTT DAVID L & BARBARA	269.32	Business Closed - County owns property
845-000-126-000	2003	Y	SCOTT DAVID L & BARBARA A	310.89	Business Closed - County owns property
PRIOR YEAR UNSECURED TOTAL				\$11,456.70	

ASSESSMENT COUNT	336	TOTAL DISCHARGED AMOUNTS	\$37,403.27
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SUMMARY OF 2011-2012 DISCHARGE ASSESSMENTS		Base Tax
PRIOR YEAR UNSECURED SUPPLEMENTAL UNDER \$50.00 TOTAL		\$52.42
PRIOR YEAR UNSECURED SUPPLEMENTAL TOTAL		\$1,812.21
PRIOR YEAR UNSECURED MOBILE HOME UNDER \$50.00 TOTAL		\$181.77
PRIOR YEAR UNSECURED MOBILE HOME TOTAL		\$1,949.15
CURRENT YEAR SUPPLEMENTAL UNSECURED UNDER \$50.00 TOTAL		\$71.98
CURRENT YEAR SUPPLEMENTAL UNSECURED TOTAL		\$3,107.21
CURRENT YEAR UNSECURED UNDER \$50.00 TOTAL		\$5,195.86
CURRENT YEAR UNSECURED TOTAL		\$10,341.19
PRIOR YEAR UNSECURED UNDER \$50.00 TOTAL		\$3,234.78
PRIOR YEAR UNSECURED TOTAL		\$11,456.70
GRAND TOTAL		\$37,403.27

FUND	ROLL	CATEGORY	
302	K,Y,Z	PRIOR YEAR UNSECURED	\$16,822.40
304	U,T	CURRENT YEAR UNSECURED	\$15,537.05
306	Q,V	CURRENT YEAR SUPPLEMENTAL UNSECURED	\$3,179.19
309	G,J,X	PRIOR UNSECURED SUPPLEMENTAL	\$1,864.63
GRAND TOTAL			\$37,403.27

The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

DAN M. MIERZWA
TREASURER & TAX COLLECTOR



GOVERNMENT CENTER
915 8th STREET, STE. 103
MARYSVILLE, CA 95901-5273
218-12
TELEPHONE (530) 749-7840
FAX (530) 749-7844

May 22, 2012

TO: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

RE: Transfer of unclaimed monies to the general fund

RECOMMENDATION:

Approve the transfer of the following unclaimed monies to the County general fund as per government code section 50055.

FUND	AMOUNT
Prisoner Fund	2,037.45
Unsecured Holding Trust	110.00
Refund Transfer Trust	1,528.51
TOTAL	\$3,675.96

BACKGROUND:

Section 50055 et seq. of the government code addresses itself to monies that have remained unclaimed in the County Treasury for a period in excess of three (3) years. A list of unclaimed monies for all County departments, Special and School Districts was compiled and published once a week for two (2) consecutive weeks in the Appeal Democrat on 4/13/2012 and 4/20/2012 per code requirements.

DISCUSSION:

No inquiries or claims have been filed on the unclaimed monies. These funds will become the property of the County of Yuba as of 6/12/2012.

FISCAL IMPACT: Increase to the County general fund of \$ 3,675.96.

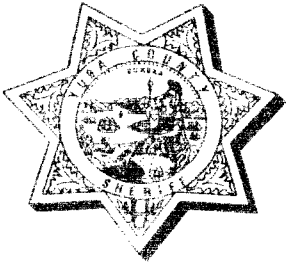
FINANCE & ADMINISTRATION COMMITTEE:

Due to routine in nature bypassed committee.

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Yuba County Sheriff's Department

Steven L. Durfor, Sheriff - Coroner

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

219-12



June 12, 2012

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

RE: PRESENTATION OF THE YUBA COUNTY SHERIFF'S DEPARTMENT'S 2011
ANNUAL REPORT

RECOMMENDATION:

Receive the Sheriff's Department's 2011 Annual Report and a brief presentation.

BACKGROUND:

This is the fifth consecutive Annual Report published by the Sheriff's Department after a 13 year lapse in providing such reports. The purpose of the report is to inform the Board and the public of statistical information and the programs and activities of their Sheriff's Department.

DISCUSSION:

There are a limited number of these reports available and as such, only eight copies of the document have been provided; however, the document is on file in the Clerk of the Board's office for review and will be available on the Sheriff's Department website.

FISCAL IMPACT:

None.

COMMITTEE ACTION:

Committee action is not required as this is an information item requiring no Board action.

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COUNTY
DEPARTMENTS

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The County of Yuba

DEPARTMENT OF ADMINISTRATIVE SERVICES

DOUG McCOY - Director
TARA REPKA FLORES - Assistant Director



220-12

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

June 12, 2012

To: Board of Supervisors

Cc: Robert Bendorf, County Administrator

From: Doug McCoy, Director of Administrative Services

Subject: Additional Budget Appropriation for the South Annex Demolition

RECOMMENDATION

Recommend the Board of Supervisors approve a Budget Appropriation and transfer of funds from Fund 200 Capital Improvement Trust to Administrative Services 101-1200-418-61-13 for unforeseen abatement needed to continue the demolition of the South Annex Facility.

BACKGROUND/ DISCUSSION

Administrative Services released an Invitation for Bid on December 7, 2011 and closed with a public bid opening on January 19, 2012. We received twelve (12) responsive and responsible proposals. GW Demolition represented the best value for the County with a total bid amount of \$122, 288 and the contract was awarded by this Board on April 3, 2012 and funds were appropriated from Fund 200.

GW Demolition began work on April 19, 2012 and work is underway.

During demolition of a building of this age, it is common to find items of environmental concern that must be remediated and removed. GW Demolition discovered under layers of flooring an old original flooring that contained suspect material that needed to be abated. In addition, an old transite asbestos panel was found and had to be abated.

We do not anticipate there to be any further areas of concern.

FISCAL IMPACT

Funding for this project is being appropriated from the Fund 200 Capital Improvement Trust. This request is for an additional \$6,100.00 to complete the demolition of the South Annex facility.

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

COUNTY OF YUBA

DATE: 5/18 20 12

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

DEPARTMENT Admin Services - Capital Improvements

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

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0000-372-99-01	Operating Transfers In	6100.00

ACCOUNT NO.	NAME	AMOUNT
101-1200-418-6113	Capital Improvements - South Annex	6100.00

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
200 Capital Impr. Trust	6100.00

FUNDS TO BE INCREASED:

FUND	AMOUNT
101 General Fund	6100.00

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: South Annex Demolition

APPROVED:

☒ AUDITOR - CONTROLLER

[Signature]
Signature

5/31/12
Date

Signature

[Signature]
Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR

[Signature]
Signature

Date

5/31/12 Director of Administrative Svcs.
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

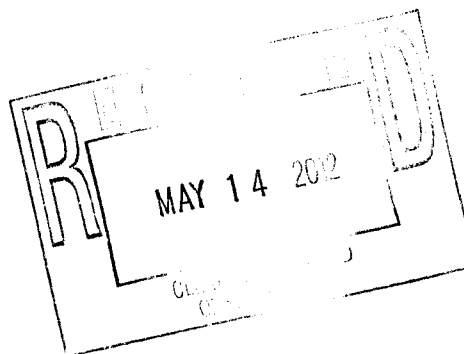
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

2400 Del Paso Rd., Suite 155
Sacramento, CA 95834
(916) 419-1319

221-12



May 10, 2012



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

Yuba County Board of Supervisors,

This office is currently updating our records. As you know, Section 23958.4 of the Business and Professions Code allows the Local Governing Body to make a determination of Public Convenience or Necessity for liquor license applications within an area of undue-concentration or high crime.

A review of our records determined that we do not have a letter, or document, on file which identifies the entity that has the authority to determine Public Convenience or Necessity for your County.

In many instances, the County Board of Supervisors is selected as the Local Governing Body for purposes of Section 23958.4 of the Business and Professions Code, however, in some cases, the authority to make the determination of Public Convenience or Necessity has been turned over to another entity (i.e.: Planning, Police Chief, Office of the Sheriff).

Please provide this office with the name and contact information for the person or entity who currently has the authority to determine Public Convenience or Necessity for your County. Please provide any and all supporting documents (resolutions etc.) for our records.

If you have any questions, please do not hesitate to call me at (916) 419-2853.

