

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.

JULY 17, 2012

- 9:15 A.M. HUMAN SERVICES COMMITTEE** - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)
- A. Consider tenant rental contract in the amount of \$200.00 per month with Hub Self Storage for storage of closed case files - Health and Human Services (Ten minute estimate) (273-12)
- 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 Vasquez
- 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. Auditor-Controller
1. Authorize Budget Transfer in the total amount of \$150,950.00 to transfer in lieu of health insurance back to salaries for General and Operating Departments for the six-month period ending June 30, 2012. (274-12)
- B. Health and Human Services
1. Approve agreement with Bloodsource Inc. for blood drive services at County locations for a one year term and authorize the Chair to execute same. (Human Services Committee recommends approval) (275-12)
- IV. **SPECIAL PRESENTATION**
- A. Present proclamation declaring the month of July 2012 as Sexual Assault Awareness Month. (276-12)
- 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. Board of Supervisors
1. Set Board meeting of August 7, 2012 at 6:00 p.m. to be held at the Alcouffe Community Center, 9185 Marysville Road, Oregon House, California and post notice of same pursuant to Government Code §25081(b). (4/5 vote required) (No background material) (Five minute estimate) (277-12)

B. Clerk-Recorder/Elections

1. Accept Certificate of Sufficiency for initiative to Preserve Farmlands and Open Space and adopt resolution authorizing County Clerk to submit measure to the voters at the regularly scheduled election of November 6, 2012 pursuant to Elections Code §1405(b). (Five minute estimate) (278-12)

C. Treasurer-Tax Collector

1. Adopt resolution for the issuance of 2012/2013 Yuba County Community College District Tax and Revenue Anticipation Notes not to exceed \$10,000,000. (Five minute estimate) (279-12)

VII. **CORRESPONDENCE** - (280-12)

- A. Resolution from the City of Marysville requesting consolidation of the city election with the November statewide election.
- B. Schedule of Proposed Actions from the United States Forest Service regarding Plumas National Forest for the period of July 1, 2012 to September 30, 2012.
- C. Notice from California Fish and Game Commission regarding proposed regulatory action relating to commercial herring fishery. (Copy to Yuba County Fish and Game Advisory Commission)
- D. Notice from Three Rivers Levee Improvement Authority advising of sale of surplus property identified as APN 014-290-034.

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

IX. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.

- A. Potential litigation pursuant to Government Code §54956.9(b) - One Case

X. **ADJOURN**

2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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.

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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



273-12

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

Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

FROM: Suzanne Nobles, Director *filed for 57*
Health & Human Services Department

DATE: July 17, 2012

SUBJECT: Approval of Tenant Rental Contract between Hub Self Storage
and the Yuba County Health and Human Services Department

RECOMMENDATION: Board of Supervisors approval of the Tenant Rental Contract between its Health and Human Services Department and Hub Self Storage for the rental of a 24 x 30 storage space at \$200.00 per month.

BACKGROUND: The Health and Human Services Department uses off-site storage to house Child Welfare Services (CWS) closed case files. State and Federal regulations mandate that case files and fiscal files be maintained for a minimum of ten years.

DISCUSSION: The CWS closed files are currently stored in a larger storage space unit (#21) at Hub Self Storage. CWS no longer requires the larger storage space unit and would like to move the remaining closed case files to a smaller storage space unit with a reduced monthly rate.

FISCAL IMPACT: Approval of the Tenant Rental Contract with Hub Self Storage will not impact County General Funds as these costs will be paid through the CWS allocation.

TENANT RENTAL CONTRACT

DATE: 5/7/12 SIZE: 24x30 UNIT #: SHOP-09

TENANT#1NAME: YUBA COUNTY CPS

ADDRESS: 5730 PACKARD AVE CITY: MSVL, CA STATE & ZIP CODE 95901

TELEPHONE# 530-749-6394 TELEPHONE# _____

EMPLOYER NAME: _____ ADDRESS: _____

CITY/STATE/ZIP CODE: _____ EMPLOYER TELEPHONE _____

1. RENT 200.00 (TENANT INITIALS HERE)

a. \$Tenant shall pay _____ Per month to owner as rent for space.

b. \$ _____ is prorated rent due for the time from _____ to _____

This rent prorating amount is due the first day of the following month in which this agreement is executed. Tenant shall pay owner the prorated rent due and necessary to bring the rent payment up to the date through the last day of the second calendar month of the agreement.

c. Beginning on the third calendar month of the agreement term, tenant's rent shall be paid monthly in advance on the first day of each and every calendar month.

d. THERE IS NO REFUND OF RENT.

e. Tenant understands and agrees that no bailment or deposit of goods for safekeeping is intended or created hereunder. Owner is not a bailee of the tenant's property and the is no warehouseman relationship between the parties. Owner does not take care, custody, control of tenant's said property.

2. DEPOSITS 100.00 (TENANT INITIALS HERE)

\$ _____ shall be paid by tenant in advance, and prior to usage of the unit, as a security, cleaning, and damage deposit, and is to be held by the owner for the tenant's faithful performance of the terms of this agreement and for the cleaning and repair of the space after surrendered by tenant. Upon surrender of space to owner, tenant has 14 days to claim the deposit refund from the owner, less charges for cleaning, repair, and replacement of any missing items, if any. In addition, at owner's sole opinion, Owner may retain any amounts necessary to compensate Owner for tenant's rent due and unpaid after this agreement.

3. OTHER CHARGES (TENANT INITIALS HERE)

Because actual damages for late payments, non-sufficient funds, dishonored checks, and collection costs are extremely difficult to ascertain, Tenant agrees to pay the following charges as liquidated damages and costs that are incurred by Owner in obtaining rent payment(s) and costs and fees that are delinquent and owed by the tenant.

a. Tenant acknowledges Late Charges shall be assessed as follows on the 11th day of each payment period the rent is delinquent.

~~\$10.00~~ (1) Ten dollars (\$10.00), if the rental agreement provides for the monthly rent of sixty dollars(\$60.00) or less.

~~\$15.00~~ (2) Fifteen dollars (\$15.00), if the rental agreement provides for monthly rent greater than sixty dollars(\$60.00), but less than one hundred dollars (\$100.00)

~~\$20.00~~ (3) Twenty dollars (\$20.00), or 15 percent of the rent, if the monthly rental agreement provides for monthly rent of one hundred dollars (\$100.00) or more.

b. \$30.00 (Thirty dollars) for dishonored funds given in any form, whether check, money order, or cashier's check.

c. \$50.00 (Fifty dollars) for each Preliminary Lien and/or Notice of Lien Sale. NOTICE: Tenant's stored property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if the rent or the charges due remain unpaid for 14 (fourteen) consecutive days. This lien and its enforcement is authorized by Chapter 10 (Commencing with Section 21700) of the Business and Professions Code of California.

d. Abandonment: In the event rent shall be in default and due and unpaid for a period of fourteen (14) consecutive days, and tenant shall have failed to give landlord written notice of an intention not to abandon the premises and the personal property located in, on or about the premises within fifteen (15) consecutive days thereafter. Landlord may reasonable assume that tenant has abandoned the premises and any personal property located in, on or about the premises, and at the Owner's option, the premises shall be deemed abandoned and this agreement will be terminated. Notwithstanding the foregoing, in the event Owner otherwise reasonably determines that tenant has abandoned the premises, at Owner's option, the premises and any personal property located in, on or about the premises shall be deemed abandoned and this agreement shall be terminated. Further, in the event of an abandonment of the premises or any other termination of this agreement or tenant's right to possession of the premises, Owner may sell, destroy or otherwise dispose of any personal property thereafter remaining on the premises.

e. \$25.00 (Twenty-five dollars) for an over-lock fee. If the tenant does not pay the balance due by the 11th day of the month, the Owner will place a lock on the tenant's unit until such time as the unpaid balance is paid in full. The over-lock will be removed immediately upon payment in full, and/or 5 (five) days after payment in full is made by personal check.

f. \$10.00 (Ten dollars) lock cutting fee to cut the lock on a unit seized for a lien. It is charged to the account immediately after the lock is cut.

g. \$250.00 (Two hundred -Fifty dollars) advertising fee for any unit advertised as a lien sale unit due to unpaid rent. This fee covers the cost of advertising the lien sale in a local newspaper and the preparation for it. This fee is set to cover a single ad as it is not possible to know in advance how many units will be involved in the lien sale. This fee is contractual and is a lien process issue.

h. \$50.00 (Fifty dollars) auction fee to cover the costs of conducting the auction on any unit that remains unpaid at the time of the auction. Tenant may claim their unit after the start of the auction, but must pay all costs up to and including the auction fee.

i. \$100.00 (One Hundred dollars) for eviction costs to be added to the tenant's entire balance due at the time of filing the eviction notice with the local court.

j. \$25.00 (Twenty-five dollars) for a credit report, in the event tenant does not cure the balance due within the time period described and/or a Public Lien Sale does not cure the total delinquency owed, and/or if the owner files for eviction through the courts, Owner will pursue efforts to collect the unpaid balance. Tenant's signature hereon is authorization for a credit report to be obtained and used by Owner for such collection efforts.

4. USE

Tenant may only store personal property owned by tenant. Tenant has the exclusive control of the storage space during the term of the agreement, and specifically agrees the Owner is not concerned with the value of any goods stored. Tenant acknowledges he is aware the storage of foods, perishable items, flammable, explosives, dangerous, or illegal materials is prohibited. Trash or other discarded materials shall not be allowed in or near the unit. Tenant shall not do, or permit to be done, any act in which creates or may create a nuisance in connection with tenant's rental use of this space.

5. ACCESS

At Owner's sole discretion, Tenant access to the premises may be conditioned in any manner deemed necessary by Owner to secure Tenant payment of costs due Owner, maintain order, and protect security on the premises. Such measures may include, but are not limited to, attaching Owner's lock to Tenant's unit, limiting hours of access, requiring tenant to sign in prior to tenant's entrance and use of the space.

6. RULES

Owner shall have the right from time to time to establish or change hours of operation or to promulgate amendments and make additional rules and regulations for the safety, care, and cleanliness of the premises, or preservation of good order, and or to comply with all federal, state, county, city, and local laws. Tenant agrees to follow all of the Owner's rules now in effect or that may be put into place from time to time.

7. PREMISES

Tenant has satisfied himself as to the present condition of the premises and the space being rented, and further agrees and accepts them as being in good condition and repair. Tenant will immediately notify Owner of any and all defects in the storage space. Tenant will keep the premises in good condition and pay Owner for repairs necessary due to neglect or misuse while under Tenant's control. Tenant shall not build or attach anything to the building or common walls, or make or cause to be made, any modifications of the space.

8. INSPECTION

Owner may enter the space for purposes of inspection by giving the Tenant 24 hours advance notice by use of the telephone numbers supplied by Tenant to Owner. Owner may further enter the space without any prior notice whenever Owner believes any hazardous materials, condition, or nuisance has been created, or is occurring in the space, or for repairs to the interior door, or inspections by governmental authorities. Said inspection includes permission to "cut" and/or remove any and all tenant locks. Any costs incurred by Owner in removing such hazardous materials will be charged to the tenant's account.

9. TERMINATION

1. This agreement will become immediately null and void when Tenant (a) pays any rent with a check drawn on Non-Sufficient funds, or (b) stores any property not owned by Tenant in the space. In the event of either occurrence, Tenant gives Owner permission to attach a lock on Tenant's space until such time as Tenant can cure the "Non-Sufficient" funds and/or remove property not belonging to tenant.
2. Any other termination of this agreement must be made in writing. Delivery of the termination notice is not effective unless acknowledged by recipient or recipient's agent, either in person, or through certified mail, or other such legally acknowledged service methods. Owner has the unilateral rights to terminate this tenancy within 15 days written notice given by Owner to Tenant. Tenant may terminate this tenancy by giving 15 days written notice to the Owner.

10. ASSIGNMENT

Tenant does not have the right to sublet or assign the storage space nor to store property owned by others without written permission of the Owner. Storing property not owned by Tenant will render this agreement immediately null and void. Tenant's signature hereon is his assurance that all property being stored in the space belongs only to him.

11. INDEMNITY

Lessee agrees to hold Lessor harmless, and defend Owner from all claims, demands, actions, and causes of actions (including attorney fees, and all costs whatsoever) that are hereafter brought about by others as a result of or arising out of Lessee's use of property and are not as a result of owners negligence. If a third party is injured as a result of the tenant's acts, and that third party seeks to recover against the Owner, the Owner will look to the tenant to recover for any damages it is required to pay that injured third party. Unless limited by law, Tenant waives his right to bring any claim against the Owner to trial by jury.

12. RELEASE OF OWNER LIABILITY

As a further consideration of use and occupancy of the space and premises, Tenant agrees that Owner, his agents, employees, and assigns shall not be liable to Tenant, his agents, guests, licensees or invitees for any loss or damages, injury or death caused to them or to their stored property as the result of the use and rental of the space and premises. It is further agreed that any stored property is placed in this space at the Tenant's sole risk, and Owner and Owner's agent, employees, and assigns shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever. Tenant acknowledges that Owner does not warrant or represent that stored property will be safely kept, nor that it will be secure against theft or mysterious disappearance, nor that the premises and space are secure against theft or mysterious disappearance, and/or hazards caused by pests, water, flood, fire, or the elements of weather and/or earthquake. Tenant will not hold Owner liable for Tenant property loss or damage due Owner, Owner's agents and/or employees active or passive acts or omissions or negligence. Tenant signature hereon is his release of Owner liability for any loss of any kind. It is agreed by Tenant that this release of Owner's liability is a bargained for condition set forth herein, and that were Owner not released from liability as set forth herein, a much higher rent would have to be paid by tenant.

13. INSURANCE

OWNER DOES NOT PROVIDE INSURANCE covering Tenant's stored property. Tenant acknowledges he is aware that insurance is available from independent agents and companies to protect Tenant in the event of theft, damage, or destruction of Tenant's property. Tenant's stored property cannot exceed \$5,000.00 (Five Thousand Dollars) in value, unless approved in writing by the Owner and unless the Tenant provides the Owner with proof of insurance for %100 (one hundred percent) of the estimated value of property. Tenant further agrees not to store property having special or sentimental value and Tenant further waives his right to make claims to emotional attachment to his stored property. In the event Tenant now or later acquires insurance coverage on his stored property, Tenant expressly agrees to indemnify all attorneys fees incurred by Owner in connection with such claim or action. This agreement is Tenant's waiver for subrogation. If tenant collects from his insurance company on a loss or damage claim, Tenant's insurance company cannot pursue claims against the Owner after it has paid its insured. Tenant's insurance company will not have the right to then seek recovery back against the Owner for their payment of that claim.

14. SECURITY OF SPACE

Tenant agrees to be solely liable and responsible for providing such locks as Tenant desires, for securing access to the space. In the event such locks or security devices are rendered ineffective for the intended purposes from any cause, or the space is rendered insecure in any manner, Owner may at his sole opinion, take whatever measures deemed necessary by Owner to secure the access to Tenant's space. Owner is not responsible for taking any measures whatsoever, nor for notifying Tenant that access to his space has become insecure. The fact that Owner has taken measures to re-secure that access to Tenant's space under this paragraph shall not alter the limitations of liability set forth in paragraph #12 "RELEASE OF OWNER LIABILITY" above, nor shall such measures be deemed a conversion of Tenant's property.

15. NOTICES

Changes to terms, change of address, and all notices required or permitted by law or by this agreement may be sent to Tenant at any address given by Tenant. In the event any of the addresses given herein change, such change shall not be binding upon Owner unless Tenant has given Owner written notification of the change and Owner acknowledged its receipt in writing. Any of the terms of this agreement may be changed by Owner by giving written notice to Tenant 30 (thirty) day prior to the expiration of any month's tenancy.

16. NO ORAL AGREEMENTS

This rental agreement contains the entire agreement between Owner and Tenant and no oral agreements shall be of any effect whatsoever. Tenant agrees he is not relying upon an oral representation made by Owner, or any of owner's agents, employees, or any other persons purporting to modify or add to this agreement in any manner.

17. SUCCESSION

All provisions of this agreement shall apply to, bind, and be obligatory upon heirs, administrators, representatives, successors, and assigns of the parties hereto.

18. RIGHT TO REFUSE

Owner reserves the right to refuse to rent units to anyone convicted of a criminal offense. This agreement is terminated if the Tenant is convicted of a criminal offense during the tenancy period. The Owner has the right to validate the Tenant's criminal records at any time.

19. VALIDITY

If any part of this agreement is unenforceable for any reason, it shall not affect the balances of the agreement otherwise found to be valid and enforceable. For purposes of clarification and simplicity, number and gender are referred to in singular and male. Any copy, photograph, facsimile, or electronic reproduction of this agreement carries the same weight and authority as the original. By signing hereon, I swear under the laws of the State of California, that all the information provided hereon is true and correct and complete. I understand providing false information will immediately render this agreement null and void and release Owner from all terms and conditions herein. I have received a copy of this agreement.

SIGNATURE

DATE

SIGNATURE

DATE

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CONSENT
AGENDA

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The County of Yuba

274-12


AUDITOR - CONTROLLER



C. RICHARD EBERLE

915 8th Street, Suite 105
Marysville, CA 95901-5273
(530) 749-7810

TO: Board of Supervisors

FROM: Auditor-Controller, C Richard Eberle 

SUBJECT: In Lieu of Health Insurance

DATE: July 17, 2012

Recommendation

Request the Board of Supervisors to approve the reimbursement to Departments for In Lieu of Health Insurance for the Period of January 2012 – June 2012.

Background

Per the MOU dated March 1, 1996, eligible employees can decline health insurance for themselves and their families by signing a waiver of health coverage. Employees will receive a taxable premium in lieu of health insurance coverage.