Sincerely,

Kathryn Sandberg
Supervising Investigator
Sacramento District Office

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23958.4. (a) For purposes of Section 23958, "undue concentration" means the case in which the applicant premises for an original or premises-to-premises transfer of any retail license are located in an area where any of the following conditions exist:

(1) The applicant premises are located in a crime reporting district that has a 20 percent greater number of reported crimes, as defined in subdivision (c), than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency.

(2) As to on-sale retail license applications, the ratio of on-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of on-sale retail licenses to population in the county in which the applicant premises are located.

(3) As to off-sale retail license applications, the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located.

(b) Notwithstanding Section 23958, the department may issue a license as follows:

(1) With respect to a nonretail license, a retail on-sale bona fide eating place license, a retail license issued for a hotel, motel, or other lodging establishment, as defined in subdivision (b) of Section 25503.16, a retail license issued in conjunction with a beer manufacturer's license, or a winegrower's license, if the applicant shows that public convenience or necessity would be served by the issuance.

(2) With respect to any other license, if the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. The 90-day period shall commence upon receipt by the local governing body of (A) notification by the department of an application for licensure, or (B) a completed application according to local requirements, if any, whichever is later.

If the local governing body, or its designated subordinate officer or body, does not make a determination within the 90-day period, then the department may issue a license if the applicant shows the department that public convenience or necessity would be served by the issuance. In making its determination, the department shall not attribute any weight to the failure of the local governing body, or its designated subordinate officer or body, to make a determination regarding public convenience or necessity within the 90-day period.

(c) For purposes of this section, the following definitions shall apply:

(1) "Reporting districts" means geographical areas within the boundaries of a single governmental entity (city or the unincorporated area of a county) that are identified by the local law enforcement agency in the compilation and maintenance of statistical information on reported crimes and arrests.

(2) "Reported crimes" means the most recent yearly compilation by the local law enforcement agency of reported offenses of criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny theft, and motor vehicle theft, combined with all arrests for other crimes, both felonies and misdemeanors, except traffic citations.

(3) "Population within the census tract or census division" means the population as determined by the most recent United States decennial or special census. The population determination shall not operate to prevent an applicant from establishing that an increase of resident population has occurred within the census tract or census division.

(4) "Population in the county" shall be determined by the annual population estimate for California counties published by the Population Research Unit of the Department of Finance.

(5) "Retail licenses" shall include the following:

(A) Off-sale retail licenses: Type 20 (off-sale beer and wine) and Type 21 (off-sale general).

(B) On-sale retail licenses: All retail on-sale licenses, except Type 43 (on-sale beer and wine for train), Type 44 (on-sale beer and wine for fishing party boat), Type 45 (on-sale beer and wine for boat), Type 46 (on-sale beer and wine for airplane), Type 53 (on-sale general for train and sleeping car), Type 54 (on-sale general for boat), Type 55 (on-sale general for airplane), Type 56 (on-sale general for vessels of more than 1,000 tons burden), and Type 62 (on-sale general bona fide public eating place intermittent dockside license for vessels of more than 15,000 tons displacement).

(6) A "premises to premises transfer" refers to each license being separate and distinct, and transferable upon approval of the department.

(d) For purposes of this section, the number of retail licenses in the county shall be determined by the most recent yearly retail license count published by the department in its Procedure Manual.

(e) The enactment of this section shall not affect any existing rights of any holder of a retail license issued prior to April 29, 1992, whose premises were destroyed or rendered unusable as a result of the civil disturbances occurring in Los Angeles from April 29 to May 2, 1992, to reopen and operate those licensed premises.

The County of Yuba

222-12



Office of Clerk of the Board of Supervisors

To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board *Donna Stottlemeyer*
Subject: **Fish and Game Advisory Commission – At-large Representative**
Date: June 12, 2012

Recommendation

Appoint one individual to the Yuba County Fish and Game Advisory Commission as an At-large representative for a term to end May 5, 2013.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications, and meeting information and is periodically updated. This vacancy was posted due to the resignation of Dale Whitmore whose term was scheduled to end May 5, 2013. Applications from Robert Graschke, Montie Lunkley, and Mike Boom have been received and are attached for your review.

In light of the expressed interest, it would be appropriate to make appointment to fill the remaining time left in the unscheduled vacancy.

Fiscal Impact

None

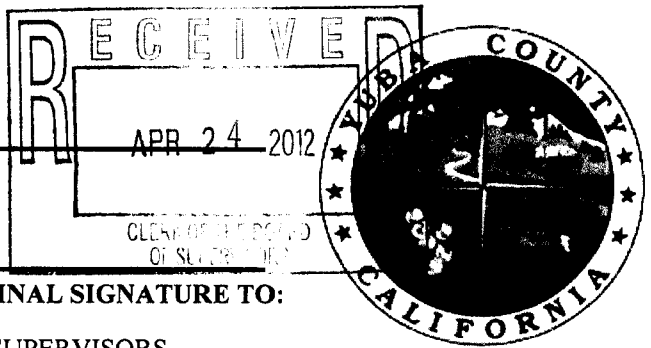
Committee Action

None required.

attachments

The County of Yuba

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



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Fish And Game Advisory Commission

APPLICANT NAME: Robert P. Gaschke

MAILING ADDRESS: [REDACTED]

PHYSICAL ADDRESS: [REDACTED]

TELEPHONE: HOME: [REDACTED] WORK: [REDACTED]

EMAIL ADDRESS: [REDACTED]

OCCUPATION/PROFESSION: Ag Product Specialist for Holt of California
SUPERVISOR/ DISTRICT
NUMBER:

REASONS YOU WISH TO
SERVE ON THIS BODY: See Back page

QUALIFICATIONS: 11 years on Sutter County Fish And Game Advisory Commission

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD: Sutter County Fish and Game Advisory Commission From 2001 to Present

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO
IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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

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

SIGNATURE _____ DATE _____

THIS SECTION FOR OFFICE USE ONLY

- ☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
- ☐ APPLICANT APPOINTED: _____
- ☐ OTHER: _____

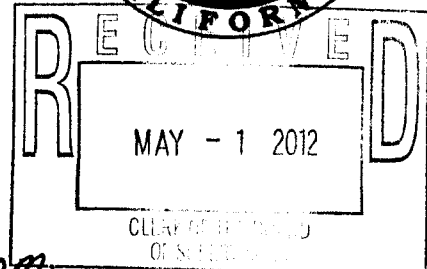
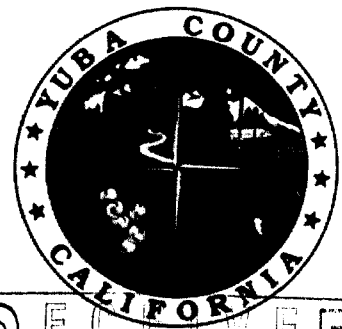
I moved to Yuba County just under two years ago. I have been a active member of Sutter County Fish & Game Advisory Commission for the past 11 years. ~~to~~ I would like to be a Active member of Yuba County Fish And Game Advisory Commission Over the years ^{with} ~~at~~ Sutter County I have been very Active in the youth Hunts was chair And have worked on budget ~~for~~ If any questions Feel free to Call [REDACTED]

The County of Yuba

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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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



BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: FISH AND GAME Comm.

APPLICANT NAME:

MONTIE C. LUNKLEY

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

NONE.

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

SELF EMPLOYED - PRIVATE SEC. FOR LARGE LAND TRACTS.
DEPUTY SHERIFF YUBA CO.

REASONS YOU WISH TO
SERVE ON THIS BODY:

AVIO. HUNTER - WOULD LIKE TO IMPROVE THE HUNTING
AND FISHING IN YUBA CO.

QUALIFICATIONS:

RETIRED FEDERAL LAW ENFORCEMENT OFFICER 39 YRS WITH FOREST
SERVICE. LIVED IN FOOTHILLS ALL MY LIFE.

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

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

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

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

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

Montie Lunkley
SIGNATURE

4-24-12
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

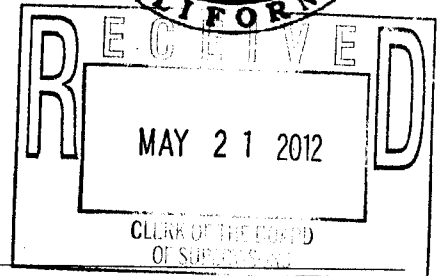
The County of Yuba

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



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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



**BOARD/COMMISSION/COMMITTEE
ON WHICH YOU WOULD LIKE TO SERVE:** Fish & Game Advisory Committee

APPLICANT NAME: Mike Boom

MAILING ADDRESS: [REDACTED]

PHYSICAL ADDRESS: [REDACTED]

TELEPHONE: HOME: [REDACTED] WORK: [REDACTED]

EMAIL ADDRESS: [REDACTED]

OCCUPATION/PROFESSION: Airline Pilot

SUPERVISOR/DISTRICT NUMBER: Roger Abe / District 4

REASONS YOU WISH TO SERVE ON THIS BODY:	I have been interested in our counties wildlife for many years. I believe I could contribute to this committee.
QUALIFICATIONS:	I have served or let many committees or organizations for some time. I also have the availability to dedicate the time required to properly serve.
LIST PAST AND CURRENT PUBLIC POSITIONS HELD:	Currently I am the Foreman for the Grand Jury in Yuba County.

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

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

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

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

SIGNATURE

05-21-12

DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

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The County of Yuba

223-12



Office of the County Administrator

To: Chairman and Board of Supervisors

From: John Fleming, Economic Development Coordinator

Subject: Support Letter to Encourage PG & E Rate Reduction

Date: June 12, 2012

Recommendation:

Execute and forward the attached letter of support to the California Public Utilities Commission recommending a reduced PG & E rate for eligible Yuba County businesses.

Background:

PG & E is asking state regulators for the right to offer a competitive electric rate to attract large employers to California and convince employers already in the state to maintain or expand their operations. The proposed economic development rate targets large companies with power loads of at least 200 kilowatts, and that have a choice of where to locate operations and hire employees.

The rate would provide a 12 percent rate reduction for five years for those companies who need to select a new location, expand existing facilities, or are considering a location outside of California. Where unemployment rates are 25 percent higher than the state average, PG & E proposes a 35 percent rate reduction for five years.

Discussion:

All of Yuba County's businesses are within PG & E's customer territory. Because Yuba County's current unemployment rate is greater than 125% of the state unemployment rate, an approved business incentive could potentially save high energy users up to 35 percent over a five-year period. In 2011 there were 55 business users in Yuba County who would qualify for PG & E's proposed business incentives.

According to PG & E the favorable rate will not adversely affect other businesses or residents within Yuba County. Supporting jurisdictions within the region include Colusa, Corning, Red Bluff, Williams, and the counties of Shasta, Sutter and Tehama.

Committee:

This item was not discussed at committee.

Fiscal Impact

There is no financial impact to the General Fund.

The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



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

June 12, 2012

California Public Utilities Commission
Attn.: Michael Peevey, CPUC President
505 Van Ness Avenue
San Francisco, CA 94102

RE: Support of PG & E Business Energy Incentive Filing

Dear Michael,

The Yuba County Board of Supervisors is aware of PG & E's filing to the California Public Utilities Commission (CPUC) to create an enhanced economic development utility rate for high unemployment areas within PG & E's service territory.

The Board would like to voice its support for PG & E's filing. We recognize the importance of lowering the cost of doing business within Yuba County as one way to encourage job retention and creation locally. Your approval of the application will provide significant relief to businesses in Northern and Central California that are competing globally and specifically within areas that have unemployment rates higher than the state average.

Thank you for your consideration of approving an enhanced economic development utility rate.

Sincerely,

Hal Stocker, Chairman, District 5

Andy Vazquez, Vice Chair, District One

Roger Abe, Supervisor, District 4

John Nicoletti, Supervisor, District 2

Mary Jane Griego, Supervisor, District 3

cc: Mark J. Ferron, CPUC Commissioner
Paul Clanon, CPUC Executive Director

SUPERVISORS

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



*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

915 8th Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



224-12

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

June 12, 2012

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR 

SUBJ: ADOPT THE MAY 2012 UPDATE TO THE SOUTH YUBA DRAINAGE MASTER PLAN, SELECTING ALTERNATIVE C AS THE PREFERRED ALTERNATIVE

RECOMMENDATION:

Adopt the May 2012 update to the South Yuba Drainage Master Plan (SYDMP), selecting Alternative C as the preferred alternative.

Make a finding that the preparation of the South Yuba Drainage Master Plan was contemplated as part of the 2030 General Plan Environmental Impact Report (EIR) and no new effects will occur or mitigation measures are required. Therefore, pursuant to Government Code Sections 15162 and 15168(c), the 2030 Yuba County General Plan EIR will serve as the environmental document for this action.

BACKGROUND:

Over the past decade, Public Works has made significant strides improving drainage conditions in the south county area. We have implemented significant portions of the South Yuba Drainage Master Plan (SYDMP) resulting in several large scale projects to solve drainage problems in the communities of Olivehurst and Linda. These projects include the Olivehurst Interceptor, South Olivehurst Detention Basin, and improvements to Clark Lateral/Slough. These projects dramatically improved drainage in the Olivehurst/Linda communities, removing thousands of parcels from the floodplain, and saving homeowners a great amount of money on flood insurance.

This Plan was last updated in 1992 and since that time a large portion of the work has been accomplished. The SYDMP was update d to reflect current conditions, while taking a new look at what improvements are still needed in the south county area to fully realize optimum drainage conditions. This update is also a precursor to updating the County's drainage impact fees to reflect more current conditions.

DISCUSSION:

Over the past decade, the significant drainage improvement projects (Olivehurst Interceptor, South Olivehurst Detention Basin, etc...) have largely solved the interior drainage problems in the Olivehurst area, essentially removing all parcels located in Olivehurst from the 100-year floodplain. This is not to say that localized flooding no longer occurs in Olivehurst, but rather that properties in Olivehurst currently receive the benefit of lower flood insurance rates because they are not located in a FEMA 100-year floodplain. The scope of this study was larger in scale and not to the specificity of addressing little pockets of localized flooding.

The focus of this update was in the East Linda area since, unlike Olivehurst, portions of East Linda currently remain in the 100-year floodplain.

The goals of this Master Plan update were multi-faceted as identified below.

- 1) To integrate past studies which utilized separate hydrologic/hydraulic models for East Linda, Upper Linda Drain, and Upper Olivehurst Drain into a single model for current conditions.
- 2) To develop future conditions hydrologic/hydraulic models representing the effects of potential development in the East Linda area.
- 3) To identify alternative drainage projects, which, when completed, will provide adequate storm drainage for existing as well as future development in the East Linda area.
- 4) To identify alternative drainage projects, which, when completed, will minimize the County maintenance and operating costs associated with pump stations, ditches, and distributed small detention facilities.
- 5) To serve as the basis for a nexus study to update the drainage impact fees.
- 6) To provide a guide for right of way acquisition associated with drainage improvements identified in the study.
- 7) To provide the analysis to facilitate the design and construction of future drainage infrastructure in the East Linda area.

The draft study was presented to your Board on May 15, 2012. Public comments were solicited through a local newspaper advertisement as well as online posting. The comment period was open from April 30 to May 30, 2012. Public comments were also encouraged at the May 15 Board meeting. As of the date of preparing this memo, no comments have been received. Comments received before the deadline will be addressed in the final report presented to the Board for adoption.

Staff recommends your Board select Alternative C as the preferred option.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project was included in the approved FY 2011/12 budget and was previously presented to the full Board. In addition, the update to the SYDMP was contemplated as part of the 2030 Yuba County General Plan.