Discussion

To approve attached Budget Transfer.

Fiscal Impact:

No fiscal impact.

Attachment

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 7-6-2012 REQUEST FOR TRANSFER OR TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Various Operating Funds

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
100-0000-372-99-01	Transfer In	24,900.00
101-0000-372-99-01	Transfer In	48,000.00
102-0000-372-99-01	Transfer In	4,500.00
103-0000-372-99-01	Transfer In	20,400.00
106-0000-372-99-01	Transfer In	4,050.00
107-0000-372-99-01	Transfer In	4,500.00
108-0000-372-99-01	Transfer In	44,000.00
110-0000-372-99-01	Transfer In	600.00

ACCOUNT NO.	NAME	AMOUNT
	See attached List	150,950.00

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT
157-0000-372-99-03	Transfer Out	150,950.00

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT
	Various Operating Funds	150,950.00

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT		FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT			DEBIT	CREDIT
100	280 4000 8000	24,900.00	24,900.00	107	280 4000 8000	4,500.00	4,500.00
101	280 4000 8000	48,000.00	48,000.00	108	280 4000 8000	44,000.00	44,000.00
102	280 4000 8000	4,500.00	4,500.00	110	280 4000 8000	600.00	600.00
103	280 4000 8000	20,400.00	20,400.00				
106	280 4000 8000	4,050.00	4,050.00				

REASON FOR TRANSFER:

To transfer In Lieu of Health Insurance back to salaries for all operating Departments for 6 months period ending June 30, 2012.

APPROVED:

☒ AUDITOR-CONTROLLER

[Signature]
Signature

7/6/12
Date

Signature

[Signature]
DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Robert Bendary
Signature

7/9/12
Date

Auditor Controller
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

**IN-LIEU OF INSURANCE FEES
FISCAL YEAR 2011-2012**

BUDGET NO/DEPT NAME EMPLOYEE NAME FUND 100	JAN PAID AUG	FED PAID SEPT	MARCH PAID OCT	APRIL PAID NOV	MAY PAID DEC	JUNE PAID JAN	
100-5200-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	900.00	900.00	900.00	900.00	900.00	900.00	5,400.00 ✓
100-5201-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	-150.00	-150.00	-150.00	-150.00	-150.00	-150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	6,300.00 ✓
100-5202-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00						
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	750.00	600.00	600.00	600.00	600.00	600.00	3,750.00 ✓
100-5203-451/SOCIAL SERVICES			150.00				
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	150.00	150.00	300.00	150.00	150.00	150.00	1,050.00 ✓
100-5206-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	450.00	450.00	450.00	450.00	450.00	450.00	2,700.00 ✓
100-5207-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	900.00 ✓
100-5208-451/SOCIAL SERVICES							

	150.00	150.00		150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
				150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	750.00	750.00	600.00	900.00	900.00	900.00	4,800.00 ✓
							<u>24,900.00</u> ✓

ND 100 GRAND TOTALS	4,200.00	4,050.00	4,050.00	4,200.00	4,200.00	4,200.00	24,900.00 ✓
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100-5200-451-0101	24,900.00
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**IN-LIEU OF INSURANCE FEES
FISCAL YEAR 2011-2012**

BUDGET NO/DEPT NAME EMPLOYEE NAME	JAN PAID AUG	FED PAID SEPT	MARCH PAID OCT	APRIL PAID NOV	MAY PAID DEC	JUNE PAID JAN		
FUND 101								
101-0100-411/BOARD OF SUPERVISORS								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-0100-411-0101	1,800.00 ✓
101-0200-411/CLERK-RECORDER								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00	101-0200-411-0101	900.00 ✓
101-0300-414/PERSONNEL								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	450.00	450.00	450.00	450.00	450.00	450.00	101-0300- ⁴¹⁴ 411 -0101	2,700.00 ✓
101-0400-412/AUDITOR-CONTROLLER								
	0.00	0.00	0.00	0.00	0.00	0.00		
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-0400-412-0101	0.00 ✓
101-500-412/TREASURER-TAX COLLECTOR								
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-0500-412-0101	900.00 ✓
101-0600-412/ASSESSOR								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	450.00	450.00	450.00	450.00	450.00	450.00	101-0600-412-0101	2,700.00 ✓
101-0700-413/COUNTY COUNSEL								
	150.00	150.00	150.00	150.00	150.00	150.00		
		150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	300.00	300.00	300.00	300.00	300.00	101-0700-413-0101	1,650.00 ✓
101-0800-415/ELECTIONS								
	150.00							
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	150.00	150.00	150.00	150.00	150.00	101-0800-415-0101	1,050.00 ✓
101-0900-417/BUILDINGS & GROUNDS COOLEY, HERBERT								
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-0900-417-0101	900.00 ✓
101-0950-417/CUSTODIAL SERVICES								
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-0950-417-0101	0.00 ✓
101-1500-410/SURVEYOR								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-1500-410-0101	1,800.00 ✓
101-1600-410/PUBLIC WORKS AD								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-1600-410-0101	1,800.00 ✓
101-1700-411/COUNTY ADMINISTRATOR								
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-1700-411-0101	900.00 ✓

TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-1701-411-0101	0.00 ✓
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	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-1800-410-0101	1,800.00 ✓

	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	750.00	750.00	750.00	750.00	750.00	750.00	101-1900410-0101	4,500.00 ✓

TOTALS	<u>250.00</u>	<u>250.00</u>	<u>250.00</u>	<u>250.00</u>	<u>250.00</u>	<u>250.00</u>	101-2701-422-0101	1,500.00 ✓
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	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00							
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	1,800.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	101-3100-423-0101	10,050.00 ✓

	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-3101-423-0101	1,800.00 ✓

TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-3400-426-0101	0.00 ✓
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	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-3500-426-0101	1,800.00 ✓

TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-3600-426-0101	0.00 ✓
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	150.00	150.00	150.00	150.00	150.00	<u>150.00</u>		
TOTALS	<u>150.00</u>	<u>150.00</u>	<u>150.00</u>	<u>150.00</u>	<u>150.00</u>	<u>150.00</u>	101-4100-427-0101	900.00 ✓

TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-4200-427-0101	0.00 ✓
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	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	300.00	300.00	300.00	150.00	150.00	150.00	101-4300-427-0101 1,350.00 ✓

150.00	150.00	150.00	150.00	150.00	150.00
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TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-4400-427-0101	900.00 ✓
101-4800-441/ENVIRON HEALTH								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-4800-441-0101	1,800.00 ✓
101-5800-455/BI-CO VETERANS								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-5800-455-0101	1,800.00 ✓
101-6000-462/LIBRARY								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-6000-462-0101	1,800.00 ✓
101-6700-456/HOUSING AUTH								
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-6700-456-0101	900.00 ✓
								48,000.00 ✓✓
FUND 101 GRAND TOTALS	8,200.00	8,050.00	8,050.00	7,900.00	7,900.00	7,900.00		
							TOTAL	48,000.00 ✓✓

BUDGET NO/DEPT NAME EMPLOYEE NAME	JAN PAID AUG	FED PAID SEPT	MAR PAID OCT	APRIL PAID NOV	MAY PAID DEC	JUNE PAID JAN
FUND 102						
102-9120-431/PUBLIC WORKS						
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	750.00	750.00	750.00	750.00	750.00	750.00
						4,500.00 ✓
102-9130-431/PUBLIC WORKS						
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
						0.00 ✓
102 GRAND TOTALS	750.00	750.00	750.00	750.00	750.00	750.00
						102-9100-431-0101 4,500.00 ✓
FUND 103						
103-7100-421/COURT CLERKS						
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
	200.00	200.00	200.00	200.00	200.00	200.00
103 GRAND TOTALS	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00
						103-7100-421-0101 20,400.00 ✓
FUND 106						
106-4700-441/HEALTH DEPT						
	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
			150.00			
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
106 GRAND TOTALS	750.00	750.00	750.00	600.00	600.00	600.00
						106-4700-441-0101 4,050.00 ✓
FUND 107						
107-2600-421/D.A.-FAMILY SUPPORT						
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
107 GRAND TOTALS	750.00	750.00	750.00	750.00	750.00	750.00
						107-2600-421-0101 4,500.00 ✓
FUND 108						
108-2500-421/DISTRICT ATTY						
	200.00	200.00	200.00	200.00	200.00	200.00

108-2691-422/SHERIFF MISCELLANEOUS

108-2700-422/SHERIFF

108-2890-423/JAIL (NON-SAFETY)

108-2900-423/JAIL

108-3000-423/JUVENILE HALL

108-7400-421/SHERIFF-BAILIFFS

108 GRAND TOTALS	7,250.00	7,250.00	7,250.00	7,350.00	7,450.00	7,450.00
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FUND 110

110 GRAND TOTALS	0.00	0.00	150.00	150.00	150.00	150.00
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FUND 130[illegible]

130 GRAND TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	130-9500-432-0101	0.00 ✓
								<u>78,050.00</u> ✓

12,900.00	12,900.00	13,050.00	13,000.00	13,100.00	13,100.00	TOTAL
						78,050.00 ✓

GRAND TOTAL	25,300.00 ✓	25,000.00 ✓	25,150.00 ✓	25,100.00 ✓	25,200.00 ✓	25,200.00 ✓	
ALL FUNDS							150,950.00 ✓

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



275-12

**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: July 17, 2012

SUBJECT: Agreement between the County of Yuba and Bloodsource, Inc. for blood drive services.

RECOMMENDATION: Board of Supervisors approval of the Agreement between Yuba County and Bloodsource, Inc. for blood drive services at county locations for the term of July 1, 2012 and shall automatically renew for one year terms unless terminated by either party is recommended.

BACKGROUND: This Agreement would make it possible for County employees to participate in a blood drive sponsored by the County. The need for blood continues to grow, while the availability of donors continues to decline. Today, fewer than four of every ten people in the U.S. are eligible, and fewer than one in ten actually donate.

DISCUSSION: This Agreement is needed to allow Bloodsource, Inc. permission to use County facilities to conduct a County employee blood drive. Blood donors save lives of those who fight cancer, recover from burn injuries, transplants, trauma wounds, and more. Approximately one out of every seven people entering the hospital needs blood. One blood donation has the potential to save as many as three lives. Blood drives are a part of a great community history, the end result in a blood drive is to help others in need.

COMMITTEE: The Health and Human Services Committee recommended approval on July 10, 2012.

FISCAL IMPACT: Approval of this Agreement will not impact County general funds.

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**AGREEMENT BETWEEN THE COUNTY OF YUBA
AND
BLOODSOURCE, INC**

This Agreement, made and entered into by and between the COUNTY OF YUBA (hereinafter referred to as "COUNTY") and the BLOODSOURCE, INC, a non-profit organization (hereinafter referred to as "BLOODSOURCE") whose principal place of business is 10536 Peter McCuen Blvd., Mather CA 95665.

WITNESSETH

WHEREAS, BLOODSOURCE is a non-profit blood bank and donor service company; and

WHEREAS, the COUNTY is the owner of certain real property located in Yuba County, California; and

WHEREAS, the COUNTY desires to grant to BLOODSOURCE and BLOODSOURCE desires to receive authorization from the COUNTY to use COUNTY property for the purposes of conducting a mobile blood drive at one or more county locations, including 5730 Packard Avenue, Marysville, CA 95091; and;

WHEREAS, it is the intent of the parties hereto that such use shall be in conformity with all applicable state and local laws;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the COUNTY and BLOODSOURCE mutually agree as follows:

1. The COUNTY hereby grants to BLOODSOURCE and BLOODSOURCE hereby agrees to accept from COUNTY authorization for use of those portions of the property described herein below for the purpose of so stated hereinabove.
2. The property shall be utilized by BLOODSOURCE for the sole purpose of conducting a mobile blood drive which shall take place between the hours of 8:00 am to 5:00 pm and on dates and locations mutually agreed by both parties.
3. The term of this Agreement shall commence July 1, 2012 and shall automatically renew for successive one (1) year terms unless terminated by either party in accordance with Provision 9.
4. The use granted herein is personal to BLOODSOURCE. It is non-assignable and any attempt to assign this Agreement shall terminate it.

5. BLOODSOURCE agrees to the following:
 - a. That said use shall be only for the purpose noted herein.
 - b. BLOODSOURCE will provide all materials and supplies need to perform the blood drive, including but not limited to, needles, cotton swabs, tubing, food for recover, power and fuel.
 - c. BLOODSOURCE shall provide qualified and licensed and/or certified employees to draw blood.
 - d. BLOODSOURCE will set up and clean up necessary equipment.
 - e. BLOODSOURCE shall in no way perform or cause any permanent modifications or alterations at or to COUNTY property.
 - f. BLOODSOURCE agrees to maintain and keep COUNTY property free of trash and litter which is generated as a result of BLOODSOURCE's use of COUNTY property. BLOODSOURCE agrees to leave said property free from all trash, debris or litter directly resulting from BLOODSOURCE'S use of COUNTY property.
 - g. BLOODSOURCE agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the COUNTY's Injury and Illness Prevention Program.
6. **COUNTY STAFF SHALL:**
 - a. Provide a location suitable for BLOODSOURCE to park the bloodmobile or suitable location inside COUNTY property.
 - b. Provide chairs and tables for blood drive locations inside COUNTY property.
 - c. Provide restroom facilities during the mobile blood donation drive to BLOODSOURCE employees and donors.
 - d. Provide 25 names of employees that are willing to donate blood to BLOODSOURCE on the "BLOODSOURCE Sign-Up Sheet".
7. The parties reserve the right to terminate this Agreement at any time for any reason by serving written notice. Upon receipt of such termination notice form the COUNTY, BLOODSOURCE shall immediately cease use of COUNTY property.

8. This Agreement may be amended only by written and mutual consent of both parties.
9. COUNTY and BLOODSOURCE shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.
10. **INDEMNITY:** BLOODSOURCE shall defend, indemnify, and hold harmless the 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 BLOODSOURCE in the performance of services rendered under this Agreement by BLOODSOURCE, or any of BLOODSOURCES'S officers, agents, employees, contractors, or sub-contractors.
11. **INSURANCE PROVISIONS**
BLOODSOURCE shall produce and maintain for the duration of the AGREEMENT 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 BLOODSOURCE, his agents, representatives, employees or subcontractors. If BLOODSOURCE fails to maintain the Insurance provided herein, County may secure such insurance and deduct the cost thereof from any funds owing to BLOODSOURCE.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

BLOODSOURCE shall maintain limits no less than:

- | | | |
|-----------------------|--------------------|---|
| 1. General Liability: | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage. If |
|-----------------------|--------------------|---|

(including operations, products and completed operations.)

Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation: As required by the State of California.

4. Employer's Liability: **\$1,000,000** each accident, **\$1,000,000** policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.

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

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 BLOODSOURCE shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. The County, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of BLOODSOURCE; and with respect to liability arising out of work or operations performed by or on behalf of BLOODSOURCE 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 BLOODSOURCE's insurance policy, or as a separate owner's policy.

2. For any claims related to this project, BLOODSOURCE'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 BLOODSOURCE's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the County.

Waiver of Subrogation

BLOODSOURCE hereby agrees to waive subrogation which any insurer of BLOODSOURCE may acquire from BLOODSOURCE by virtue of the payment of any loss. BLOODSOURCE agrees to obtain any endorsement that may be necessary to effect 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 BLOODSOURCE, its employees, agents and subcontractors.

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.

Verification of Coverage

BLOODSOURCE 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 effecting the coverage required by these specifications at any time.

Subcontractors

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

12. **GOVERNING LAW:** This Agreement is to be governed by and construed with the laws of the State of California. Venue shall be in the appropriate court in and for the County of Yuba.
13. **NOTICES:** Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

Notices shall be addressed as follows:

If to YCDHHS:

Suzanne Nobles, Director
Yuba County Department of
Health and Human Services
P.O. Box 2320
Marysville, CA 95091

With a copy to:

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

If to BLOODSOURCE:

BLOODSOURCE
Erin Gilmer, Director of Operations
555 Rio Lindo Avenue
Chico, CA 95926

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows

BLOODSOURCE, INC.

By: Mitzy P Edgcomb
Mitzy Edgcomb
Vice President, Recruitment

Date: 6-1-12

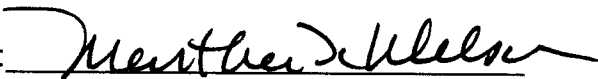
COUNTY OF YUBA

By: _____
_____, Chairperson
Yuba County Board of Supervisors

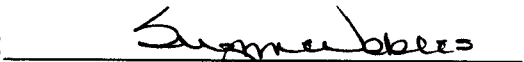
Date: _____

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

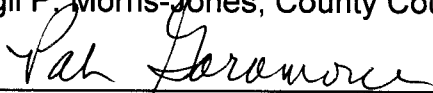
INSURANCE PROVISIONS APPROVED

By: 
Martha K. Wilson, Risk Manager

RECOMMENDED FOR APPROVAL

By: 
SUZANNE NOBLES, Director
Yuba County Health and Human Services Department

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

By: 
YUBA COUNTY COUNSEL

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Casa de Esperanza, Inc

- Domestic Violence Services
- Rape Crisis Services
- Community Education
- Children/Teen Programs

June 28, 2012

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

Dear Honorable Board Members:

Can you imagine this world without sexual violence? There would be no need for rape crisis centers. Children would grow up in a safe and healthy environment. Everyone would be safer in their own homes, and at schools. Workplaces would be safe for all employees, and everyone would be able to walk down the street without fear. Less sexual violence would require less health and law enforcement services. Just think of all the money we would save. What would you do with that money? Remember, **SEXUAL VIOLENCE ENDS WITH YOU**. Listen, believe, educate, and understand.