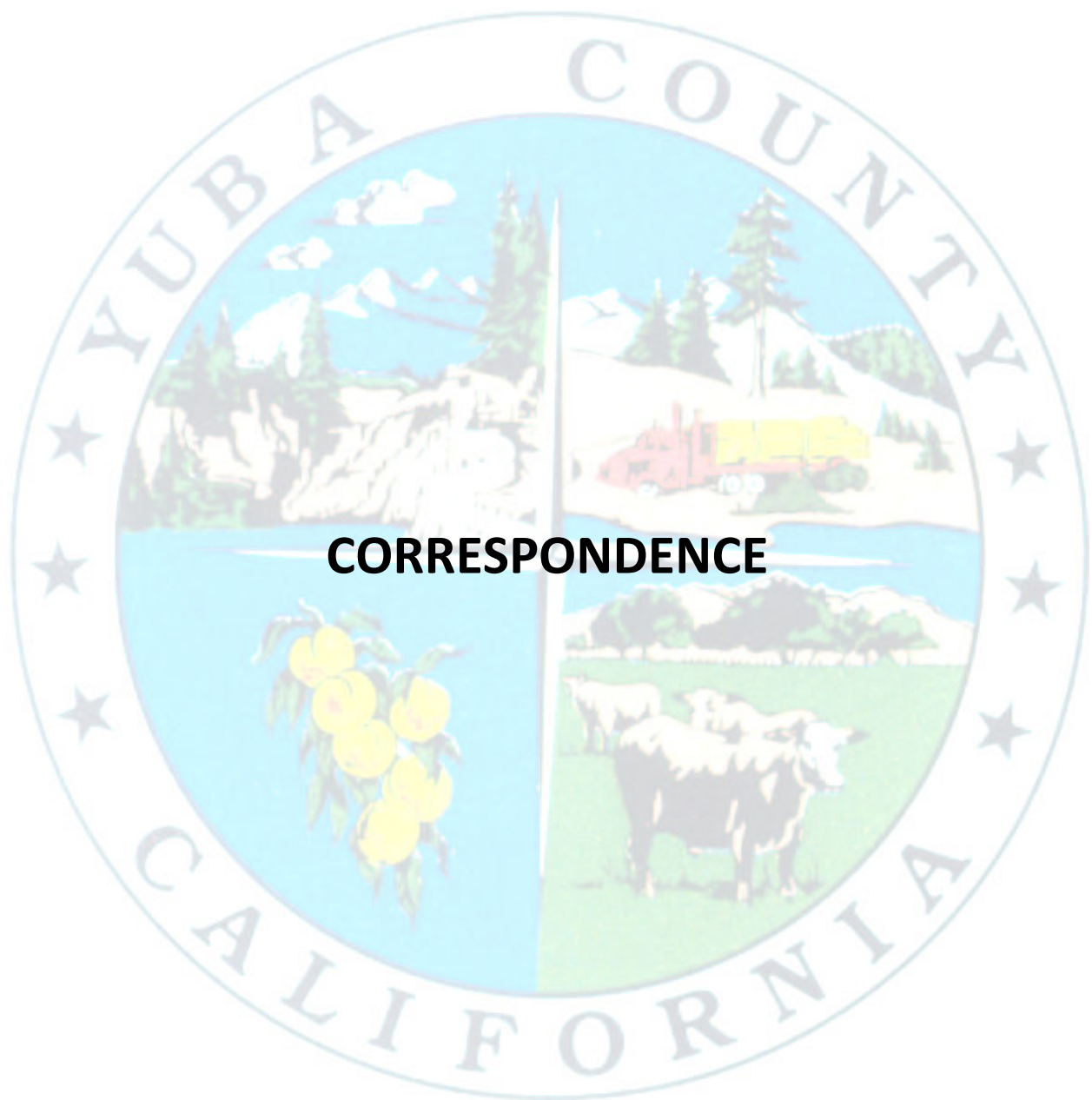
ENVIRONMENTAL DETERMINATION:

The South Yuba Drainage Master Plan serves to implement Policy CD12.3 and Action CD15.2 of the 2030 Yuba County General Plan for which an EIR was certified and adopted on June 7, 2011. The South Yuba Drainage Master Plan is an engineering study outlining required drainage improvements to address existing and future development consistent with the 2030 General Plan. The Plan does not raise any new or different environmental impacts than those addressed in the General Plan EIR. Therefore, pursuant to Government Code Sections 15162 and 15168(c) no further environmental review is required and the 2030 Yuba County General Plan EIR will serve as the environmental document for the SYDMP. Individual construction projects or improvements needed to implement the SYDMP may be subject to further CEQA review.

FISCAL IMPACT:

The total cost of the SYDMP update was \$90,000. Funding for this project came from the Yuba County Water Agency (\$75,000) under an approved MOU, with the remaining \$15,000 funded from Trust 253, Special Drainage Impact Fees. There is no fiscal impact related to today's action.

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STATE OF CALIFORNIA-NATURAL RESOURCES AGENCY

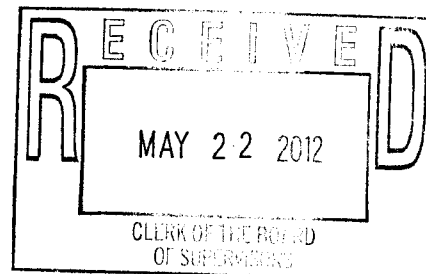
DEPARTMENT OF FISH AND GAME

EDMUND G. BROWN JR., Governor

WILDLIFE CONSERVATION BOARD1807 13TH STREET, SUITE 103
SACRAMENTO, CALIFORNIA 95811

(916) 445-8448

FAX (916) 323-0280

www.wcb.ca.gov**NOTICE OF MEETING**
WILDLIFE CONSERVATION BOARD**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**May 31, 2012
10:00 AM
1/ State Capitol, Room 112
Sacramento, California 95814**FINAL AGENDA ITEMS****ITEM NO.****PAGE NO.**

- | | |
|---|---|
| 1. Roll Call | 1 |
| 2. Funding Status – Informational | 2 |
| 3. Proposed Consent Calendar (Items 4 – 25) | 7 |
| *4. Approval of Minutes – February 23, 2012 | 7 |
| *5. Recovery of Funds | 7 |

* Proposed Consent Calendar

1/ These facilities are accessible to persons with disabilities

BOS CORRESPONDENCE**A**

ITEM NO.		PAGE NO.
*6. North Coast Interagency Visitor Center Del Norte County	\$283,500.00	11

To consider the allocation for a grant to the Crescent City Harbor District (District) for a cooperative project with the National Park Service, the U.S. Forest Service, and the Crescent City Chamber of Commerce for planning and design, CEQA compliance and permitting of a North Coast Interagency Visitor Center, to be located on District property at the corner of Citizens Dock Road and Highway 101, in Crescent City, Del Norte County. The purposes of this project are consistent with the authorized uses of the proposed funding sources, which allow for the development of public access facilities for hunting, fishing, and other wildlife compatible recreational activities. [Wildlife Restoration Fund, Local Assistance; and California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

*7. Little Shasta Conservation Easement (Townley) Siskiyou County	\$1,332,900.00	13
--	----------------	----

To consider the allocation for a grant to the Rocky Mountain Elk Foundation to acquire a conservation easement over 3,104± acres of land for protection of critical winter range for elk and other regional California wildlife and protection of grasslands that sustain working landscapes, located east of the City of Yreka and the town of Montague in Siskiyou County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the protection of grazing land pursuant to the California Rangeland, Grazing Land and Grassland Protection Act (Public Resources Code Section 10330 et seq.). [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(d)(1)]

ITEM NO.

PAGE NO.

- | | | |
|--|----------------|----|
| *8. Charles Mountain Ranch Conservation Easement,
Phase II
Humboldt County | \$1,200,000.00 | 17 |
|--|----------------|----|

To consider an allocation for a grant to the California Department of Forestry and Fire Protection (CAL FIRE) to acquire a working forest conservation easement over 4,437± acres located eight miles southeast of Bridgeville in Humboldt County, wherein the State proposes to administer federal Forest Legacy Program (FLP) funds to protect forest land, important scenic, fish, wildlife, riparian and other ecological values under the California Forest Legacy Program (Public Resources Code section 12240 et seq.). The purposes of this project are consistent with the proposed funding source that promotes the conservation and protection of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

- | | | |
|---|--------|----|
| *9. Doyle Wildlife Area (Utility Easement)
Lassen County | \$0.00 | 21 |
|---|--------|----|

To consider a grant of easement to the Plumas-Sierra Rural Electric Cooperative (PSREC) over 0.51-miles on the Doyle Wildlife Area, necessary to construct a portion of a utility transmission line as part of the PSREC's - Fort Sage to Herlong 120KV Interconnect Project that will address regional power capacity limitations, located in Lassen County.

- | | | |
|---|--------------|----|
| *10. Gray Lodge Wildlife Area Enhancement
Butte County | \$700,000.00 | 24 |
|---|--------------|----|

To consider the allocation for a grant to the California Waterfowl Association (CWA) for a cooperative project with the Department of Fish and Game (DFG) to enhance and restore 711± acres of wetland and upland habitat on the DFG's Gray Lodge Wildlife Area located approximately 6 miles west of the City of Gridley in Butte County. The purposes of this project are consistent with the proposed funding source, which allows for the acquisition, enhancement or restoration of wetlands to protect or enhance a flood corridor or bypass in the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d) (Proposition 1E), Inland Wetlands Conservation Program]

ITEM NO.		PAGE NO.
*11. Little Chico Creek Oak Woodland Conservation Easement Butte County	\$0.00	26

This proposal was withdrawn from consideration at this time.

*12. Sierra Nevada Aquatic Research Laboratory Facility Improvements Mono County	\$1,412,000.00	26
--	----------------	----

To consider the allocation for a grant to the Regents of the University of California to construct a new classroom/lecture hall, install underground utilities, improve existing roadway and parking areas, and replace water control structures at the Sierra Nevada Aquatic Research Laboratory, located approximately 8 miles east of Mammoth Lakes in Mono County. The proposed funding source for this project provides for grants to the University of California for the Natural Reserve System for the construction and development of facilities that will be used for research and training to improve the management of natural lands and the preservation of California's wildlife resources. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund (Proposition 84), Public Resources Code Section 75055 (b)(3)]

*13. Point Pinole Fishing Pier Improvements Contra Costa County	\$234,000.00	28
--	--------------	----

To consider the allocation for a grant to the East Bay Regional Park District to replace an existing vault toilet with an ADA accessible restroom, construct an ADA parking space, improve an ADA path, and conduct a structural engineering inspection of the Point Pinole Fishing Pier, located in Point Pinole Regional Shoreline Park in Contra Costa County. The purposes of this project are consistent with the authorized uses of the proposed funding source which allows for the development of public access facilities for hunting, fishing and other wildlife compatible recreational activities. [Wildlife Restoration Fund, Local Assistance]

ITEM NO.		PAGE NO.
<p>*14. San Joaquin River Parkway, Sycamore Island Pond Isolation, Planning and Design Madera County</p> <p>To consider the allocation for a grant to the Department of Water Resources for a cooperative project with the San Joaquin River Conservancy (Conservancy) to complete preliminary and final design, prepare analyses and environmental review in compliance with CEQA, and prepare permit documents to allow for the enhancement of habitat and stabilization of ponds on the Conservancy's Sycamore Island property in Madera County adjacent to the San Joaquin River. The purposes of this project are consistent with the proposed funding source, which allows for the acquisition, development, rehabilitation, restoration and protection of land and water resources located within the boundaries of the San Joaquin River Conservancy. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002 (Proposition 40), Public Resources Code Section 5096.650(b)(5)]</p>	\$232,000.00	31
<p>*15. San Joaquin River Parkway, Camp Pashayan #2 Fresno County</p> <p>To consider the acquisition of 11± acres of land by the San Joaquin River Conservancy for the protection of riparian and oak woodland habitats and provide future public use opportunities, located along the San Joaquin River, just east of State Highway 99 in the City of Fresno, in Fresno County. The purposes of this project are consistent with the proposed funding source that allows for river parkway projects identified by the San Joaquin River Conservancy. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), Public Resources Code Section 75050(f)]</p>	\$190,000.00	35
<p>*16. San Joaquin River Parkway, Spano River Ranch, Habitat Enhancement, Planning and Design Fresno County</p> <p>To consider the allocation for a grant to San Joaquin River Parkway and Conservation Trust for a cooperative project with the San Joaquin River Conservancy (Conservancy) to complete preliminary and final design, prepare analyses and environmental review in compliance with CEQA, and prepare permit documents to allow for habitat restoration on the Conservancy's River West Fresno (Spano) property, located immediately west of State Highway 41 in Fresno County. The purposes of this project are consistent with the proposed funding source, which allows for the acquisition, development, rehabilitation, restoration and protection of land and water resources located within the boundaries of the San Joaquin River Conservancy. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002 (Proposition 40), Public Resources Code Section 5096.650(b)(5)]</p>	\$207,000.00	38

ITEM NO.**PAGE NO.**

- *17. Shaver Lake Boat Launch Parking Lot
Fresno County

\$268,000.00

41

To consider the allocation for a grant to the County of Fresno for a project to enhance the upper parking lot, replace an existing storm drain with an integrated grease and sand separator, and restore the launch ramp maneuvering area at the Shaver Lake Boat Launch Facility on property owned by the Southern California Edison Company in Fresno County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the development of public access facilities for hunting, fishing and other wildlife compatible recreational activities. [Wildlife Restoration Fund, Local Assistance]

- *18. Marks Ranch
Phase II
Monterey County

\$552,076.00

43

To consider the allocation for a grant to the Monterey County Parks Department to acquire 113± acres to protect native grasslands, oak woodlands, riparian woodlands and seasonal wetlands that serve as an import wildlife corridor, located west of Salinas, adjacent to the Toro County Park, along Highway 68, in Monterey County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection habitat to protect rare and endangered species, wildlife corridors and significant natural landscapes and ecosystems. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

- *19. Quiota Creek Fish Passage
Santa Barbara County

\$398,000.00

46

To consider the allocation for a grant to the Cachuma Operation and Maintenance Board for a cooperative project with the Department of Fish and Game to replace a low-water Arizona crossing with an arched culvert at Refugio Road crossing #7 of Quiota Creek approximately 4 miles south of Highway 246 in Santa Barbara County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout to protect or enhance a flood protection corridor or bypass. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 1E)]

ITEM NO.

PAGE NO.

- *20. Santa Margarita River Ecological Reserve,
Expansion 4
Riverside County

\$25,000.00

49

To consider the acquisition of 21± acres of land as an expansion to the Department of Fish and Game's (DFG) Santa Margarita Ecological Reserve for a cooperative project with The Nature Conservancy, for protection of riparian and coastal sage scrub habitat providing habitat protection for the endangered California gnatcatcher, orange-throated whiptail, and coast horned lizard, located within the Western Riverside County Multi-Species Habitat Conservation Plan, southwest of the City of Temecula, in Riverside County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the restoration or acquisition of habitat for threatened and endangered species or for the purpose of promoting recovery of those species. [Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Fund (Proposition 12), Public Resources Code Section 5096.350(a)(3)]

- *21. Santa Rosa Mountains (Blixeth 1),
Expansion 16
Riverside County

\$10,000.00

52

To consider the acceptance of a U.S. Fish and Wildlife Services Habitat Conservation Planning grant and the approval to subgrant these federal funds to the Coachella Valley Conservation Commission to acquire 1,342± acres of land for the protection of Peninsular bighorn sheep habitat, and to provide future wildlife oriented public use opportunities. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat that implements or assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c)]

ITEM NO.		PAGE NO.
*22.	Upper Mission Creek / Big Morongo Canyon Conservation Area, Expansion 5 Riverside County	\$5,000.00 55

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning grant and the approval to subgrant these federal funds to the Coachella Valley Conservation Commission to acquire 9± acres of land for the protection of core habitat linkages, fluvial and aeolian sand transport corridor, alluvial fan habitat, and mountainous habitat important for the Coachella Valley fringe-toed lizard, Peninsular bighorn sheep, and other species addressed in the Coachella Valley Multi-Species Habitat Conservation Plan and provide future wildlife oriented public use opportunities, located north of the City of Palm Springs in Riverside County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat that implements or assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c)]

*23.	Rose Creek Watershed Invasives Control Project San Diego County	\$330,000.00 58
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To consider the allocation for a grant to The Chaparral Lands Conservancy for a project to remove the non-native invasive plants Pampas Grass and Giant Reed on 22± acres to restore riparian habitat on public and privately-owned land in the Rose Creek watershed in San Diego County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout in coastal wetlands, upland areas adjacent to coastal wetlands and coastal watershed lands in southern California. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 50 SoCal)]

ITEM NO.		PAGE NO.
*24.	San Diego County MSCP/HCPLA 2009 (El Cajon) San Diego County	\$5,000.00 60

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Acquisition grant and the approval to subgrant these federal funds to the Endangered Habitats Conservancy to acquire in fee 47± acres of land for the protection of land that will greatly enhance the existing San Diego Multiple Species Conservation Plan by securing key regional wildlife linkages and preserving core areas of habitat located east of the City of El Cajon in San Diego County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitat that assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c)]

*25.	San Diego County MSCP/HCPLA 2009 (Michelsen) San Diego County	\$5,000.00 63
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To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Acquisition grant and the approval to subgrant these federal funds to the Endangered Habitats Conservancy to acquire in fee 92± acres of land for the protection of land that will greatly enhance the existing San Diego Multiple Species Conservation Plan by securing key regional wildlife linkages and preserving core areas of habitat located east of the City of El Cajon in San Diego County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitat that assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055 (c)]

26.	Working and Learning Among the Oaks San Luis Obispo County	Special Presentation 66
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Students from the Santa Margarita School will be making a special presentation on Learning Among the Oaks. In 2005 and again in 2008, the Board allocated funds to implement the Learning Among the Oaks program, a unique and very successful oak education program for K through 6th grade students. The presentation, given by one of the student Oak Ambassadors, will highlight the unique partnership between the landowners of the historic Santa Margarita Ranch and the school.