Each year we come before you and request your support in proclaiming July as Sexual Assault Awareness month. Each year you have shown your support to end sexual violence in our community through your proclamation and by wearing teal ribbons. This year we again ask for your support.

We want to continue to honor the victims and survivors of sexual violence, so we ask your board to kick off the beginning of the month by adopting the attached proclamation at your earliest meeting in July. This will be evidence of your personal commitment to ending the tragedy of sexual assault and support those individuals and agencies who daily fight the battle against sexual violence. We appreciate the support you have provided in the past and look forward to your continuing support in the future.

If you would like any additional information regarding sexual assault prevention and services available, please feel free to contact Casa at (530)674-5400.

Sincerely,

Marsha Krouse-Taylor
Executive Director

THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

DECLARING THE MONTH OF JULY 2012 AS SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, sexual assault is an intolerable violent crime with public health implications for every person as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor; and

WHEREAS, no one person, organization, agency or community can eliminate sexual assault on their own—we must work together to educate our entire population about what can be done to prevent sexual assault, support victim/survivors and their significant others, and increase support for agencies providing services to victim/survivors; and

WHEREAS, Casa de Esperanza has led the way in addressing sexual assault by providing 24 hour hotline services to victim/survivors and their significant others, responding to emergency calls, offering support and comfort to those impacted by sexual assault during medical exams, criminal proceedings, and empowering those impacted by sexual assault to chart their own course for healing; and

WHEREAS, ending sexual assault must include active public and private efforts to END SEXUAL VIOLENCE in collaboration with Casa de Esperanza including conversation about what sexual violence is, how to prevent it, how to help survivors connect with crucial counseling and other support services, and how every segment of our society can work together to better address sexual violence; and

WHEREAS, staff and volunteers of sexual assault programs work year round to encourage every person to end sexual violence and to support survivors by providing prevention, education, and survivor empowerment information to schools, churches, civic organizations, as well as medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault issues; and

WHEREAS, Casa de Esperanza has set an important example of how forging collaborative relationships between service agencies and organizations serve to improve the quality of service for those most profoundly and directly impacted by sexual violence, thus setting an important example for how the rest of the community might work together to speak out and find solutions to sexual violence; and

WHEREAS, Casa de Esperanza urges public support and assistance as it continues its effort to bring real hope for freeing victims from the tragedy of sexual violence to create a future where all women, men and children can live free from violence and exploitation.

NOW, THEREFORE, the Yuba County Board of Supervisors in recognition of the important work done by sexual assault programs, in cooperation with Casa de Esperanza, Inc., hereby proclaims July 2012 as Sexual Assault Awareness Month in the County of Yuba and further proclaims that **"No Means No!" Women and men working together can make a difference in the fight against sexual assault and gender violence in our community.**


CHAIRMAN




CLERK OF THE BOARD OF SUPERVISORS



CONSENT
AGENDA

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The County of Yuba

CLERK RECORDER – REGISTRAR OF VOTERS

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

• Elections (530) 749-7855
• Recorder(530) 749-7850

• Clerk (530) 749-7851
• Fax: (530) 749-7854



278-12

Ms. Terry A. Hansen

To: Board of Supervisors

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

Subject: **Farmlands and Open Space Initiative**

Date: July 17, 2012

Recommendation:

Accept Certificate of Sufficiency to Farmlands and Open Space initiative filed June 26, 2012 in the office of the County Clerk and adopt resolution directing County Clerk to submit Farmlands and Open Space measure to the voters at the regularly scheduled election of November 6, 2012.

Background and Discussion

On July 5, 2012, the above petition was determined to be sufficient. This matter is brought before your Board pursuant to Election Code 9115 (f): *If the petition is found to be sufficient, the elections official shall certify the results of the examination to the board of supervisors at the next regular meeting of the board.*"

Impact:

None. Administrative action only.

Committee Action:

None. This request is made directly to the Board of Supervisors.

Attachment(s):

Certificate of Sufficiency
Clerk's Certificate to Petition
Resolution

The County of Yuba

ELECTIONS DIVISION

915 8th STREET, SUITE 107 - MARYSVILLE, CA 95901-5273



Ms. Terry A. Hansen

(530) 749-7855

CERTIFICATE OF SUFFICIENCY

I hereby certify that on July 5, 2012 the **INITIATIVE TO PRESERVE FARMLANDS AND OPEN SPACE Measure** has been signed by the requisite number of qualified electors needed to declare the petition sufficient. The **INITIATIVE TO PRESERVE FARMLANDS AND OPEN SPACE Measure** is, therefore, qualified for the next regularly scheduled election.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal this 5th day of July, 2012.

Terry A. Hansen
County Clerk / Registrar of Voters



A handwritten signature of Terry A. Hansen in cursive script, written over a horizontal line.

The County of Yuba

CLERK RECORDER – REGISTRAR OF VOTERS

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

• Elections (530) 749-7855
• Recorder(530) 749-7850

• Clerk (530) 749-7851
• Fax: (530) 749-7854



Ms. Terry A. Hansen

CLERK'S CERTIFICATE TO PETITION

I, TERRY A. HANSEN, County Clerk / Registrar of Voters of the County of Yuba, State of California, hereby certify:

That the Initiative to **PRESERVE FARMLANDS AND OPEN SPACE** Measure was filed with this office on the 26th day of June, 2012;

That said petition consists of 115 sections;

That each section contains signatures purporting to be the signatures of qualified electors of this county;

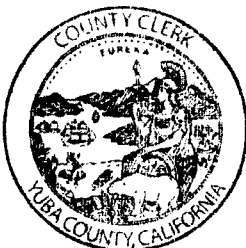
That attached to this petition at the time it was filed was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence, and that to the best of his or her knowledge and belief each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponent filed this petition I verified the required number of signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing to determine what number of qualified electors signed the petition, and from that examination I have determined the following facts regarding this petition:

1. Number of unverified signatures filed by proponent	2216
2. Number of signatures verified	2208
a. Number of signatures found SUFFICIENT	1757
b. Number of signatures found NOT SUFFICIENT	451
1. NOT SUFFICIENT because DUPLICATE	25

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of July, 2012.



Terry A. Hansen
County Clerk / Registrar of Voters

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

**RESOLUTION DIRECTING COUNTY)
CLERK TO SUBMIT FARMLANDS AND)
OPEN SPACE MEASURE TO THE VOTERS) RESOLUTION NO. _____
AT THE REGULARLY SCHEDULED)
ELECTION OF NOVEMBER 6, 2012)**

WHEREAS, the petition to Preserve Farmlands and Open Space was filed with the County Clerk on June 26, 2012; and

WHEREAS, the requisite number of qualified electors needed to declare the petition sufficient has been certified by the County Clerk on July 5, 2012; and

WHEREAS, on July 17, 2012 the Board of Supervisors accepted the Certificate of Sufficiency and directed the following be placed on the ballot of the November 6, 2012 general election:

TITLE: PRESERVE FARMLANDS AND OPEN SPACE

SUMMARY: THIS INITIATIVE, IF APPROVED BY THE VOTE OF THE PEOPLE WOULD REAFFIRM, AND READOPT, UNTIL 2030 THE Natural Resources Element of the Yuba County General Plan, adopted on June 7, 2011. The proposed initiative would require approval by a vote of the people, as opposed to an action by the County Board of Supervisors, to convert land presently within the Yuba County Natural Resources element designation to a different land use designation. Specifically, the initiative if passed, would provide that, absent approval by a vote of the residents of Yuba County, any lands presently designated a "natural resources" on the Yuba County Land Use map will remain so designated until 2030 unless annexed to or otherwise included within a city or town or, in regard to parcels that were legally created as of the date of the adoption of this initiative that are ten acres or less in size (gross acreage), those parcels may be incorporated into a rural community boundary through adoption, by the Board of Supervisors, of a Community Plan. Approval by a vote of the people would be accomplished when a General Plan Amendment is placed on the ballot through any procedure provided for in the California election code and a majority of the voters vote in favor of the amendment. If adopted, the provisions of this initiative will prevail over any revisions to the Yuba County General Plan as adopted on June 7, 2011 or any revisions to the Yuba County Land Use Map as adopted on June 7, 2011 which conflict with this initiative.

BE IT FURTHER RESOLVED that this Board hereby authorizes and directs the County Clerk to provide all necessary election services and to canvass the results of the election as hereinabove called.

BE IT FURTHER RESOLVED that the ballot measure question to be voted on shall appear on the ballot substantially as follows:

COUNTY OF YUBA FARMLAND AND OPEN SPACE PRESERVATION	
Shall any lands presently designated "natural resources" on the Yuba County Land Use map, as part of the General Plan adopted June 7, 2011, remain so designated until 2030 unless annexed to or otherwise included within a city or town, or unless said designation is changed as to natural resource lands by a vote of the electorate?	YES
	NO

BE IT FURTHER RESOLVED that the text of the measure be as shown on Exhibit A and attached hereto and made a part hereof.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



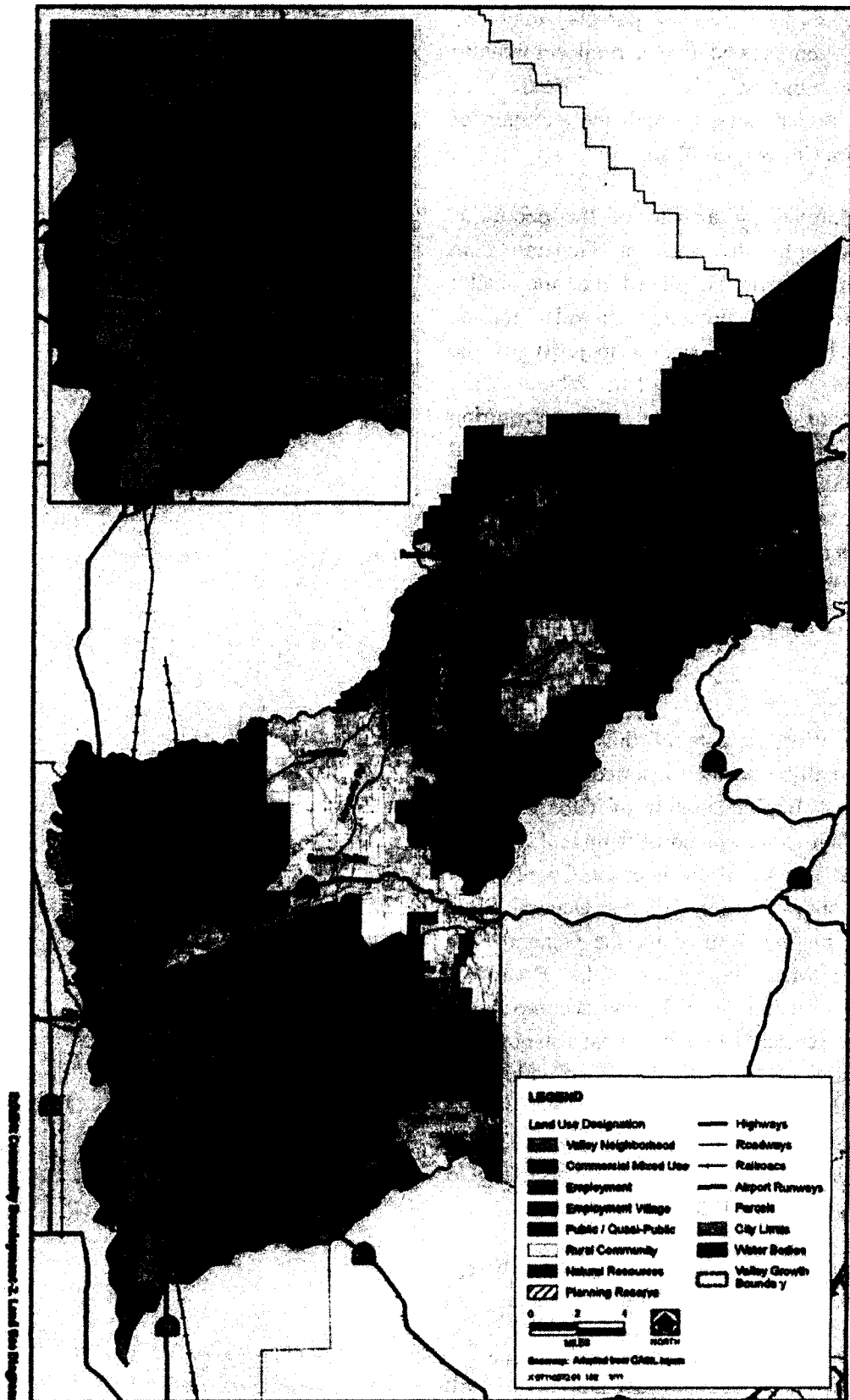


EXHIBIT A

TITLE: Natural Resource Preservation Initiative

The People of the County of Yuba do hereby ordain as follows:

Section 1.

PURPOSE and FINDINGS:

1. The purpose of this initiative is to ensure that lands with the Yuba County Natural Resources Element designation are not prematurely or unnecessarily converted to other non-open space uses. Accordingly, the initiative ensure that until 2030, the foregoing General Plan provisions governing intent and maximum building intensity may not be changed except by vote of the people. In addition, the Initiative provides that any lands designated as "Natural Resources" on the Yuba County Land Use map adopted by the Board of Supervisors on June 7, 2011, (a reduced copy of which is attached hereto as Exhibit A), will remain so designated until 2030 unless the land is annexed to or otherwise included within a city or town, or redesignated to another land use category by vote of the people, or, in regard to parcels that were legally created as of the date of the adoption of this initiative that are 10 acres or less in size (gross acreage), those parcels may be incorporated into a rural community boundary through the adoption, by the Board of Supervisors, of a Community Plan.
2. The protection of existing open space, including croplands, forests, grazing lands, critical habitat, water and groundwater recharge areas, mineral resources, private recreation and public land is of critical important to the present and future residents of the County of Yuba. Natural resources are important to ensuring a high quality of life for current and future generations.
3. Agricultural, forest and mining lands are crucial to the County's economic standing. Agriculture represents the single most important economic activity in Yuba County. Agriculture directly contributes to the local economy through job development, production and exports. Agricultural production in the County and throughout the state is also closely linked to many other industries. For every 100 jobs in agriculture, it is estimated that 94 additional jobs are created in related industries.
4. Uncontrolled encroachment into an open space and agricultural areas will threaten public health, safety, and welfare by causing increases in traffic congestion, associated air pollution, and potentially serious water problems such as pollution, depletion and sedimentation of available water resources. Such encroachment would also eventually result in unnecessary, expensive extension of public services and facilities.
5. The quality of life of the residents of the County of Yuba depends on not only the protection of open space and natural resources from residential encroachment but also the protection of community boundaries to enhance and allow for open space, grazing lands, deer hers and oak woodlands which define the rural character of the foothills and the County as a whole.

6. The General Plan adopted on June 7, 2011, includes the following:

POLICY CD 11.5; The County will support agriculture, agricultural processing, agricultural tourism, ecological tourism, recreational uses, and other natural resource based economic development projects in areas with land-based natural resources, natural beauty and cultural attractions.

POLICY CD 13.1: Growth should be phased from developed areas and existing infrastructure outward in a logical, efficient manner and in a way that avoids premature conversion of agricultural lands, changes in rural character and unnecessary loss of other land-based natural resources.

POLICY CD 13.3: Unincorporated County development between present and 2030 will be focused within Valley Growth Boundary and Rural Communities.

POLICY CD 3.11: Residential dwellings developed in cropland areas shall be secondary to, and supportive of, ongoing agricultural operations.

POLICY CD 4.1: The County's zoning and development standards for forest areas will be designed and implanted to support, and avoid conflicts with, ongoing timber harvest operations and forestry-related economic activities.

Section 2.

GENERAL PLAN AMENDMENT

- (a) The Natural Resource Preservation Initiative hereby reaffirms and readopts, until 2030, the Natural Resources Element of the Yuba County General Plan adopted on June 7, 2011. In addition, the initiative hereby reaffirms and readopts until 2030, the "Natural Resources Element" designation of the Yuba County General Plan Land Use Map adopted by the Board of Supervisors on June 7, 2011, which map is incorporated herein by reference. Finally, the text of Chapter 9; General Plan Implementation of the 2030 General Plan adopted on June 7, 2011 shall be amended to add the following new text with the General Plan amendment section which provides:

LIMITATIONS ON GENERAL PLAN MAENDMENT RELATED TO "NATURAL RESOURCES" LANDS:

- I) Until 2030, the provisions governing the intent and the maximum building intensity for lands within the Natural Resource Element as set forth in Table Community Development 2 shall not be amended unless such amendment is approved by vote of the people.
- II) All those lands identified within the Natural Resource element on the Yuba County General Plan Land Use Map, adopted by the Board of Supervisors on June 7, 2011, shall remain so designated until 2030 unless said land is annexed to or otherwise included

within a city or town, redesignated to another general plan land use category by vote of the people, or in regard to those parcels that were legally created as of the date of the adoption of this initiative that are 10 acres or less in size (gross acreage), those parcels may be incorporated into a rural community boundary, by the Board of Supervisors, through the adoption of a Community Plan.

- (b) Approval by a vote of the people is accomplished when a General Plan Amendment is placed on the ballot through any procedure provided for the Election Code, and a majority of the voters vote in favor of it. Whenever the Board adopts an amendment requiring approval by a vote of the people pursuant to the provisions of this subsection, the Board action shall have no effect until after such a vote is held and the majority of the voters vote in favor of it.

Section 3.

Implementation.

- A. Upon the effective date of this Initiative, the initiative shall be deemed inserted in Chapter 9: General Plan Implementation of Yuba County's General Plan as an amendment thereof. Within 180 days of the insertion date, the County shall complete such revisions of its General Plan, including, but not limited to, the General Plan Land Use Map adopted by the Board of Supervisors on June 7, 2011 and accompanying text, as are necessary to achieve consistency with all provisions of this initiative. Also within 180 days of the insertion date, the County shall complete such revisions of its Zoning Ordinance and other land use regulations as are necessary to achieve consistency with all provisions of this initiative. Also within 180 days of the insertion date, the County shall complete such revisions of its Zoning Ordinance and other land use regulations as are necessary to confirm to all provisions of the initiative.
- B. The provisions of this initiative shall prevail over any revisions to the Yuba County General Plan as adopted on June 7, 2011, or to the Yuba County Land Use Map as adopted on June 7, 2011 which conflict with the initiative. All general plan amendments, rezoning, specific plans, parcel maps, conditional use permits, building permits and other ministerial or discriminatory entitlements for use not yet approved or issued shall not be approved or issued unless consistent with the provisions of this initiative.

The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

DAN M. MIERZWA
TREASURER & TAX COLLECTOR



GOVERNMENT 279-12 3
915 8th STREET, STE. 103
MARYSVILLE, CA 95901-5273

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

June 29, 2012

TO: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

RE: 2012/2013 Yuba Community College District
Tax & Revenue Anticipation Notes

RECOMMENDATION:

Approve resolution providing for the issuance and sale of Yuba Community College District 2012/2013 Tax & Revenue Anticipation Notes in an aggregate amount not to exceed \$10,000,000.00.

BACKGROUND & DISCUSSION:

This request represents the 24th time that this request has been made to the Board of Supervisors. Government Code 53850 et seq. requires the approval of the Board of Supervisors as Yuba Community College District is not fiscally independent. Additionally it is the opinion of Bond Counsel and County Counsel that we have no fiscal liability and this issue would have no affect on Yuba County's borrowing power. The copies of the resolution are on file in the Board of Supervisor's office.

FISCAL IMPACT:

None

COMMITTEE:

Has been bypassed do to routine nature of request.

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE YUBA COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2012-2013 TAX AND REVENUE ANTICIPATION NOTES
FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS
OF YUBA COUNTY TO ISSUE SAID NOTES**

WHEREAS, pursuant to Sections 53850, et seq., of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the Yuba Community College District (the "District") may borrow money by issuing notes in one or more series for any purpose for which the District is authorized to expend monies, including, but not limited to, current expenses, capital expenditures, and the discharge of any obligation or indebtedness of the District; and

WHEREAS, Section 53853 of the Act provides that such notes must be issued in the name of the District by the Board of Supervisors of the county (the "County Board"), the county superintendent of which has jurisdiction over the District, as soon as possible following the receipt of a resolution of the governing board of the District requesting the borrowing; and

WHEREAS, the County Superintendent of Yuba County (the "County") has jurisdiction over the District, and this Governing Board (the "District Board"), being the governing board of the District, hereby requests the borrowing of not to exceed Ten Million Dollars (\$10,000,000) at an interest rate not to exceed six percent (6%) through the issue by the County Board of 2012-2013 Tax and Revenue Anticipation Notes, Series A (the "Notes") in the name of the District; and

WHEREAS, such Notes are payable not later than thirteen months after the date of issue, and such Notes shall be payable only from revenue received or accrued during the fiscal year 2012-2013 in which issued; and

WHEREAS, such Notes may not bear interest to exceed six percent (6%) per annum, as permitted by Section 53531 of the Act, notwithstanding Section 53854 of the Act; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts, or other monies deposited in inactive or term deposits (but excepting certain monies encumbered for a special purpose); and this Resolution specifies that certain unrestricted revenues which will be received by the District for the General Fund of the District during or allocable to fiscal year 2012-2013 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts, and other monies of the District pledged for the payment thereof shall be paid with interest thereon from any other monies of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of \$5,000 or integral multiples thereof, as permitted by Section 53854 of the Act; shall be sold on the date provided in the Official Notice of Sale, as permitted by Section 53853 of the Act; and shall be in the form and executed in the manner prescribed in this Resolution, as required by Section 53853 of the Act; and

WHEREAS, The District Board has delegated the authority to issue such Notes as deemed necessary by the District Chancellor to maintain District operations; and

WHEREAS, the District Chancellor notifies the District Board Chair of said determination for such Notes as necessary to maintain the District operations; and

WHEREAS, the District Board has made determination that said \$10,000,000 maximum principal amount of Notes to be issued by the County Board on behalf of the District in fiscal year 2012-2013, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from state and federal governments), cash receipts and other monies of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act; and

WHEREAS, the District Board has found and determined that the Notes will not be issued in an amount greater than the maximum anticipated cumulative cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury;

NOW, THEREFORE, the Board of Trustees of the Yuba Community College District hereby resolves as follows:

Section 1. Findings. All of the above recitals are true and correct and the District Board so finds and determines.

Section 2. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The District Board hereby requests the County Board to issue in the name of the District, an amount not to exceed \$10,000,000 principal amount of Notes under Sections 53850, et seq., of the Act.

Section 3. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts, and other monies which are received or accrued by the District during fiscal year 2012-2013 and which are available therefor. The Notes shall be a general obligation of the District, and, to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other monies of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. The Notes shall be secured by a pledge of and first lien and charge against the first unrestricted revenues to be received by the County on behalf of the District in such months and in such amounts as shall be determined by the Chancellor, or the Chancellor's designee, prior to the date of the sale of the Notes, sufficient to pay the principal of and interest on the Notes at maturity (such pledged amounts being hereinafter called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other money of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

(C) Covenant Regarding Additional Short-Term Borrowing. The District hereby covenants and warrants that it will not request the County Treasurer/Tax Collector (in such capacity, the "County Treasurer") to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during the 2012-2013 fiscal year pursuant to the authority of Article XVI, Section 6, of the Constitution of the State of California or any other legal authority.

Section 4. Approval of Issuance Resolution. The Resolution entitled "Resolution of the Board of Supervisors of Yuba County Authorizing the Issuance of 2012-2013 Tax and Revenue Anticipation Notes for Yuba Community College District" (the "Issuance Resolution"), to be adopted by the Board, in substantially the form on file with the Clerk of the Board of Trustees, together with any additions to or changes therein being necessarily advisable by the Board, is hereby approved.

Section 5. No Arbitrage. The District hereby covenants that it will make no use of the proceeds of the Notes that would cause the Notes to be "arbitrage bonds" under Section 148 of the Code; and, to that end, so long as any of the Notes are outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of (a) said section, including restrictions on the use and investment of proceeds of the Notes and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Notes, if required, to the Federal government, and (b) of the Income Tax Regulations of the United States Treasury promulgated thereunder or any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Notes will not be "arbitrage bonds".

Section 6. Sale of the Notes. The Notes will be sold either at a private sale to an underwriter or underwriters upon terms and conditions as are acceptable to the District and consistent herewith or by competitive bid and awarded as set forth in an Official Notice of Sale, which the Financial Advisor and the Vice Chancellor Administrative Services, of the District, or his or her designee, are hereby authorized to prepare consistent with this Resolution. The Vice Chancellor Administrative Services, or his or her designee, is hereby authorized to decide between competitive or private sale in conjunction with advice from the financial advisor.

If the sale is negotiated, the Vice Chancellor Administrative Services, or his or her designee, is authorized to negotiate the sale of no more than \$10,000,000 of notes at an interest rate of not more than six percent (6%) for a term not longer than fifteen months.

If the sale is by competitive bid, the Vice Chancellor Administrative Services, of the District, or his or her designee, is hereby directed to execute, and the Clerk of the District is directed to publish, the Official Notice of Sale. The County Treasurer, or his or her designee, is hereby authorized and directed to open the bids at the time and place specified in the Official Notice of Sale. The County Treasurer, or his or her designee, is hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Official Notice of Sale, to cause said bids to be examined for compliance with the Official Notice of Sale, to cause computations to be made as to which bidder has bid the lowest true interest cost, as provided in the Official Notice of Sale, to announce the bidder of the lowest true interest cost, and to award the sale to

said bidder, and to notify this Board and the County Board of the foregoing in accordance with this resolution and that of the County Board.

Section 7. Authorization of Official Statement. The Official Statement relating to the Notes in preliminary form is hereby approved. The Vice Chancellor Administrative Services, of the District, or his or her designee, is hereby authorized and requested to execute and deliver the Official Statement in substantially the form presented to the District Board, with such changes and additions thereto deemed advisable by the Chancellor or any other qualified official of the District. The District Board authorizes the distribution by the District's financial advisor of the Preliminary Official Statement and the Official Statement to prospective purchasers of the Notes, and authorizes the Chancellor, or the Chancellor's designee, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Official Statement prior to distribution by the District's financial advisor. The execution of the Official Statement shall be conclusive evidence of the approval of the Official Statement by the District.

The Chancellor, or the Chancellor's designee, is separately authorized and directed to execute a statement that the facts contained in the Official Statement, and any supplement or amendment thereto, (which shall be deemed an original part thereof for purposes of such statement) were, at the time of the sale of the Notes, true and correct in all material respects and that the Official Statement did not, on the date of the sale of the Notes, and does not, as of the date of the delivery of the Notes, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated or necessary to make any statement made therein not misleading in the light of the circumstances under which it was made. The Chancellor, or the Chancellor's designee, shall take such further action as prior to the signing of the Official Statement as are deemed necessary or appropriate to verify the accuracy thereof.

The Chancellor, or his or her designee, is hereby authorized to execute, as necessary, a continuing disclosure certificate as may be required pursuant to subsection 15c2-12(b)(5)(i)(C) of the Rule.

Section 8. Financial Advisor. The District Board hereby confirms the hiring of Capitol Public Finance Group, LLC, as financial advisor to the District with respect to the sale of the Notes. The Vice Chancellor Administrative Services, of the District, or his or her designee, is authorized to execute the contract for such services in the form presented.

Section 9. Bond Counsel. The District Board hereby confirms the hiring of Bartkiewicz, Kronick & Shanahan, as bond counsel to the District with respect to the sale of the Notes. The Vice Chancellor Administrative Services, of the District, or his or her designee, is authorized to execute the contract for such services in the form presented.

Section 10. Further Actions Authorized. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Notes are hereby approved, and the Chancellor, the Clerk of the Board and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions related to the execution and delivery of any and all

certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with the Issuance Resolution and this Resolution.

Section 11. Action Re Qualified Tax-Exempt Obligation. In the event that the Notes are found to qualify for financial institutions under Internal Revenue Code § 265(b)(3), the Chancellor, or the Chancellor's designee, is hereby authorized and directed to take such other actions as may be necessary to designate such Notes as "qualified tax-exempt obligations," including, if either deemed necessary or appropriate, placing a legend to such effect on the form of Note in such form as either deemed necessary or appropriate.

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF YUBA COUNTY AUTHORIZING THE ISSUANCE
OF 2012-2013 TAX AND REVENUE ANTICIPATION NOTES
FOR THE YUBA COMMUNITY COLLEGE DISTRICT**

WHEREAS, pursuant to Sections 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," community college districts organized and existing under the laws of the State of California are authorized to borrow money by the issuance of notes for any purpose for which the district is authorized to expend moneys, including, but not limited to, current expenses, capital expenditures, and the discharge of any obligation or indebtedness; and

WHEREAS, Section 53853 of the Act provides that such notes shall be issued in the name of the district by the board of supervisors of the county, the county superintendent of schools of which has jurisdiction over the district, as soon as possible following the receipt of a resolution of the governing board of the district requesting the borrowing; and

WHEREAS, the County Superintendent of Schools of Yuba County (the "County") has jurisdiction over the Yuba Community College District (the "District"); and

WHEREAS, the Board of Trustees of the District (the "District Board") has requested this Board (the "County Board") to issue and offer for sale tax and revenue anticipation notes (the "Notes") in the name of and on behalf of the District under and pursuant to the provisions of the Act in an amount not to exceed Ten Million Dollars (\$10,000,000); and

WHEREAS, the District has found and determined that the principal amount of said notes, when added to the interest payable thereon, does not exceed eighty-five per cent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts and other moneys to be received by the District for the General Fund of the District during or allocable to Fiscal Year 2012-2013 and available for the payment of the interest on and principal of said notes.

NOW, THEREFORE, the Board of Supervisors of Yuba County hereby resolves as follows:

Section 1. Findings. All of the above recitals are true and correct and the County Board hereby so finds and determines.

Section 2. Authorization of Issuance of Notes; Terms Thereof. The County Board hereby determines to issue notes on behalf of the District in a principal amount not to exceed \$10,000,000 under Section 53850 et seq. of the Act, designated "Yuba Community College District, Yuba County, State of California, 2012-2013 Tax and Revenue Anticipation Notes" (the "Notes"). The Notes shall be dated the date of delivery thereof; shall mature (without option of

prior redemption) on such date as shall be specified in the official notice of sale or note purchase contact for the Notes; and shall bear interest, payable at maturity (if the maturity of the Notes is determined to be one year or earlier from the date of issuance) or payable one year from the date of issuance and at maturity (if the maturity of the Notes is determined to be more than one year from the date of issuance) and computed on a 30-day month/360-day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of six percent (6%) per annum. Subject to Section 5 hereof, both the principal of and interest on the Notes shall be payable in lawful money of the United States of America at the principal office of the Paying Agent (as defined below) appointed hereunder.

Section 3. Form of Notes. The Notes shall be issued in registered form, without coupons, in denominations of \$5,000, or integral multiples thereof, and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Execution of Notes. The County Treasurer or one of his deputies is hereby authorized to cause the blank spaces of the Notes to be filled in as may be appropriate, and the County Treasurer or one of his deputies is hereby authorized to manually execute the Notes and the Clerk of the Board or one of her deputies is hereby authorized to manually countersign the Notes, and the Clerk of the Board or one of her deputies is hereby authorized to affix the seal of the County to the Notes by manual impression or by printing a facsimile thereof. Either of these signatures may be made by facsimile (provided that at least one such signature shall be manual).

Section 5. Registration, Transfer and Exchange of Notes.

(A) The Notes shall be initially issued and registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, New York, New York (hereinafter, Cede & Co. and The Depository Trust Company are referred to collectively as "The Depository Trust Company") and shall be evidenced by a single Note. Registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except as set forth in Section 3(B).

(B) Registered ownership of the Notes, or any portions thereof, may not be transferred following issuance thereof except:

(1) To any successor of The Depository Trust Company, or its nominee, or of any substitute depository designated pursuant to clause (2) of this subsection (B) (a "Substitute Depository"); provided, that any successor of The Depository Trust Company or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) To any Substitute Depository not objected to by the County Treasurer, upon (i) the resignation of The Depository Trust Company or its successor (or any Substitute Depository or its successor) from its functions as depository, or (ii) a determination by the County Treasurer to substitute another depository for The Depository Trust Company (or its successor) because it is no longer able to carry out its functions as depository;

provided, that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the County Treasurer to discontinue using a depository.

(C) In the case of any transfer pursuant to clause (1) or clause (2) of subsection (B) of this Section, upon receipt of all outstanding Notes by the County Treasurer, a single new Note, which the County shall prepare or cause to be prepared, shall be executed and delivered and registered in the name of such successor or such Substitute Depository, or its nominee, as the case may be. In the case of any transfer pursuant to clause (3) of subsection (B) of this section, upon receipt of all outstanding Notes by the County Treasurer, new Notes, which the County shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are determined by the County Treasurer.

(D) The County and the County Treasurer shall be entitled to treat the person in whose name any Note is registered as the owner thereof for all purposes of this resolution and for purposes of payment of interest on and principal of such Note, notwithstanding any notice to the contrary received by the County or the County Treasurer; and the County and the County Treasurer shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Notes; and neither the County nor the County Treasurer shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including The Depository Trust Company or its successors (or any Substitute Depository or its successor), except to the registered owner of any Notes, and the County Treasurer may rely conclusively on its records as to the identity of the registered owners of the Notes.

(E) Notwithstanding any other provisions of this resolution and so long as all outstanding Notes are registered in the name of The Depository Trust Company or its registered assigns, the County and the County Treasurer shall cooperate with The Depository Trust Company, as sole registered owner, and its registered assigns in effecting payment of the interest on and principal of the Notes by arranging for payment in such manner that funds for such payments are properly identified and are made available on the date they are due; all in accordance with the Blanket Letter of Representations to The Depository Trust Company, the provisions of which the County Treasurer may rely upon to implement the foregoing procedures notwithstanding any inconsistent provisions herein.

(F) In the case of any transfer pursuant to clause (3) of subsection (B) of this Section, any Note may, in accordance with its terms, be transferred or exchanged for a like aggregate principal amount of Notes in authorized denominations, upon the books required to be kept by the County Treasurer pursuant to the provisions hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for

cancellation, and, in the case of a transfer, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the County Treasurer.

Whenever any Note shall be surrendered for transfer or exchange, the County shall execute and the County Treasurer shall deliver a new Note or Notes of authorized denominations for a like aggregate principal amount. The County Treasurer shall require the registered owner requesting such transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

(G) The County Treasurer will keep or cause to be kept, at his office in Marysville, California, sufficient books for the registration and transfer of the Notes, which shall at all times be open to inspection by the County. Upon presentation for such purpose, the County Treasurer shall, under such reasonable regulations as he may prescribe, register or transfer or cause to be registered or transferred, on such books, Notes as hereinbefore provided.