ITEM NO.		PAGE NO.
27.	Chalk Mountain Conservation Easement, Phase II Humboldt County	\$2,000,000.00 69

To consider an allocation for a grant to the California Department of Forestry and Fire Protection (CAL FIRE) to acquire a working forest conservation easement over 4,024± acres located two miles southeast of the community of Bridgeville in Humboldt County, wherein the State proposes to administer federal Forest Legacy Program (FLP) funds to protect forest land, important scenic, fish, wildlife, riparian and other ecological values under the California Forest Legacy Program (Public Resources Code section 12240 et seq.). The purposes of this project are consistent with the proposed funding source that promotes the conservation and protection of productive managed forest lands, forest reserve areas, redwood forests and other forest types including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

28.	Daugherty Hill Wildlife Area, Expansion 13 Yuba County	\$0.00 72
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This project was withdrawn from consideration at this time.

29.	Suisun Marsh, Denverton Legacy Project Solano County	\$1,510,000.00 73
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To consider the allocation for a grant to the California Waterfowl Association (CWA) to acquire fee title of 763± acres of land for the protection of bay area wetlands and associated upland areas supporting migratory waterfowl and shorebirds and threatened and endangered species, including the fully-listed salt-marsh harvest mouse, located south of Suisun City, north of Grizzly Bay, in Solano County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species and wetland habitat areas within the San Francisco Bay Area. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c) (Proposition 50 SF Bay)]

ITEM NO.			PAGE NO.
30.	Suisun Marsh, Grizzly Ranch Legacy Project Solano County	\$2,010,000.00	77

To consider the allocation for a grant to the California Waterfowl Association (CWA) to acquire fee title of 982± acres of land for the protection of bay area wetlands and associated upland areas supporting migratory waterfowl and shorebirds and threatened and endangered species, including the fully-listed salt-marsh harvest mouse, located south of Suisun City, north of Grizzly Bay, in Solano County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species and wetland habitat areas within the San Francisco Bay Area. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c) (Proposition 50 SF Bay)]

31.	Rockville Trail Estates Solano County	\$2,887,000.00	81
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To consider the allocation for a grant to the Solano Land Trust for a cooperative project with the California Coastal Conservancy, Moore Foundation, City of Fairfield, Resources Legacy Fund and the Syar Foundation to acquire 1,165± acres of land to protect significant natural landscapes and wildlife corridors, running north to the Blueridge open space areas near Lake Berryessa, including oak woodland, grassland, wetland and riparian habitats, and provide access and passive recreational opportunities to the public, located in the hills north of Cordelia Junction, in Solano County. The purposes of this project are consistent with the funding source that allows for the acquisition and protection of habitat to protect rare and endangered species, wildlife corridors and significant natural landscapes, ecosystems and other significant habitat areas. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

ITEM NO.		PAGE NO.
32.	Eden Landing Ecological Reserve Wetland Restoration Construction Alameda County	\$8,000,000.00 85

To consider the allocation for a grant to Ducks Unlimited, Inc., for a cooperative project with the State Coastal Conservancy and the Department of Fish and Game (DFG) to restore approximately 230 acres of coastal wetlands and to construct public access improvements at ponds E12 and E13 at the DFG's Eden Landing Ecological Reserve approximately 5.5 miles west of Union City in Alameda County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, protection and restoration of coastal wetlands, upland areas adjacent to coastal wetlands and coastal watershed lands within the San Francisco Bay Area. [Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Water Code Section 79572(c)]

33.	Mission Creek Fish Passage Project Santa Barbara County	\$775,000.00 90
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To consider the allocation for a grant to the City of Santa Barbara for a cooperative project with the Department of Fish and Game, the County of Santa Barbara Flood Control District, Southern California Wetland Recovery Program and private foundations to modify a channelized portion of Mission Creek to improve fish passage for steelhead trout on approximately 0.8 miles of stream channel in western Santa Barbara County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout in coastal wetlands, upland areas adjacent to coastal wetlands and coastal watershed lands in southern California. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 50 SoCal)]

ITEM NO.		PAGE NO.
34.	Angeles Linkage (Nomin)	\$2,480,000.00 93
	Los Angeles County	

To consider the allocation for a grant to Riverside Land Conservancy to acquire 1,030± acres of land that will provide a significant contribution to the landscape level connection that serves two expansive core areas, and to assist in the movement of wildlife species within the upper Santa Clara River watershed, an important stream for the Southern California steelhead and the three-spine stickleback, located near the unincorporated community of Agua Dulce and approximately eight miles east of Santa Clarita, in Los Angeles County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species and coastal wetlands, upland areas adjacent to coastal wetlands and coastal watershed lands in southern California. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c) (Proposition 50 SoCal)]

35.	Jamul Creek Watershed Riparian Restoration	\$1,696,000.00 97
	San Diego County	

To consider the allocation for a grant to River Partners for a cooperative project with the Department of Fish and Game (DFG), Resources Legacy Fund, San Diego City Water Department and TransNet to restore 178± acres of riparian and oak woodland habitat on the DFG's Rancho Jamul Ecological Reserve and Hollenbeck Wildlife Area located three miles southeast of Jamul in San Diego County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout to protect or enhance a flood protection corridor or bypass. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 1E)]

ITEM NO.		PAGE NO.
36.	Southern California Coastal Wetland and Riparian Restoration Various Counties	\$400,000.00 100

To consider the allocation for a grant to the State Coastal Conservancy for a cooperative project with the Earth Island Institute to assist with the implementation of the Community Wetland Restoration Grant Program that provides funding for community-based restoration projects in coastal wetlands and watersheds in the Southern California region. Projects are located in the five coastal counties from Point Conception to the U.S. Mexico border, including portions of Santa Barbara, Ventura, Los Angeles, Orange, and San Diego Counties. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout in coastal wetlands, upland areas adjacent to coastal wetlands and coastal watershed lands in southern California. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 50 SoCal)]

37.	Appraisal Review and Disclosure Statewide	Informational/Action 104
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To consider a new Wildlife Conservation Board (Board) policy governing the review and disclosure of appraisal information and to require an independent, third party review of appraisals for acquisition projects comprised of 5,000 or more acres or for which the Board proposes to allocate five million dollars (\$5,000,000) or more of State funds.

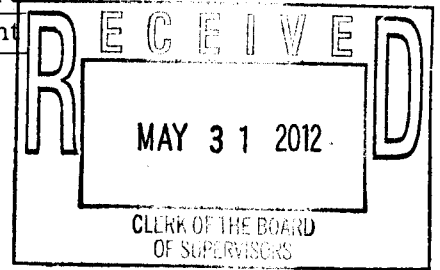
38.	Strategic Planning Update	Informational 121
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To provide the Board with an update on undertaking a strategic planning process.



JOANNA R. PALMER

Bookkeeping & Financial Management



May 25, 2012

ASSETS

LIABILITIES

EQUITY

PAYROLL

DIRECT EXPENSES

OVERHEAD

PROFIT/LOSS

Chairman Hal Stocker
Board of Supervisors
Yuba County Court Center
915 8th Street Suite 109
Marysville, Ca 95901

Dear Chairman:

My name is Joanna Palmer and I am the bookkeeper for Lynn Ireland. I have been her bookkeeper for six years and during all those years I have always mailed her property tax payment on the due date. I have a postage machine at my office which I use to postage it the day it is due and I take it to the post office along with the property tax payments for all my other clients as well at 6:00PM on April 10th. I have never had any payments come back saying that they were late. In April of this year Dan Mierzwa returned the payment saying that it was late. The mail date from my postage machine says April 10th but the date the post office stamped said April 11th. This is due to the fact that they did not stamp it until the next day. Because Dan Mierzwa considers this payment late there is a penalty of \$72.26 that us due. I have been making payment this way for over twenty years. Never have I received any payment back from Dan Mierzwa before nor from any of the other 5 counties that I mail payments to or from the IRS or the Franchise Tax Board. I have called Dan Mierzwa's office on two occasions and neither time has he been willing to speak with me.

This letter is a request that this judgment be reviewed by the Board of Supervisor's and that his decision be overruled. Since the payment has never been returned before I feel that it is unfair after all this time to decide to do it now. Since no other County nor the Federal Government or the Franchise Tax Board has had an issue with this why should Yuba County. Ms. Ireland is a senior citizen and lives on a fixed income.

Attached is a copy of the letter I received from Dan Mierzwa.

Please feel free to call me if you have any questions.

Thank you very much.

Joanna R. Palmer

BOS CORRESPONDENCE B

5-31-12/CC to Treasurer/Tax Collector/rf

P.O. Box 480

Sebastopol, CA 95473

707.823.5165

510.663.0151

FAX 707.823.7807

www.jrpbooks.com

The County of Yuba

Office of the Treasurer and Tax Collector

DAN M. MIERZWA
Treasurer & Tax Collector



Government Center
915 8th St., Ste 103
Marysville, CA 95901

Telephone (530) 749-7840
Fax (530) 749-7844

4/20/2012

IRELAND LYNN TRUSTEE
4363 ALBERT ST
OAKLAND CA 94619-2718

RE: 005-240-020-000

We are RETURNING your payment of \$522.69 reference #1434 for the reason indicated below:

The payment received was postmarked **after** the 12:00 midnight deadline on **April 10, 2012** and is subject to additional fees. The Neopost stamp on your original envelope is a metered stamp and not a valid postmark of the USPS. The valid USPS postmark is April, 11, 2012, therefore your payment is late. The 2nd installment payment includes an additional ten percent (10%) penalty plus a \$20 cost due.

Please see figures below for the total amount due at this time.

TOTAL TAX AMOUNT DUE: \$ 594.95

**IMPORTANT – PLEASE RETURN THE PAYMENT STUB OR A COPY OF THIS LETTER WITH YOUR PAYMENT
BEFORE 6/30/2012.**

***In order to avoid further penalties or fees, your TOTAL payment must be postmarked on or before
6/30/2012.**

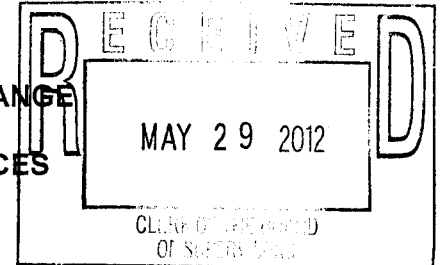
Sincerely,
DAN M. MIERZWA
Treasurer and Tax Collector

By: _____

Michele Burks

State Water Resources Control Board

**NOTICE OF PETITIONS FOR TEMPORARY CHANGE
INVOLVING THE TRANSFER/EXCHANGE
UNDER DEPARTMENT OF WATER RESOURCES
PERMIT 16479 (APPLICATION 14443)
AND THE SPECIFIED PERMITS OF
THE U.S. BUREAU OF RECLAMATION**



On May 18, 2012 the Department of Water Resources (DWR), and the U.S. Bureau of Reclamation (Reclamation) filed petitions for temporary change to transfer up to 52,320 acre feet of water pursuant to California Water Code section 1725 et seq. The petitions request the temporary addition of the Central Valley Project (CVP) place of use downstream of the Jones Pumping Plant to DWR Permit 16482 (APPLICATION 17512) and the temporary addition of the State Water Project (SWP) place of use downstream of Harvey O. Banks Pumping Plant to Reclamation Permits 12721, 11967, 12722, 12723, 12727, 11315, 11316, 11968, 11969, 11970, 12860, 11971, 11972, 11973, and 12364 (APPLICATIONS 5626, 5628, 9363, 9364, 9368, 13370, 13371, 15374, 15375, 15376, 15764, 16767, 16768, 17374 and 17376). The proposed changes will not result in the diversion of additional water from the Delta or delivery of more water to any individual water supplier or user than has been delivered historically. According to the petitioners, the requested changes will allow operational flexibility to most efficiently deliver water supplies where they are most needed. The changes are intended to facilitate transfers/exchanges involving a total of up to 52,320 acre-feet of water involving the following water districts: 1) Santa Clara Valley Water District; 2) Oak Flat Water District/Del Puerto Water District; and 3) Kern County Water Agency/Kern Tulare Water District. A temporary transfer may be in effect for one year from the date approval

Any correspondence directed to the petitioners should be mailed to both: 1) Department of Water Resources, c/o Nancy Quan, P.O. Box 942836, Sacramento, CA 94236-0001 or via email at nquan@water.ca.gov; and 2) U.S. Bureau of Reclamation, c/o Ray Sahlberg, 2800 Cottage Way, Sacramento, CA 95825 or via email at rsahlberg@usbr.gov.

BOS CORRESPONDENCE C

SWP and CVP Permits Subject to Temporary Change

SWP Water Rights		
Application Number	Permit Number	Description
17512	16482	San Luis Reservoir
CVP Water Rights		
Application Number	Permit Number	Description
5626	12721	Shasta Project
5628	11967	Trinity Project
9363	12722	Shasta Project
9364	12723	Shasta Project
9368	12727	Tracy Pumping Plant
13370	11315	Folsom Project
13371	11316	Folsom Project
15374	11968	Trinity Project
15375	11969	Trinity Project
15376	11970	Trinity Project
15764	12860	San Luis Reservoir
16767	11971	Trinity Project
16768	11972	Trinity Project
17374	11973	Trinity Project
17376	12364	Whiskeytown Lake

Pursuant to California Water Code section 1726(f), any interested party may file a comment regarding these petitions. **Comments must be received by the Division of Water Rights by 4:30 p.m. on June 29, 2012. A copy must also be provided to the petitioners at the addresses above.** To obtain detailed information regarding the proposed transfer, you may view the petitions by visiting the Division's website at:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_to_notices/index.shtml.

Should you have any other questions regarding this matter, please contact Kate Gaffney at (916) 341-5360 or by email at kgaffney@waterboards.ca.gov.

Date of Notice: May 25, 2012



Public Facilities Committee





226-12

Administrative Services Memorandum

To: Public Facilities Committee
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: June 12, 2012
Re: 4H Camp Capital Investment

Recommendation

Consider approval of a budget transfer in the amount of \$15,088.14 from the 4H Trust Fund to Account 101-0101-411-5240 (4H Camp) for acquisition of replacement kitchen equipment for the County's 4H Camp in Dobbins.

Discussion

The County's 4H Camp and Outdoor Education Center in Dobbins is being managed by the Yuba County Office Education. The Office of Ed has informed us that several pieces of kitchen equipment have reached the end of their useful life and need replacement.

Background

The purpose of the 4H Camp Timber Fund is solely for the purpose of capital improvement of the Camp. This fund is replenished from timber harvesting on the 4H Camp property. Our Timber Manager anticipates a new harvest fairly soon as market conditions improve.

The Office of Ed's Program Manager of the Camp has requested the County make the capital investment to replace the following:

- The griddle/gas range; current unit is rusty and does not operate properly
- The 'reach-in' freezer has not been working for some time, and the walk in freezer is inefficient and works intermittently. The Camp needs a reliable freezer for food protection.
- The standing mixer is not operable and is a key piece of kitchen equipment for large groups.

The total replacement cost for these three items is \$15,008.14

The Program Manager has obtained multiple quotes and this presents the best value.

Fiscal Impact

There will be no impact to the General Fund resulting from this transfer. After this action, there will be approximately \$42,000 left in the 4H Fund.