(H) If any Note shall become mutilated, the County, at the expense of the owner of such Note, shall execute, and the County Treasurer shall thereupon deliver a new Note of like tenor bearing a different number in exchange and substitution for the Note so mutilated, but only upon surrender to the County Treasurer of the Note so mutilated. If any Note shall be lost, destroyed or stolen, evidence of the ownership thereof, and of such loss, destruction or theft may be submitted to the County and the County Treasurer and, if such evidence be satisfactory to both and indemnity satisfactory to them shall be given, the County, at the expense of the owner, shall execute, and the County Treasurer shall thereupon deliver a new Note of like tenor and bearing a different number in lieu of and in substitution for the Note so lost, destroyed or stolen (or, if any such Note shall have matured, instead of issuing a substitute Note, the County Treasurer may pay the same without surrender thereof). The County Treasurer may require payment by the registered owner of a Note of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County and the County Treasurer. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County whether or not the Note so alleged to be lost, destroyed or stolen shall be at any time enforceable by anyone, and shall be entitled to the benefits of this resolution with all other Notes secured by this resolution.

(I) All Notes surrendered for payment or registration of transfer, if surrendered to any person other than the County Treasurer, shall be delivered to the County Treasurer and shall be promptly cancelled by him. The County may at any time deliver to the County Treasurer for cancellation any Notes previously delivered hereunder which the County may have acquired in any manner whatsoever, and all Notes so delivered shall promptly be cancelled by the County Treasurer. No Note shall be delivered in lieu of or in exchange for any Notes cancelled as provided herein, except as expressly permitted hereunder. All cancelled Notes held by the County Treasurer shall be disposed of as directed by the County.

Section 6. Deposit of Note Proceeds; No Arbitrage. The moneys so borrowed shall be deposited in the Treasury of the County in a proceeds fund to the credit of the District to be withdrawn, used or expended by the District for any purpose for which it is authorized to invest or expend funds from the general fund of the District, including, but not limited to current expenses, capital expenditures or the discharge of any obligation of indebtedness of the District. The proceeds fund will be called the "Yuba Community College District Tax and Revenue Anticipation Notes Proceeds Fund." Until used or expended, the moneys may be invested in investment securities by the County Treasurer directly, or through an investment agreement, in investments as permitted by applicable California law, and meeting Standard & Poor's criteria for investments, or other investments approved by Standard & Poor's including, but not limited to, investment in the Local Agency Investment Fund maintained by the Treasurer of the State of California. The County hereby covenants that it will make no use of the proceeds of the Notes that would cause the Notes to be "arbitrage bonds" under Section 148 of the Code; and, to that end, so long as any of the Notes are outstanding, the County, and all of its officers having custody or control of such proceeds, shall comply with all requirements of (a) said Section, including restrictions on the use and investment of proceeds of the Notes and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Notes, if required, to the Federal government, and (b) of the Income Tax Regulations of the United States Treasury promulgated thereunder or any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Notes will not be "arbitrage bonds."

Section 7. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts, and other moneys that are received by the District during fiscal year 2012-2013 and that are available for the payment of current expenses and other obligations of the District. The Notes shall be a general obligation of the District, and, to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. The Notes shall be secured by a pledge of and first lien and charge against the first unrestricted revenues to be received by the County on behalf of the District in such months and in such amounts as shall be determined by the Chancellor, or the Chancellor's designee, prior to the date of the sale of the Notes, sufficient to pay the principal of and interest on the Notes at maturity (such pledged amounts being hereinafter called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other money of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

(C) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be deposited in the County Treasury in a special fund designated as the "Yuba Community College

District Tax and Revenue Anticipation Notes Repayment Fund” (herein called the “Repayment Fund”) and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and, until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(D) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund to be held, invested and accounted for as provided herein. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund shall be invested in investment securities by the County Treasurer, or such other appropriate investment officer of the County, directly, or through an investment agreement, in investments as permitted by applicable California law, as it is now in effect and as it may be amended, modified or supplemented from time to time, and the proceeds of any such investments shall, as received, be deposited in the Repayment Fund and shall be part of the Pledged Revenues. Investments must meet Standard & Poor’s criteria for investments, or other investments approved by Standard & Poor’s including, but not limited to, investment in the Local Agency Investment Fund maintained by the Treasurer of the State of California. Moneys so invested, and the earnings thereon, shall be accounted for as Pledged Revenues, to be withdrawn solely for deposit in the Repayment Fund and used, to the extent necessary, to pay the principal of and interest on the Notes. Sufficient money for the payment of principal and interest for the maturing Notes must be placed into the Repayment Fund in the County Treasury at least one business day prior to the maturity of the Notes.

Section 8. Sale of the Notes. The Notes will be sold either at a private sale to an underwriter or underwriters upon terms and conditions as are acceptable to the District and consistent herewith or by competitive bid and awarded as set forth in an Official Notice of Sale or Note Purchase Agreement that the District’s financial advisor and the Vice Chancellor Administrative Services of the District, or his or her designee, are hereby authorized to prepare consistent with this Resolution. The Vice Chancellor Administrative Services of the District, or his or her designee, is hereby authorized to decide between competitive or private sale in conjunction with advice from the District’s financial advisor and to determine the term of the Notes up to a term of thirteen (13) months.

If the sale is negotiated, the Vice Chancellor Administrative Services of the District, or his or her designee, is authorized to negotiate the sale of no more than \$10,000,000 of notes at an interest rate of not more than six percent (6%).

If the sale is by competitive bid, the Vice Chancellor Administrative Services of the District, or his or her designee, is hereby directed to execute, and the Clerk of the District is directed to publish, the Official Notice of Sale. The County Treasurer, or his or her designee, is hereby authorized and directed to open the bids at the time and place specified in the Official Notice of Sale. The County Treasurer, or his or her designee, is hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Official Notice of Sale, to cause said bids to be examined for compliance with the Official Notice of Sale, to cause computations to be made as to which bidder has bid the lowest true interest cost, as provided in the Official Notice of Sale, to announce the bidder of the lowest true interest cost, and to award the sale to said bidder, and to notify this Board of the foregoing.

Section 9. Paying Agent. The County Treasurer is hereby appointed to act as the paying agent (the "Paying Agent") of the District for the purpose of receiving the payments of principal and interest made by the District on the Notes at maturity, to hold, allocate, use, and apply said payments and to perform such other duties and powers of the Paying Agent as are prescribed in this Resolution.

Section 10. Delivery of Notes. The proper officers of the County shall cause the Notes to be delivered to the successful bidder when the County Treasurer has received confirmation of receipt of the proceeds.

Section 11. Further Actions Authorized. The County Treasurer and other appropriate officers of the County are further authorized and directed to make, execute and deliver to the purchaser or purchasers of the Notes (a) a certificate in the form customarily required by purchasers of bonds of public agencies generally, certifying to the genuineness and the execution of the Notes, and (b) a receipt in similar form evidencing the payment of the purchase price of the Notes, which receipt shall be conclusive evidence that said purchase price of the Notes has been paid and has been received on behalf of the District. Any purchaser or subsequent taker or holder of the Notes is hereby authorized to rely upon and shall be justified in relying upon any such certificate or receipt with respect to the Notes. Such officers and any other officers of the District or of the County are hereby authorized to execute any and all other documents required to consummate the sale and delivery of the Notes.

Section 12. Limited Liability. Notwithstanding anything to the contrary contained herein, in the Notes, or in any other document mentioned herein, neither the County Board nor the County or its officers, employees, and agents (including, but not limited to the County Treasurer-Tax Collector) shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, and the Notes shall be payable solely from the moneys of the District available therefor as set forth in Section 7 hereof. Without in any way limiting the immediately preceding sentence, nothing in this Resolution or in any other document related to issuance of the Notes shall be deemed to impose any fiduciary responsibility on the County, the County Board or the County's officers (including the County Treasurer-Tax Collector and County Auditor-Controller), employees and agents with regard to the issuance of the Notes or payment thereof other than that otherwise imposed by law.

PASSED AND ADOPTED by the Board of Supervisors of Yuba County on July 17th, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

Hal Stocker
Chair of the Board of Supervisors,
County of Yuba, California

ATTEST:

Donna Stottlemeyer, Clerk of the Board of Supervisors
County of Yuba, California

CLERK'S CERTIFICATE

Certified Copy of Resolution No. 2012-
Adopted on July 17, 2012

I, Donna Stottlemeyer, Clerk of the Board of Supervisors of Yuba County, California, hereby certify as follows:

Attached hereto is a complete copy of a resolution that was duly adopted by the Board of Supervisors of the County at a meeting thereof that was duly called and held at the regular meeting place thereof on July 17, 2012, of which meeting all of the members of the Board of Supervisors of the County had due notice and at such meeting a quorum was present and acting throughout.

The resolution has not been amended, modified or rescinded since the date of adoption and is now in full force and effect.

Dated: _____, 2012

By:

Donna Stottlemeyer, Clerk of the Board of
Supervisors, Yuba County, California

EXHIBIT A

SPECIMEN NOTE

Board of Supervisors of Yuba County, California
in the Name of the
YUBA COMMUNITY COLLEGE DISTRICT
(County of Yuba, State of California)

2012-2013 TAX AND REVENUE ANTICIPATION NOTE

INTEREST RATE:	MATURITY DATE:	ISSUE DATE:	CUSIP:
_____%	_____, 2013	_____, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: DOLLARS

The YUBA COMMUNITY COLLEGE DISTRICT, Yuba County, State of California (the "District"), acknowledges itself indebted, and promises to pay, to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above, the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money at the rate per annum stated above on the Maturity Date stated above, calculated on the basis of 360-day year comprised of twelve 30-day months.

The Principal sum is payable to the Owner upon presentation hereof at the principal office of the Yuba County Treasurer, Marysville, California.

It is hereby certified, recited and declared that this Note is one of an authorized issue of notes in the aggregate principal amount of _____ Dollars (\$_____), all of like tenor, issued pursuant to the provisions of a resolution of the Board of Supervisors (the "Board") of Yuba County (the "County") duly passed and adopted on _____, 2012 (the "Resolution"), and pursuant to Article 7.6 (commencing with section 53850) of Chapter 4, Part 1, Division 2, Title 5, of the California Government Code, and that all conditions, things and acts required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable only from taxes, income, revenue, cash receipts, and other moneys that are received by the District during Fiscal Year 2012-2013. As security for the payment of the principal of and

interest on the Notes, the District has pledged (a) an amount equal to twenty-five percent (25%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending _____; 20__, (b) an amount equal to twenty-five percent (25%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending _____, 20__, (c) an amount equal to twenty-five percent (25%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending _____, 20__, and (d) an amount equal to twenty-five percent (25%) of the principal amount of the Notes, plus an amount sufficient to pay interest on the Notes, from unrestricted revenues received by the District in the month ending _____, 20__ (such pledged amounts being hereinafter called the "Pledged Revenues"); and the principal of the Notes and the interest thereon shall constitute a first lien and charge against and shall be payable from the first money received by the District from such Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor.

The Notes are issuable as fully registered notes, without coupons, in denominations of \$5,000 each or any integral multiple thereof. Subject to the limitations and conditions as provided in the Resolution, Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations and of the same maturity.

The Notes are not subject to redemption prior to maturity.

This Note is transferable by the Owner hereof, but only under the circumstances, in the manner and subject to the limitations provided in the Resolution. Upon registration of such transfer a new Note or Notes, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange for this Note.

The Board may treat the Owner hereof as the absolute owner hereof for all purposes and the Board shall not be affected by any notice to the contrary.

Unless this Note is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any Note issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Board of Supervisors of Yuba County, California has caused this Note to be issued in the name of the District and to be executed by the manual or facsimile signature of the Treasurer-Tax Collector and countersigned by the manual or facsimile signature of the Clerk of the Board, all as of the Issue Date stated above.

BOARD OF SUPERVISORS OF YUBA COUNTY

By _____
_____, Treasurer-Tax Collector

Countersigned:

_____, Clerk of the Board of Supervisors

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within registered Note and hereby irrevocably constitute(s) and appoints

attorney, to transfer the same on the Note register of the Treasurer-Tax Collector with full power of substitution in the premises.

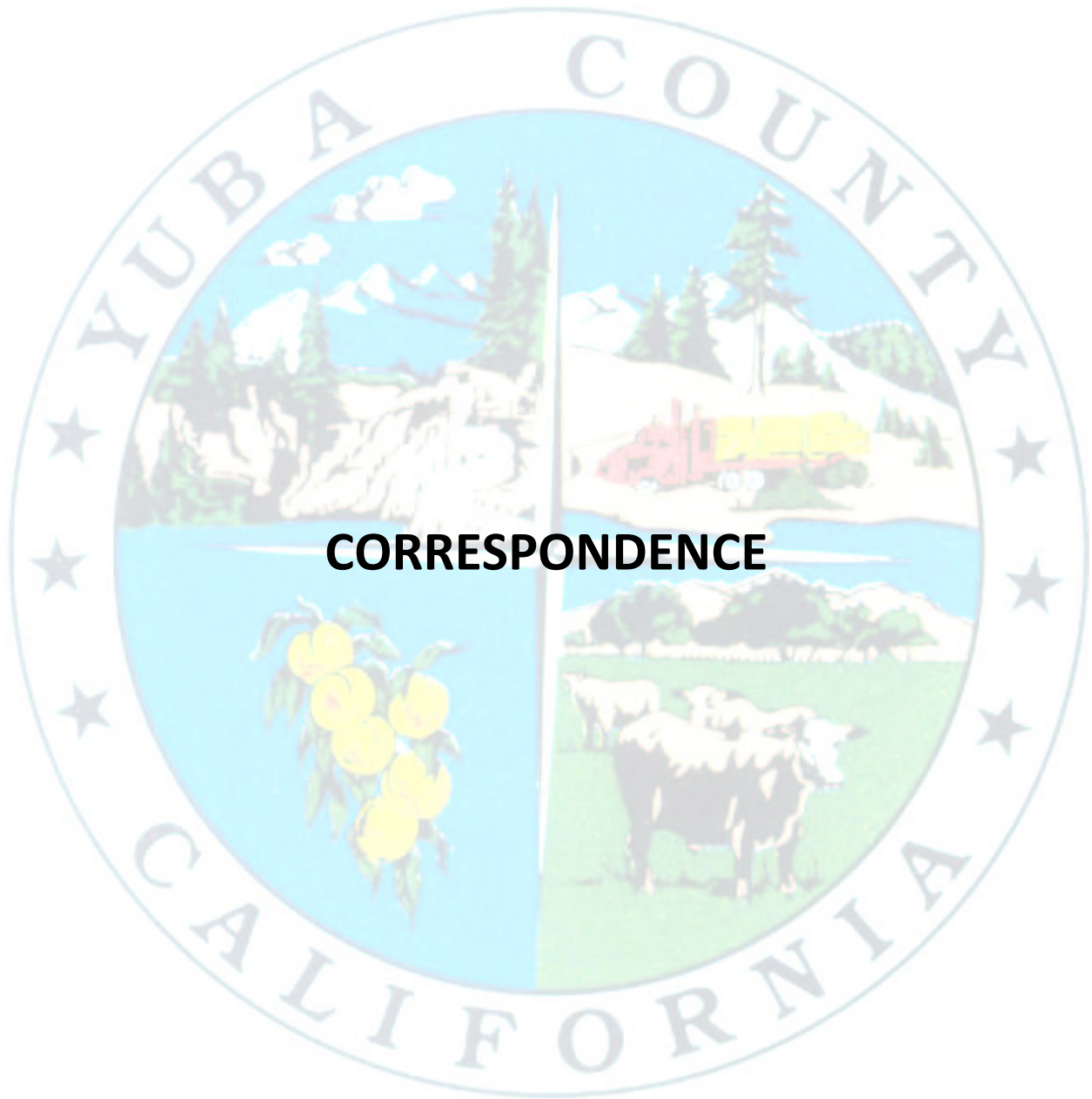
Dated: _____

Signature: _____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Note in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed: _____

Note: Signature(s) must be guaranteed by a qualified guarantor.

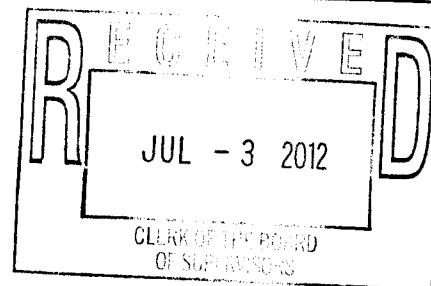




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CITY OF MARYSVILLE



526 "C" Street • P.O. Box 150 • Marysville, CA 95901 • (530)749-3901 • Fax (530)749-3992

July 2, 2012

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

Dear Board of Supervisors:

As you know, for many years the City of Marysville has consolidated its elections with those conducted by the County Clerk.

Resolution No. 2012-36, which was adopted by the Marysville City Council on June 28, 2012, gives notice of a General Municipal Election to be held on November 6, 2012, and requests consolidation with the General Election to be held by the County of Yuba.

We have always found the staff in the Clerk's Office very helpful during this process, and would appreciate your approval, which would allow us to consolidate with the County for the upcoming election.

Thank you for your consideration and assistance.

Sincerely,

Billie J. Fangman
City Clerk

Enc: Resolution 2012-36
cc: Terry Hansen, County Clerk
Donna Stottlemeyer, Clerk of the Board

BOS CORRESPONDENCE A

RESOLUTION NO. 2012-36

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
CALIFORNIA, CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL
ELECTION TO BE HELD ON NOVEMBER 6, 2012, AND REQUESTING
CONSOLIDATION WITH GENERAL (STATEWIDE) ELECTION AND
ESTABLISHING THE MANNER OF HOLDING SAID ELECTION

At a special meeting of the City Council of the City of Marysville, California,
held on the 28th day of June, 2012.

BE IT RESOLVED by the City Council of the City of Marysville as follows:

SECTION 1

A General Municipal Election is hereby called and ordered to be held in the City of Marysville on November 6, 2012, for the purpose of electing two members of the City Council and one Mayor for the City of Marysville for a term beginning December 4, 2012, and ending on December 6, 2016.