Quote

2440

To: 4-H Camp - Equipment
Chris Reyna
530-848-7947
635-2859

From: NorCal Food Equipment Inc.
Troy Emmerling
172 Commercial Ave.
Chico, CA 95973-0215
Phone: (800) 342-4428
Cell: (530) 519-9509

Item	Qty	Description	Sell Each	Sell Total
1	1	ea GRIDDLE, GAS, RESTAURANT RANGE MATCH Southbend Model No. S36A-3G S-Series Restaurant Range, gas, 36" W, 64,000 BTU, 36" manual griddle, (1) 35,000 BTU convection oven with snap action thermostat, stainless steel front, sides and removable shelf, 4" s/s front rail, removable grease drawer, hinged lower valve panel, metal knobs, 6" s/s adjustable legs, CSA, NSF, total BTU'S (NAT) 99,000 59.5(h) x 36.5(w) x 42.25(d)	5,041.25	5,041.25
	1	ea Standard one year limited warranty (range)		
	1	ea LP gas		
3	1	ea FREEZER, REACH-IN Everest Refrigeration Model No. ESF3 Reach-In Freezer, three-section, 71 cu. ft. cap., (9) shelves, top mounted self contained refrigeration system, digital control system, adjustable self-closing doors, door locks, 304 s/s interior & 430 s/s exterior, (4) 4" diameter swivel casters (front with brakes) & (1) adjustable s/s clad ABS leg, incandescent interior lighting, (3) 1/2 HP compressor, 230V-60Hz-1Ph, 12.36 amps, NSF 7, ETL safety 74.25(h) x 75(w) x 31.75(d)	4,430.40	4,430.40
	1	ea Parts and labor: Total 2 years from installation date (there is no more additional 6 months warranty this time)		
	1	ea Compressor: Total 5 years from installation date		
			Merchandise	9,471.65
			Freight	434.66
			Total Installation	704.00
			Sales Tax (7.25%)	686.69
			Total	11,297.00

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: 11,297.00

WHITE . AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

COUNTY OF YUBA DATE: June 19 20 12
REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Board of Supervisors

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 13

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0000-372-99-01		15,088.00
Operating Transfer In		

ACCOUNT NO.	NAME	AMOUNT
101-0101-411-52-40		15,088.00
4H Camp		

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
274-0000-372-99-03 4H Holding	15,088.00

FUNDS TO BE INCREASED:

FUND	AMOUNT
101-0000-372-99-01 General	15,088.00

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Acquisition of kitchen equipment

APPROVED:

☐ AUDITOR - CONTROLLER _____ Signature _____ Date _____

DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR: _____ Signature _____ Date _____

Clerk of the Board

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

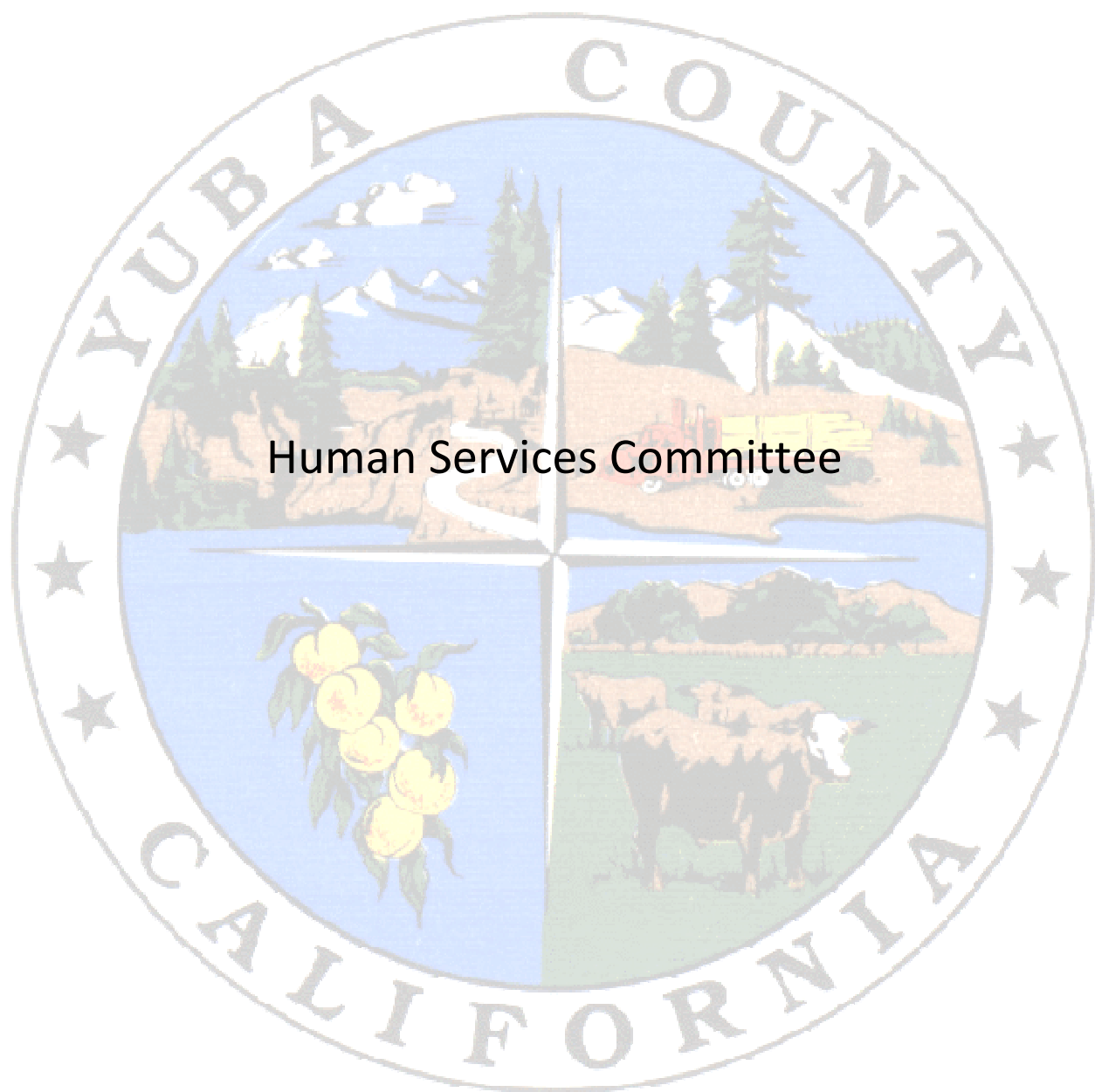
Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

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Human Services Committee



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



227-12

**Joseph W. Cassady, D.O.,
Health Officer**

Phone: (530) 749-6366

TO: Health & Human Services Committee
Yuba County Board Of Supervisors

FROM: *Suzanne Nobles*
Suzanne Nobles, Director
Health & Human Services Department

DATE: June 12, 2012

SUBJECT: Authorize budget transfer in the amount of \$1,700.00 from 101-5800-455-62-00 (Fixed Assets) to 101-5800-455-22-00 (Office Supply) for purchase of laptop computer.

RECOMMENDATION: Board of Supervisors approval to transfer funds in the amount of \$1,700.00 from 101-5800-461-62-00 (Fixed Assets) to 101-5800-455-22-00 (Office Supply) for purchase of laptop computer is recommended.

BACKGROUND: The current Veterans Service Office laptop is over six years old and reaching end of life. The Veterans Service Office needs to update the laptop computers used for outreach events to maintain staff productivity in the community. Additionally, the new laptop computers will meet security and encryption requirements.

DISCUSSION: At mid-year the Health and Human Services Department appropriated \$1,700.00 to 101-5800-461-62-00 (Fixed Assets) for the purchase of one laptop computer. Quotes to purchase the laptop have been received and because the cost is below the \$1,000 fixed asset threshold, it is considered an office supply.

FISCAL IMPACT: Approval of this Budget Transfer will have no fiscal impact to county funds. State and Federal funds will be used for these purchases.

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

DATE April 6, 2012

COUNTY OF YUBA

RECEIVED

APR 24 2012

AUDITOR-CONTROLLER

REQUEST FOR TRANSFER OR

TRANSFER #

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

AUDITOR - CONTROLLER

DEPARTMENT Veterans Service

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

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-5800-455-62-00	Fixed Assets	\$1,700.00

ACCOUNT NO.	NAME	AMOUNT
101-5800-455-22-00	Office Supp	\$1,700.00

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT		FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT			DEBIT	CREDIT

REASON FOR TRANSFER:

Cost is below the fixed asset threshold.

APPROVED:

☐ AUDITOR-CONTROLLER

Signature

4/30/12
Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

5/7/12
Date

TITLE

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

AUDITOR - CONTROLLER

Approved:

BOARD OF SUPERVISORS

Auditor/Controller, Dean E. Sellers

Clerk of the Board

Date