SECTION 2

In accordance with the provisions of Sections 10400 and 10403 of the Elections Code, the City Council of the City of Marysville does hereby request that the Board of Supervisors of the County of Yuba, California, consolidate the General Municipal Election called pursuant to Section 1 of this Resolution with the General (Statewide) Election to be held on November 6, 2012.

SECTION 3

The General Municipal Election hereby called shall be held in the manner provided for the General (Statewide) Election with which said General Municipal Election is consolidated, and within the territory affected by the consolidations, the precincts, polling places, hours of election, and voting booths shall, in every case, be the same, and there shall be only one set of election officers in each of the precincts. Such precincts, polling places, hours of election, and precinct board members for the General (Statewide) Election shall be the same as those provided for the General Municipal Election within the territory affected by the consolidation.

SECTION 4

Pursuant to provisions of Section 10002 of the Elections Code, the City Council of the City of Marysville hereby requests that the Board of Supervisors of the County of Yuba, California, permit the Yuba County Clerk to render to the City of Marysville such services as the City Clerk may request relating to the above-mentioned election including publication of all required election notices. The City Clerk is hereby authorized and directed to reimburse the County in full for the cost of any services performed by the Yuba County Clerk pursuant hereto upon presentation of an invoice to the City Clerk.

SECTION 5

Pursuant to Section 13307 of the Elections Code, each candidate may submit a statement of qualifications to be included with the voter pamphlet sent with the sample ballot, which shall not exceed two hundred (200) words and shall be paid for by said candidate. The Yuba County Clerk is authorized to collect a fee from the candidate to cover such costs as provided by law.

SECTION 6

Pursuant to the provisions of Section 10411 of the Elections Code, the Yuba County Board of Supervisors shall be and is authorized and directed to canvass the results of the General Municipal Election hereby called.

SECTION 7

Pursuant to Election Code Sections 15372-15374 the County Clerk shall prepare a Certified Statement of Results within 28 days after the election and forward said certified statement to the City Clerk.

SECTION 8

The City Manager and the City Clerk, as authorized by the City Manager, are hereby further authorized and directed to take such further actions and execute such documents as are necessary to cause the General Municipal Election to be conducted on behalf of the City of Marysville.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly introduced and adopted by the Council of the City of Marysville, California, on the 28th of June, 2012, by the following vote:

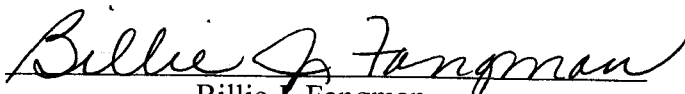
AYES: Ricky Samayoa, Dale Whitmore, Jim Kitchen, Christina Billeci,
and Bill Harris

NOES: None

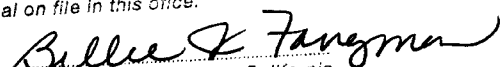
ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 28th day of June, 2012.


Billie J. Fangman
City Clerk

The foregoing instrument is a correct copy of
the original on file in this office.

ATTEST: 
City Clerk of the City of Marysville, California

DEPUTY CLERK

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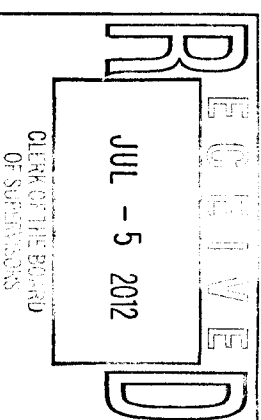


Schedule of Proposed Action (SOPA)
07/01/2012 to 09/30/2012
Plumas National Forest

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

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Projects Occurring Nationwide					
Gypsy Moth Management in the United States: A Cooperative Approach EIS	- Vegetation management (other than forest products)	In Progress: DEIS NOA in Federal Register 09/19/2008 Est. FEIS NOA in Federal Register 10/2012	Expected: 10/2012	01/2013	Noel Schneeberger 610-557-4121 nschneeberger@fs.fed.us
	Description: The USDA Forest Service and Animal and Plant Health Inspection Service are analyzing a range of strategies for controlling gypsy moth damage to forests and trees in the United States. Web Link: http://www.na.fs.fed.us/wv/eis/				
Land Management Planning Rule EIS	Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide.				
	- Regulations, Directives, Orders	Completed	Actual: 03/23/2012	08/2012	Brenda Halter-Glenn 202-260-9400 bhalterglenn@fs.fed.us
	Description: The Department of Agriculture proposes to promulgate a new planning rule, which will set out the process for development, revision, and amendment of National Forest System land management plans.				
	Web Link: http://www.fs.usda.gov/planningrule				
Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Agency-wide Rule.					
Projects Occurring in more than one Region (excluding Nationwide)					

BOS CORRESPONDENCE B



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				
Silver Lake Campground and Boat Launch Parking Improvements	- Recreation management	In Progress: 215 Comment Period Legal Notice 05/30/2012	Expected: 07/2012	09/2013	Judy Schaber 530-283-7622 jschaber@fs.fed.us
NEW LISTING	Description: Expand and level parking for an addition 8 parking spaces This would include brush removal, leveling and adding base rock along the road within the campground.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R27E section 7. Silver Lake road 24N29X last 1/2 mile before lake.				
Smith 1 & 2, Johnnie 3 & 4, Moonbeam 2, 3, 5 & 6	- Minerals and Geology	Developing Proposal Est. Scoping Start 07/2012	Expected: 09/2012	09/2012	Leslie Edlund 530-283-7622 ledlund@fs.fed.us
NEW LISTING	Description: Pick and shovel excavation, use f a metal detector for prospecting. Plan of Operations would authorize use of existing shed and gate.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 27N, R11E, Sections 27 and 34. 12 miles east og Greenville, through the Lucky S mine to NFS Road 21N43, teh left on access road.				
Storrie-Rich Fire Area Invasive Plant Treatment Project	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products)	In Progress: Scoping Start 03/09/2012 Est. 215 Comment Period Legal Notice 10/2012	Expected: 02/2013	05/2013	Courtney Rowe 530-283-7612 cjlrowe@fs.fed.us
EA	Description: Treat up to 200 acres annually of priority invasive plant infestations using a combination of manual, mechanical, cultural, and chemical methods on NFS lands in watersheds affected by the Storrie and Rich fires.				
	Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=38602				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R5E; T23N R6E; T24N R5E; T24N R5E; T24N R6E; T24N R7E; T25N R6E; T25N R7E; T25N R8E; T26N R6E; T26N R7E; T26N R8E. Watersheds affected by the Storrie and Rich fires; nearest town is Belden.				
Twain Fuels Reduction and Forest Restoration Project	- Fuels management	In Progress: 215 Comment Period Legal Notice 03/12/2012	Expected: 05/2012	06/2012	David Kinader 530-283-7676 dkkinader@fs.fed.us
CE	Description: This project incorporates multiple objectives including reducing the risk of wildfire to homes and private property, protecting National Forest System facilities in the Halstead Campground, restoring fire adapted ecosystems, and enhancing black oak.				
	Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=38669				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. Twain, California.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
R5 - Pacific Southwest Region, Occurring in more than one Forest (excluding Regionwide)					
Mammoth Mountain Base Area Land Exchange EA	- Land ownership management	In Progress: Scoping Start 09/13/2011 Est. 215 Comment Period Legal Notice 10/2012	Expected:01/2013	04/2013	Sheila Irons 760-924-5534 siron@fs.fed.us
	Description: Exchange of approximately 21 acres of National Forest System land, currently under special use authorization to Mammoth Mountain Ski Area, located near the Main Lodge north of Highway 203 for approximately 1500 acres of land in California.				
	Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=30428				
	Location: UNIT - Mammoth Ranger District, White Mountain Ranger District, Mount Whitney Ranger District, Mt. Hough Ranger District, Mi-Wok Ranger District. STATE - California. COUNTY - Inyo, Mono, Plumas, Tuolumne. LEGAL - Land to be exchanged is located in T.3S, R. 27E., Sec 30, MDM. Proposal includes the addition of non-federal parcels to the Inyo, Plumas, and Stanislaus National Forests in California. Main Lodge, Mammoth Mountain Ski Area.				

Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)					
California Department of Water Resources - new permit for existing water monitoring sites CE	- Special use management	On Hold	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
	Description: Continued use and maintenance of 20 existing facilities and accessory structures needed to gather data on rainfall and snow depth forest wide, with dedicated winter use helispots. Current permit terminates 12/31/2010.				
	Location: UNIT - Plumas National Forest All Units, STATE - California, COUNTY - Butte, Plumas, Sierra. 20 locations Forest Wide.				
Multi-Forest Iroman Dual Sport CE *NEW LISTING*	- Special use management	Developing Proposal Est. Scoping Start 07/2012	Expected:08/2012	08/2012	Lisa Sedlacek 530-836-7126 lsedlacek@fs.fed.us
	Description: Proponent wants to conduct two-three day dual sport (street-legal) motorcycle tour events for approximately 30 participants. The tours would use existing Forest Service System Roads, County Roads and State Highways.				
	Location: UNIT - Plumas National Forest All Units, STATE - California, COUNTY - Lassen, Plumas. System roads on the Plumas and Lassen national Forests. This proposal also include County roads and California State Highways.				

Plumas National Forest, Occurring in more than one District (excluding Forestwide)	R5 - Pacific Southwest Region
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Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				
Plumas Integrated Weed Management Program II CE	- Vegetation management (other than forest products)	Completed	Actual: 06/18/2012	07/2012	James Belsher-Howe 530-283-7657 jbelsher-howe@fs.fed.us
Description: Integrated weed management will be used to reduce and control the spread of noxious and invasive weeds on 125 acres, including mapping and monitoring of infestations.					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R8E Sections 10, 11, 14, 15, 22, 23 and T25N R11E Sections 2 and 11. Spanish Ranch in Meadow Valley and Heart K Ranch in Genessee Valley.					
Plumas Sierra Rural Electric Cooperative Williams Loop Mastication Project CE	- Special use management	In Progress: Scoping Start 04/02/2012 Est. 215 Comment Period Legal Notice 05/2012	Expected: 06/2012	06/2012	Judy Schaber 530-283-7616 jsheh@fs.fed.us
Description: The Plumas National Forest proposes to allow PSREC to maintain an existing right of way corridor by masticating or hand-thinning approximately 1/3 of a mile of small trees (6 to 8 inch pine and fir) and low oak brush near the Williams Loop.					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R10E, Section 25. The project is located approximately 4 miles southeast of East Quincy along Highway 70 at the Union Pacific Railroad feature Williams Loop.					
- Minerals and Geology					
		In Progress: Scoping Start 04/04/2012 Est. 215 Comment Period Legal Notice 07/2012	Expected: 07/2012	09/2012	Donna Duncan 530-283-7614 dmduncan@fs.fed.us
Description: Proposal to conduct placer mining operations on North Fork of the Feather River, including using a backhoe to dig a pit, process the materials on site using a trommel, long term occupancy, use and maintenance of an access road, use of water system					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T28N, R8E, Section 16, MDB&M. Seneca, CA. Access is off Co Road 306 (Seneca Road). Right through the Lucky Chance Mine gate, then right to the North Fork Feather River.					

R.E. Dahlen's Placer Plan of Operations
EA

NEW LISTING

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)				
Barry Creek A CE	- Fuels management	On Hold	N/A	N/A	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
	Description: Fuels reduction treatments on private land using Steven's Funds.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down Whitehawk Ranch.				
Barry Creek B CE	- Fuels management	On Hold	N/A	N/A	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
	Description: Fuels reduction treatments on private land using Steven's Funds				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch.				
Barry Creek C CE	- Fuels management	On Hold	N/A	N/A	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
	Description: Fuels reduction treatments on private land using Steven's Funds				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				
Gold in Rivers 2, 3, 4 & 5					R5 - Pacific Southwest Region
CE	- Minerals and Geology	In Progress: Scoping Start 06/27/2012	Expected:08/2012	08/2012	Leslie Edlund 530-283-7622 ledlund@fs.fed.us
NEW LISTING	Description: Initial Core testing (drilling) with the possibility of trenching. A mobile hydraulic drill will be used for taking core samples. Sample material will be processed on site through a portable trommel.				
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 26N, R8 E, Sections 16, 17 and 20. Seneca, CA, near the Big Flat cemetery.			
Keddie Ridge Roadside and Deck Salvage Sale Project	- Forest products - Vegetation management (other than forest products)	In Progress: Scoping Start 10/14/2010	Expected:07/2011	08/2011	Andrew Hart 530-283-7643 ahhart@fs.fed.us
CE	Description: This project proposes to remove three decks on National Forest System roads 27N19 and 27N19X created during the Moonlight Fire of 2007. Additionally, this project would remove roadside hazards along nine miles of NFS roads 28N32, 27N19, and 27N19X.				
	Web Link:	http://www.fs.fed.us/nepa/nepa_project_exp.php?project=34562			
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R10E, Sections 17, 20, 28, and 29. The three decks lie along NFS roads 27N19X and 27N19 and the roadside hazard tree removal would occur along nine miles of NFS roads 28N32, 27N19, and 27N19X south of the Lassen County line.			
Lone Rock Campground Car Top Launch Improvements	- Recreation management	In Progress: 215 Comment Period Legal Notice 05/30/2012	Expected:07/2012	09/2013	Judy Schaber 530-283-7622 jschaber@fs.fed.us
CE	Description: Install a car top launch at Lone Rock Campground, Antelope Lake for campers. There would be a small parking area with accessible parking and access to the lake for launching canoes, kayaks and small boats.				
NEW LISTING	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N R12E section 15. Lone Rock Campground. Antelope Lake by sites 62 or 68.			
Lucky Jack and Chase Angel Placer Mining	- Minerals and Geology	In Progress: 215 Comment Period Legal Notice 06/06/2012	Expected:07/2012	07/2012	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
CE	Description: Excavation of up to 20 test pits within the old tailing piles of Eagle Gulch. Samples will be processed through a portable trommel using water pumped from Eagle Gulch to a holding trough. Wastewater will be discharged into a clarifying pit.				
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, SW 1/4 of Section 28. West of Meadow Valley in Eagle Gulch. Access is off Big Creek Road to NFS Road 24N99X.			

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District) R5 - Pacific Southwest Region				
Flynn Encroachment Project EA	- Vegetation management (other than forest products) - Land ownership management	Developing Proposal Est. Scoping Start 03/2012	Expected: 06/2012	07/2012	David Drake 530-836-2575 ddrake@fs.fed.us
	Description: Removal of building structures, a pond and dam, septic system and cap a well that are encroaching on National Forest System Lands. The objective is to return NFS lands to it's original state. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R14E, Sec 21 and 28. Located off Beckwourth Genesee Road.				
Frenchman WC Aspen Hand Thin Project CE	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products)	Developing Proposal Est. Scoping Start 07/2010	Expected: 09/2010	06/2011	Russell Nickerson 530-836-2575 rnickerson@fs.fed.us
	Description: Over the next several years Frenchman Work Center will conduct project work within aspen stands. Conifer trees less than 11 inches dbh will be hand thinned within aspen stands and within 50 feet of the stands. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N, R 16E, Sec: 32, T 25N, R 15E, Sec: 2, 10-11, 14-15, 17, 20-23, 27. Located northwest of Frenchman Lake in the Dixie State Game Refuge and between the Frenchman Work Center and Cottonwood Spring Campground.				
Goat Grazing Tall Whitetop CE	- Wildlife, Fish, Rare plants	Developing Proposal Est. Scoping Start 03/2009	Expected: 04/2009	06/2009	Michael Friend 530-836-7167 mjfriend@fs.fed.us
	Description: The Beckwourth Ranger District proposes to use goats to treat the infestation of the noxious weed, tall whitetop (Lepidium latifolium) in the Ramelli Ranch allotment. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The legal description of the area is: T23N, R14E Sec. 26, 27, 28, and 29. It is comprised of the river corridor on both sides of County Road A-23, south of State Highway 70, and north of the railroad.				
Gold Lake Boat Launching Facility CE	- Facility management	Developing Proposal Est. Scoping Start 07/2012	Expected: 11/2012	09/2013	Pandora Valle 530-836-7126 lisedlacek@fs.fed.us
	Description: Improve recreation facilities, providing 63 stalls and three accessible parking stalls for visitors. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 22 N, R 12 E, Section 16. Lakes Basin Recreation Area, Gold Lake Boat Launching Facility.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)				
Sunset Lookout Hazard Reduction and Sight Path Clearing	- Forest products - Fuels management - Facility management	Developing Proposal Est. Scoping Start 01/2012	Expected: 04/2012	01/2012	Eric Murphy 530-532-8922 ejmurfury@fs.fed.us
CE	Description: The intent of this project is to clear a site path to reestablish a view path from the lookout to communities, and individual homes at risk, and high hazard/risk areas that have been obscured by tree growth since the lookouts were established.				
The Dog Gone Outfitters Outfitter Guide Permit	Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Township 19 North Range 6b East, Northwest corner of Section 9. Sunset Hill Lookout in Butte County near Forbestown, off Forbestown Road, in T 19N. R. 6E. Section 9.			
	- Recreation management - Special use management	Developing Proposal Est. Scoping Start 10/2011	Expected: 10/2011	11/2011	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
	Description: This project is a 2 year outfitter guide permit for guided bear hunts on the Feather River Ranger District, conducted by a licensed outfitter guide. Camping will occur on the 22N34 road on NFS lands; no ATV or other off highway vehicles will be used				
CE	Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas, Yuba. Use of NFS roads throughout the Feather River Ranger District.			

Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				
Shenandoah and Old Jura Abandoned Mine Closure	- Minerals and Geology	In Progress: Scoping Start 06/01/2011	Expected: 08/2012	09/2012	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
CE	Description: Closure of 2 mine adits at the Shenandoah Mine and 1 mine adit at the Old Jura Mine. Mine closure will provide for public safety. Bat gates and culverts will be installed as needed.				
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, NE 1/4 Section 19 and T25N, R7E, NE 1/4 of Section 28. Shenandoah Mine is located within the Bucks Lake Wilderness above the town of Rich Bar. Old Jura is located off NFS road 26N26A.			

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Meadow Restoration Monitoring and Evaluation CE	- Research and Development	Cancelled	N/A	N/A	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
	Description: A Stanford University Graduate Student will be monitoring and evaluating the state of the hydrologic system and flows of water across the meadow landscape within meadow restoration sites on the Beckwourth Ranger District.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E, S4, T25N, R13E, S2, 25, 33&36, T26N R13E, S 1, 3, 10&14, T26N R14E, S 16, 17, 19, 23, 24, 29&30, and T27N R13E, S 36. Eighty-four individual monitoring site locations throughout the Beckwourth Ranger District.				
Meadow View Campground Hand Pump CE	- Recreation management	Cancelled	N/A	N/A	Pandora Valle 530-836-2575 pvalle@fs.fed.us
	Description: Installation of a hand pump at the Meadow View Campground				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N. R16E Section 8. Meadow View Campground.				
Meadowview/Rowland Restoration Project EA	- Watershed management	On Hold	N/A	N/A	Brendan Waterman 530-836-2575 bwaterman@fs.fed.us
	Description: Project consists of restoring two eastside montane meadows (252 acres) and improving channel stability for 2.3 miles within the Upper Feather River Watershed on Last Chance and Rowland Creeks.				
	Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=28848				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N R16E, Section 13 and T25N R15E, Sections 7, 8, 18 & 19. Last Chance Creek and Frenchman Lake Hydrologic Unit Code (HUC) 5 Watershed.				
Mills Peak Trailhead Toilet CE	- Recreation management	On Hold	N/A	N/A	Pandora Valle 530-836-7123 pvalle@fs.fed.us
	Description: Installation of an SST toilet building near Mills Peak Lookout				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21, R12, Section 10 - below the Mills Peak Lookout. Mills Peak Lookout.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)				
R5 - Pacific Southwest Region					
Pacific Gas and Electric Company - 12 KV power line extension	- Special use management	On Hold	N/A	N/A	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
CE	Description: Extension of an existing 12 KV power line in the Concow area along the Rim Road (FS Road 23N06). The proposed line extension is approximately 1900' with approximately 875' on National Forest System lands. Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SW 1/4 Section 12, T22N, R4E. Along the Rim Road in the Concow area.				
Pendola Silviculture Project	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products) - Fuels management	On Hold	N/A	N/A	Errol Solomon 530-532-7413 esolomon@fs.fed.us
CE	Description: The Feather River Ranger District (PNF) is proposing to treat a minimum of 160 acres of plantation ground within the Pendola boundary. Treatments will include: mastication, hand cutting and piling, pile burning, under burning, reforestation and release Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T18N R7E S2,11,12, 14, 15, and 26. Located near Bullards Reservoir and adjacent to the Challenge community.				
Phred View Mining Plan of Operations	- Minerals and Geology	In Progress: Scoping Start 04/18/2012 Est. 215 Comment Period Legal Notice 07/2012	Expected:08/2012	08/2012	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
EA	Description: Lode mining in Quartz outcrop, using hand tools. Use of non-sytem road. Long term occupancy. Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R10E, Sec 20. Near Quartz Point, Plumas County, CA.				
NEW LISTING	- Special use management	Developing Proposal Est. Scoping Start 10/2011	Expected:10/2011	11/2011	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
CE	Description: Continued use and maintenance of an existing access road, approximately 150' on National Forest System lands, to private property. Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Section 34. Near Little Grass Valley Reservoir, north of La Porte, California.				
Provost, Leonard - new permit for existing access road.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
US Cellular Black Mountain Building	- Special use management	Developing Proposal Est. Scoping Start 05/2012	Expected: 07/2012	08/2012	David Drake 530-836-2575 ddrake@fs.fed.us
CE	Description: US Cellular is requesting to construct a building, erect a 150' tower, install propane tank and a perimeter fence.				
NEW LISTING					
US Cellular Black Mountain Project	Location:	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R15E sec 17. Located on Black Mountain, Beckwourth Ranger District, Plumas National Forest.			
	- Special use management	Developing Proposal Est. Scoping Start 05/2012	Expected: 07/2012	07/2012	David Drake 530-836-7129 ddrake@fs.fed.us
	Description: This project will consist of building a cement block building and installing a tower as well as a propane tank and generator enclosure on Black Mountain. A perimeter fence will be installed for safety and security purposes.				
CE					
NEW LISTING					
US Cellular Black Mountain Project	Location:	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N R 15E sec 17. Black Mountain.			

Plumas National Forest		Feather River Ranger District (excluding Projects occurring in more than one District)		R5 - Pacific Southwest Region	
Burnt Bridge/Cottage Creek Blackoak Enhancement CE	- Wildlife, Fish, Rare plants	On Hold	N/A	N/A	Cindy Roberts 530-532-7467 ckroberts@fs.fed.us
	Description: Thin out small size conifers, less than 10 inch diameter, within a blackoak habitat area.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Yuba. LEGAL - T19N R7E Sections 15 and 26. Dobbins watershed, near Challenge., CA.				
California Department of Water Resources - Amend permit to install a streamgauge at 2nd location CE	- Special use management	On Hold	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
	Description: CA DWR proposes to install a streamgauge station at the PG&E Miocene Dam near Magalia.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SE 1/4 of SW 1/4 of Section 30, T23N, R4E. Miocene Dam near Magalia, California.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)				
HDH/Millet Mining Plan Of Operations EA	- Minerals and Geology	In Progress: Scoping Start 08/17/2011 Est. 215 Comment Period Legal Notice 07/2012	Expected: 09/2012	10/2012	Donna Duncan 760-379-5646 dmduncan@fs.fed.us
	Description: Placer mining. Panning, sluicing, dredging. Use of non-system road.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T20N, R9E, Sec 10, 15, 16. Feather River Ranger District, Plumas national Forest, along Canyon Creek.				
Hawkeye Tunnel Mining Plan of Operation CE	- Minerals and Geology	Completed	Actual: 05/06/2011	06/2011	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	Description: Underground mining operation, gravel washing and incidental occupancy for purpose of minerals extraction.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N, R9E, Sec. 5, off Sierra County 690 Rd. Howland Flat, Sierra County.				
Jim Dandy Mining Plan of Operations EA *NEW LISTING*	- Minerals and Geology	In Progress: Scoping Start 04/18/2012 Est. 215 Comment Period Legal Notice 06/2012	Expected: 10/2012	11/2012	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	Description: Placer mining operations on Poorman Creek. Use of backhoe within stream channel, diversion of stream, long term occupancy, use of existing shed.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R10E, Sec 2 & T23N, R10E, Sec 35. on Poorman Creek, Plumas County, CA.				
Know Nothing Roadside Timber Sale CE	- Forest products - Road management	On Hold	N/A	N/A	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
	Description: Removal of hazard trees along approximately 4 miles of forest roads 20N24, 22N24, and 21N16in the vicinity of Sly Creek Res (roads are near Know Nothing Creek). (R. 7& 8 E., T. 20N)				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - All or portions of Sections 4, 5, 7, 8, & 18 T. 20 N. R. 8 E. and Sections 1, 2, & 12 T. 20 N., R. 7 E. MDM. Near Strawberry Valley CA, in Butte County along approximately 4 miles of forest roads 20N24, 22N24, and 21N16in the vicinity of Sly Creek Res. (R. 7& 8 E., T. 20N).				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
HDI/Millet Mining Plan Of Operations EA	- Minerals and Geology	In Progress: Scoping Start 08/17/2011 Est. 215 Comment Period Legal Notice 07/2012	Expected: 09/2012	10/2012	Donna Duncan 760-379-5646 dmduncan@fs.fed.us
	Description: Placer mining. Panning, sluicing, dredging. Use of non-system road.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T20N, R9E, Sec 10, 15, 16. Feather River Ranger District, Plumas national Forest, along Canyon Creek.				
Hawkeye Tunnel Mining Plan of Operation CE	- Minerals and Geology	Completed	Actual: 05/06/2011	06/2011	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	Description: Underground mining operation, gravel washing and incidental occupancy for purpose of minerals extraction.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N, R9E, Sec. 5, off Sierra County 690 Rd. Howland Flat, Sierra County.				
Jim Dandy Mining Plan of Operations EA	- Minerals and Geology	In Progress: Scoping Start 04/18/2012 Est. 215 Comment Period Legal Notice 06/2012	Expected: 10/2012	11/2012	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	Description: Placer mining operations on Poorman Creek. Use of backhoe within stream channel, diversion of stream, long term occupancy, use of existing shed.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R10E, Sec 2 & T23N, R10E, Sec 35. on Poorman Creek, Plumas County, CA.				
Know Nothing Roadside Timber Sale CE	- Forest products	On Hold	N/A	N/A	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
	- Road management				
	Description: Removal of hazard trees along approximately 4 miles of forest roads 20N24, 22N24, and 21N16in the vicinity of Sly Creek Res (roads are near Know Nothing Creek). (R. 7& 8 E., T. 20N)				
NEW LISTING	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - All or portions of Sections 4, 5, 7, 8, & 18 T. 20 N. R. 8 E. and Sections 1, 2, & 12 T. 20 N., R. 7 E. MDM. Near Strawberry Valley CA, in Butte County along approximately 4 miles of forest roads 20N24, 22N24, and 21N16in the vicinity of Sly Creek Res. (R. 7& 8 E., T. 20N).				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)				
US Cellular Black Mountain Building CE	- Special use management	Developing Proposal Est. Scoping Start 05/2012	Expected: 07/2012	08/2012	David Drake 530-836-2575 ddrake@fs.fed.us
		Description: US Cellular is requesting to construct a building, erect a 150' tower, install propane tank and a perimeter fence.			
		Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R15E sec 17. Located on Black Mountain, Beckwourth Ranger District, Plumas National Forest.			
US Cellular Black Mountain Project CE	- Special use management	Developing Proposal Est. Scoping Start 05/2012	Expected: 07/2012	07/2012	David Drake 530-836-7129 ddrake@fs.fed.us
		Description: This project will consist of building a cement block building and installing a tower as well as a propane tank and generator enclosure on Black Mountain. A perimeter fence will be installed for safety and security purposes.			
		Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N R 15E sec 17. Black Mountain.			

Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)				
Burnt Bridge/Cottage Creek Blackoak Enhancement CE	- Wildlife, Fish, Rare plants	On Hold	N/A	N/A	Cindy Roberts 530-532-7467 ckroberts@fs.fed.us
		Description: Thin out small size conifers, less than 10 inch diameter, within a blackoak habitat area.			
		Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Yuba. LEGAL - T19N R7E Sections 15 and 26. Dobbins watershed; near Challenge, CA.			
California Department of Water Resources - Amend permit to install a streamgauge at 2nd location CE	- Special use management	On Hold	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
		Description: CA DWR proposes to install a streamgauge station at the PG&E Miocene Dam near Magalia.			
		Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SE 1/4 of SW 1/4 of Section 30, T23N, R4E. Miocene Dam near Magalia, California.			

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
Pacific Gas and Electric Company - 12 KV power line extension CE	- Special use management	On Hold	N/A	N/A	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	Description: Extension of an existing 12 KV power line in the Concow area along the Rim Road (FS Road 23N06). The proposed line extension is approximately 1900' with approximately 875' on National Forest System lands. Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SW 1/4 Section 12, T22N, R4E. Along the Rim Road in the Concow area.				
Pendola Silviculture Project CE	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products) - Fuels management	On Hold	N/A	N/A	Errol Solomon 530-532-7413 esolomon@fs.fed.us
	Description: The Feather River Ranger District (PNF) is proposing to treat a minimum of 160 acres of plantation ground within the Pendola boundary. Treatments will include: mastication, hand cutting and piling, pile burning, under burning, reforestation and release Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T18N R7E S2,11,12, 14, 15, and 26. Located near Bullards Reservoir and adjacent to the Challenge community.				
Phred View Mining Plan of Operations EA *NEW LISTING*	- Minerals and Geology	In Progress: Scoping Start 04/18/2012 Est. 215 Comment Period Legal Notice 07/2012	Expected:08/2012	08/2012	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	Description: Lode mining in Quartz outcrop, using hand tools. Use of non-sytem road. Long term occupancy.				
Provost, Leonard - new permit for existing access road. CE	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R10E, Sec 20. Near Quartz Point, Plumas County, CA.				
	- Special use management	Developing Proposal Est. Scoping Start 10/2011	Expected:10/2011	11/2011	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
	Description: Continued use and maintenance of an existing access road, approximately 150' on National Forest System lands, to private property.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Section 34. Near Little Grass Valley Reservoir, north of La Porte, California.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)				
Meadow Restoration Monitoring and Evaluation CE	- Research and Development	Cancelled	N/A	N/A	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
Description: A Stanford University Graduate Student will be monitoring and evaluating the state of the hydrologic system and flows of water across the meadow landscape within meadow restoration sites on the Beckwourth Ranger District.					
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E, S4, T25N, R13E, S2, 25, 33&36, T26N R13E, S 1, 3, 10&14, T26N R14E, S 16, 17, 19, 23, 24, 29&30, and T27N R13E, S 36. Eighty-four individual monitoring site locations throughout the Beckwourth Ranger District.					
Meadow View Campground Hand Pump CE	- Recreation management	Cancelled	N/A	N/A	Pandora Valle 530-836-2575 pvalle@fs.fed.us
Description: Installation of a hand pump at the Meadow View Campground					
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N. R16E Section 8. Meadow View Campground.					
Meadowview/Rowland Restoration Project EA	- Watershed management	On Hold	N/A	N/A	Brendan Waterman 530-836-2575 bwaterman@fs.fed.us
Description: Project consists of restoring two eastside montane meadows (252 acres) and improving channel stability for 2.3 miles within the Upper Feather River Watershed on Last Chance and Rowland Creeks.					
Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=28848					
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N R16E, Section 13 and T25N R15E, Sections 7, 8, 18 & 19. Last Chance Creek and Frenchman Lake Hydrologic Unit Code (HUC) 5 Watershed.					
Mills Peak Trailhead Toilet CE	- Recreation management	On Hold	N/A	N/A	Pandora Valle 530-836-7123 pvalle@fs.fed.us
Description: Installation of an SST toilet building near Mills Peak Lookout					
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21, R12, Section 10 - below the Mills Peak Lookout, Mills Peak Lookout.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)				
Sunset Lookout Hazard Reduction and Sight Path Clearing	- Forest products - Fuels management - Facility management	Developing Proposal Est. Scoping Start 01/2012	Expected: 04/2012	01/2012	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
CE	Description: The intent of this project is to clear a site path to reestablish a view path from the lookout to communities, and individual homes at risk, and high hazard/risk areas that have been obscured by tree growth since the lookouts were established.				
The Dog Gone Outfitters Outfitter Guide Permit	Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Township 19 North Range 6b East, Northwest corner of Section 9. Sunset Hill Lookout in Butte County near Forbestown, off Forbestown Road, in T 19N. R. 6E. Section 9.			
	- Recreation management - Special use management	Developing Proposal Est. Scoping Start 10/2011	Expected: 10/2011	11/2011	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
	Description: This project is a 2 year outfitter guide permit for guided bear hunts on the Feather River Ranger District, conducted by a licensed outfitter guide. Camping will occur on the 22N34 road on NFS lands; no ATV or other off highway vehicles will be used				
	Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas, Yuba. Use of NFS roads throughout the Feather River Ranger District.			

Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				
Shenandoah and Old Jura Abandoned Mine Closure	- Minerals and Geology	In Progress: Scoping Start 06/01/2011	Expected: 08/2012	09/2012	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
CE	Description: Closure of 2 mine adits at the Shenandoah Mine and 1 mine adi at the Old Jura Mine. Mine closure will provide for public safety. Bat gates and culverts will be installed as needed.				
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, NE 1/4 Section 19 and T25N, R7E, NE 1/4 of Section 28. Shenandoah Mine is located within the Bucks Lake Wilderness above the town of Rich Bar, Old Jura is located off NFS road 26N26A.			

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)				
Flynn Encroachment Project EA	- Vegetation management (other than forest products) - Land ownership management	Developing Proposal Est. Scoping Start 03/2012	Expected: 06/2012	07/2012	David Drake 530-836-2575 ddrake@fs.fed.us
	Description: Removal of building structures, a pond and dam, septic system and cap a well that are encroaching on National Forest System Lands. The objective is to return NFS lands to it's original state.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R14E, Sec 21 and 28. Located off Beckwourth Genesee Road.				
Frenchman WC Aspen Hand Thin Project CE	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products)	Developing Proposal Est. Scoping Start 07/2010	Expected: 09/2010	06/2011	Russell Nickerson 530-836-2575 mickerson@fs.fed.us
	Description: Over the next several years Frenchman Work Center will conduct project work within aspen stands. Conifer trees less than 11 inches dbh will be hand thinned within aspen stands and within 50 feet of the stands.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N, R 16E, Sec: 32, T 25N, R 15E, Sec: 2, 10-11, 14-15, 17, 20-23, 27. Located northwest of Frenchman Lake in the Dixie State Game Refuge and between the Frenchman Work Center and Cottonwood Spring Campground.				
Goat Grazing Tall Whitetop CE	- Wildlife, Fish, Rare plants	Developing Proposal Est. Scoping Start 03/2009	Expected: 04/2009	06/2009	Michael Friend 530-836-7167 mjfriend@fs.fed.us
	Description: The Beckwourth Ranger District proposes to use goats to treat the infestation of the noxious weed, tall whitetop (<i>Lepidium latifolium</i>) in the Ramelli Ranch allotment.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The legal description of the area is: T23N, R14E Sec. 26, 27, 28, and 29. It is comprised of the river corridor on both sides of County Road A-23, south of State Highway 70, and north of the railroad.				
Gold Lake Boat Launching Facility CE	- Facility management	Developing Proposal Est. Scoping Start 07/2012	Expected: 11/2012	09/2013	Pandora Valle 530-836-7126 lisedlacek@fs.fed.us
	Description: Improve recreation facilities, providing 63 stalls and three accessible parking stalls for visitors.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 22 N, R 12 E, Section 16. Lakes Basin Recreation Area, Gold Lake Boat Launching Facility.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				
Gold in Rivers 2, 3, 4 & 5	R5 - Pacific Southwest Region				
CE	- Minerals and Geology	In Progress: Scoping Start 06/27/2012	Expected:08/2012	08/2012	Leslie Edlund 530-283-7622 ledlund@fs.fed.us
NEW LISTING	Description: Initial Core testing (drilling) with the possibility of trenching. A mobile hydraulic drill will be used for taking core samples. Sample material will be processed on site through a portable trommel.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 26N, R8 E, Sections 16, 17 and 20. Seneca, CA, near the Big Flat cemetery.				
Keddie Ridge Roadside and Deck Salvage Sale Project	- Forest products - Vegetation management (other than forest products)	In Progress: Scoping Start 10/14/2010	Expected:07/2011	08/2011	Andrew Hart 530-283-7643 ahart@fs.fed.us
CE	Description: This project proposes to remove three decks on National Forest System roads 27N19 and 27N19X created during the Moonlight Fire of 2007. Additionally, this project would remove roadside hazards along nine miles of NFS roads 28N32, 27N19, and 27N19X.				
	Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=34562				
Lone Rock Campground Car Top Launch Improvements	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R10E, Sections 17, 20, 28, and 29. The three decks lie along NFS roads 27N19X and 27N19 and the roadside hazard tree removal would occur along nine miles of NFS roads 28N32, 27N19, and 27N19X south of the Lassen County line.				
CE	- Recreation management	In Progress: 215 Comment Period Legal Notice 05/30/2012	Expected:07/2012	09/2013	Judy Schaber 530-283-7622 jschaber@fs.fed.us
NEW LISTING	Description: Install a car top launch at Lone Rock Campground, Antelope Lake for campers. There would be a small parking area with accessible parking and access to the lake for launching canoes, kayaks and small boats.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N R12E section 15. Lone Rock Campground, Antelope Lake by sites 62 or 68.				
Lucky Jack and Chase Angel Placer Mining	- Minerals and Geology	In Progress: 215 Comment Period Legal Notice 06/06/2012	Expected:07/2012	07/2012	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
CE	Description: Excavation of up to 20 test pits within the old tailing piles of Eagle Gulch. Samples will be processed through a portable trommel using water pumped from Eagle Gulch to a holding trough. Wastewater will be discharged into a clarifying pit.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, SW 1/4 of Section 28. West of Meadow Valley in Eagle Gulch. Access is off Big Creek Road to NFS Road 24N99X.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
Barry Creek A CE	- Fuels management	On Hold	N/A	N/A	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
	Description: Fuels reduction treatments on private land using Steven's Funds.				
Barry Creek B CE	- Fuels management	On Hold	N/A	N/A	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
	Description: Fuels reduction treatments on private land using Steven's Funds				
Barry Creek C CE	- Fuels management	On Hold	N/A	N/A	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
	Description: Fuels reduction treatments on private land using Steven's Funds				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Plumas Integrated Weed Management Program II CE	- Vegetation management (other than forest products)	Completed	Actual: 06/18/2012	07/2012	James Belsher-Howe 530-283-7657 jbelsher- howe@fs.fed.us
Plumas Sierra Rural Electric Cooperative Williams Loop Mastication Project CE	Description: Integrated weed management will be used to reduce and control the spread of noxious and invasive weeds on 125 acres, including mapping and monitoring of infestations.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R8E Sections 10, 11, 14, 15, 22, 23 and T25N R11E Sections 2 and 11. Spanish Ranch in Meadow Valley and Heart K Ranch in Genesee Valley.				
	- Special use management	In Progress: Scoping Start 04/02/2012 Est. 215 Comment Period Legal Notice 05/2012	Expected: 06/2012	06/2012	Judy Schaber 530-283-7616 gjehle@fs.fed.us
NEW LISTING	Description: The Plumas National Forest proposes to allow PSREC to maintain an existing right of way corridor by masticating or hand-thinning approximately 1/3 of a mile of small trees (6 to 8 inch pine and fir) and low oak brush near the Williams Loop.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R10E, Section 25. The project is located approximately 4 miles southeast of East Quincy along Highway 70 at the Union Pacific Railroad feature Williams Loop.				
R.E. Dahlen's Placer Plan of Operations EA	- Minerals and Geology	In Progress: Scoping Start 04/04/2012 Est. 215 Comment Period Legal Notice 07/2012	Expected: 07/2012	09/2012	Donna Duncan 530-283-7614 dmduncan@fs.fed.us
	Description: Proposal to conduct placer mining operations on North Fork of the Feather River, including using a backhoe to dig a pit, process the materials on site using a trommel, long term occupancy, use and maintenance of an access road, use of water system				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T28N, R8E, Section 16, MDB&M. Seneca, CA. Access is off Co Road 306 (Seneca Road). Right through the Lucky Chance Mine gate, then right to the North Fork Feather River.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
R5 - Pacific Southwest Region, Occurring in more than one Forest (excluding Regionwide)					
Mammoth Mountain Base Area Land Exchange EA	- Land ownership management	In Progress: Scoping Start 09/13/2011 Est. 215 Comment Period Legal Notice 10/2012	Expected:01/2013	04/2013	Sheila Irons 760-924-5534 siron@fs.fed.us
	Description: Exchange of approximately 21 acres of National Forest System land, currently under special use authorization to Mammoth Mountain Ski Area, located near the Main Lodge north of Highway 203 for approximately 1500 acres of land in California.				
	Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=30428				
Location: UNIT - Mammoth Ranger District, White Mountain Ranger District, Mount Whitney Ranger District, Mt. Hough Ranger District, Mi-Wok Ranger District, STATE - California. COUNTY - Inyo, Mono, Plumas, Tuolumne. LEGAL - Land to be exchanged is located in T.3S, R. 27E., Sec 30, MDM. Proposal includes the addition of non-federal parcels to the Inyo, Plumas, and Stanislaus National Forests in California. Main Lodge, Mammoth Mountain Ski Area.					

Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)				R5 - Pacific Southwest Region	
California Department of Water Resources - new permit for existing water monitoring sites CE	- Special use management	On Hold	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
	Description: Continued use and maintenance of 20 existing facilities and accessory structures needed to gather data on rainfall and snow depth forest wide, with dedicated winter use helispots. Current permit terminates 12/31/2010.				
	Location: UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Butte, Plumas, Sierra. 20 locations Forest Wide.				
Multi-Forest Ironman Dual Sport CE *NEW LISTING*	- Special use management	Developing Proposal Est. Scoping Start 07/2012	Expected:08/2012	08/2012	Lisa Sedlacek 530-836-7126 lsedlacek@fs.fed.us
	Description: Proponent wants to conduct two-three day dual sport (street-legal) motorcycle tour events for approximately 30 participants. The tours would use existing Forest Service System Roads, County Roads and State Highways.				
	Location: UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Lassen, Plumas. System roads on the Plumas and Lassen national Forests. This proposal also include County roads and California State Highways.				

Plumas National Forest, Occurring in more than one District (excluding Forestwide)	R5 - Pacific Southwest Region
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Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				
Silver Lake Campground and Boat Launch Parking Improvements	- Recreation management	In Progress: 215 Comment Period Legal Notice 05/30/2012	Expected: 07/2012	09/2013	Judy Schaber 530-283-7622 jschaber@fs.fed.us
NEW LISTING	Description: Expand and level parking for an addition 8 parking spaces. This would include brush removal, leveling and adding base rock along the road within the campground.				
Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R27E section 7. Silver Lake road 24N29X last 1/2 mile before lake.				
Smith 1 & 2, Johnnie 3 & 4, Moonbeam 2, 3, 5 & 6	- Minerals and Geology	Developing Proposal Est. Scoping Start 07/2012	Expected: 09/2012	09/2012	Leslie Edlund 530-283-7622 ledlund@fs.fed.us
NEW LISTING	Description: Pick and shovel excavation, use of a metal detector for prospecting. Plan of Operations would authorize use of existing shed and gate.				
Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 27N, R11E, Sections 27 and 34. 12 miles east of Greenville, through the Lucky S mine to NFS Road 21N43, then left on access road.				
Storrie-Rich Fire Area Invasive Plant Treatment Project	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products)	In Progress: Scoping Start 03/09/2012 Est. 215 Comment Period Legal Notice 10/2012	Expected: 02/2013	05/2013	Courtney Rowe 530-283-7612 cjr@fs.fed.us
EA	Description: Treat up to 200 acres annually of priority invasive plant infestations using a combination of manual, mechanical, cultural, and chemical methods on NFS lands in watersheds affected by the Storrie and Rich fires.				
Web Link:	http://www.fs.fed.us/nepa/nepa_project_exp.php?project=38602				
Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R5E; T23N R6E; T24N R5E; T24N R5E; T24N R6E; T24N R7E; T25N R6E; T25N R7E; T25N R8E; T26N R6E; T26N R7E; T26N R8E. Watersheds affected by the Storrie and Rich fires; nearest town is Belden.				
Twin Fuels Reduction and Forest Restoration Project	- Fuels management	In Progress: 215 Comment Period Legal Notice 03/12/2012	Expected: 05/2012	06/2012	David Kinader 530-283-7676 dkinader@fs.fed.us
CE	Description: This project incorporates multiple objectives including reducing the risk of wildfire to homes and private property, protecting National Forest System facilities in the Halstead Campground, restoring fire adapted ecosystems, and enhancing black oak.				
Web Link:	http://www.fs.fed.us/nepa/nepa_project_exp.php?project=38669				
Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. Twin, California.				



Schedule of Proposed Action (SOPA)

07/01/2012 to 09/30/2012

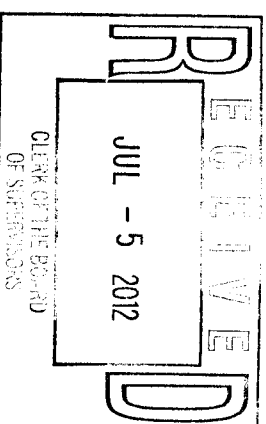
Plumas National Forest

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

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Projects Occurring Nationwide					
Gypsy Moth Management in the United States: A Cooperative Approach EIS	- Vegetation management (other than forest products)	In Progress: DEIS NOA in Federal Register 09/19/2008 Est. FEIS NOA in Federal Register 10/2012	Expected: 10/2012	01/2013	Noel Schneeberger 610-557-4121 nschneeberger@fs.fed.us
	Description: The USDA Forest Service and Animal and Plant Health Inspection Service are analyzing a range of strategies for controlling gypsy moth damage to forests and trees in the United States. Web Link: http://www.na.fs.fed.us/wv/eis/ Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide.				
Land Management Planning Rule EIS	- Regulations, Directives, Orders	Completed	Actual: 03/23/2012	08/2012	Brenda Haller-Glenn 202-260-9400 bhatterglenn@fs.fed.us
	Description: The Department of Agriculture proposes to promulgate a new planning rule, which will set out the process for development, revision, and amendment of National Forest System land management plans. Web Link: http://www.fs.usda.gov/planningrule Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Agency-wide Rule.				

Projects Occurring in more than one Region (excluding Nationwide)

BOS CORRESPONDENCE B



COMMISSIONERS
Daniel W. Richards, President
 Upland
Michael Sutton, Vice President
 Monterey
Jim Kellogg, Member
 Discovery Bay
Richard Rogers, Member
 Santa Barbara
Jack Baylis, Member
 Los Angeles

EDMUND G. BROWN, JR.



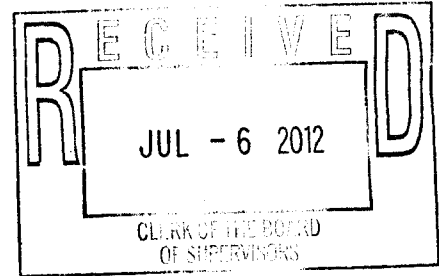
Governor

Sonke Mastrup
 EXECUTIVE DIRECTOR
 1416 Ninth Street, Room 1320
 Box 944209
 Sacramento, CA 94244-2090
 (916) 653-4899
 (916) 653-5040 Fax
 fgc@fgc.ca.gov

STATE OF CALIFORNIA

Fish and Game Commission

July 3, 2012



TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 163 and 164, Title 14, California Code of Regulations, relating to the commercial herring fishery, which will be published in the California Regulatory Notice Register on July 6, 2012.

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

Mr. John Mello, Marine Region, Department of Fish and Game, phone (707) 441-5755, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sheri Tiemann
 Staff Services Analyst

Attachment

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 1050, 5510, 8389, 8550, 8552.1, 8553 and 8555, of the Fish and Game Code and to implement, interpret or make specific sections 713, 1050, 7850, 7850.5, 7852.2, 7881, 8043, 8053, 8389, 8550-8557, and 8559 of said Code, proposes to amend sections 163 and 164, Title 14, California Code of Regulations, relating to the commercial herring fishery.

Informative Digest/Policy Statement Overview

Under existing law, herring may be taken for commercial purposes only under a revocable permit, subject to such regulations as the Commission shall prescribe. Current regulations specify: permittee qualifications; permit application procedures and requirements; permit limitations; permit areas; vessel identification requirements; fishing quotas; seasons; gear restrictions; and landing and monitoring requirements.

The proposed regulations would establish the fishing quota, season dates and times for fishing operations for the 2012-2013 season in San Francisco Bay based on the most recent biomass assessments of spawning populations of herring as well as season dates and times for fishing operations for the 2012-2013 season in Tomales Bay. There are no quota changes proposed for Crescent City Harbor, Humboldt or Tomales bays for the 2012-2013 herring season.

The following is a summary of the proposed changes in Sections 163, and 164, Title 14, CCR:

- Set the San Francisco Bay quota between zero (0) and 10 percent (0 and 6,099 tons) of the 2011-2012 spawning biomass. The Department is recommending that the San Francisco Bay quota be set at 2,854 tons, which is approximately five percent of the 2011-2012 spawning biomass. If the Commission were to adopt this option, a 2,854 ton quota would result in a 5.0 ton individual quota for a "CH" gill net permittee and a 3.1 ton individual quota for a non-"CH" gill net permittee participating in the HEOK fishery.
- Set the dates of the roe herring fisheries in San Francisco Bay for Odd and Even platoons in San Francisco Bay from 8:00 a.m. on Wednesday, January 2, 2013, until noon on Friday, March 15, 2013.
- Set the dates of the roe herring fishery in Tomales Bay from noon on Wednesday, December 26, 2012, until noon on Friday, February 22, 2013.

The proposed regulatory action will benefit fishermen, processors, and the State's economy in the form of a healthy sustainable fishery, and future harvestable herring populations.

The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity and the increase in openness and transparency in business and government.

The proposed regulations are neither inconsistent nor incompatible with existing state regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, on all actions relevant to this action at a hearing to be held in the State of California Resources Building, First Floor Auditorium, 1416 Ninth Street, Sacramento, California, on Wednesday, October 3, 2012, at 10:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before September 26, 2012, at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on October 1, 2012. All comments must be received no later than October 3, 2012, at the hearing in Sacramento, CA. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sheri Tiemann at the preceding address or phone number. **Mr. John Mello, Marine Region, Department of Fish and Game, (707) 441-5755 has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

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

- (a) **Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:**

The Department is providing the Commission a quota option range between zero to 10 percent of the 2011-2012 spawning biomass estimate of 60,985 tons. The potential changes to total State economic output, if the Commission were to choose a 10 percent, five percent, or zero percent option, are \$2,062,000, \$564,000, and \$(753,000), respectively, relative to last season. Both the 10 and five percent options result in positive incremental contributions

to total economic output for the State, whereas the zero percent option would result in an adverse economic impact to the State and loss of as much as \$753,000 (2011 dollars) in total economic output. This is based on an economic output multiplier of 1.99 used in calculating total direct, indirect, and induced effects arising from the California herring fishery.

Depending on which harvest option the Commission chooses for 2012-2013, the harvestable quota will be between zero and 6,099 tons. No adverse economic impacts to businesses in California would occur under the Department's recommended five percent quota of 2,854 tons. Moreover, given the overriding market conditions for herring roe (declining demand overseas and lower prices), none of the quota options are expected to affect the ability of California businesses to compete with businesses in other states.

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

Depending on which harvest option the Commission chooses for 2012-2013, the harvestable quota will be between zero and 6,099 tons. Both the 10 percent and five percent harvest options, result in positive incremental contributions to employment for the State of about 13 and four jobs, respectively, whereas a zero percent harvest could result in as much as 196 potential job losses. This is based on an employment multiplier of 12.7 jobs per each million dollar change in direct economic output from fishing activities in the California herring fishery, and a fleet of about 190 permittees.

The Commission anticipates benefits to the health and welfare of California residents. Providing opportunities for a herring fishery encourages consumption of a nutritious food.

The Commission does not anticipate any non-monetary benefits to worker safety.

The Commission anticipates benefits to the environment by the sustainable management of California's herring resources.

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

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action. There are no new fees or reporting requirements stipulated under the proposed regulations.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.
- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

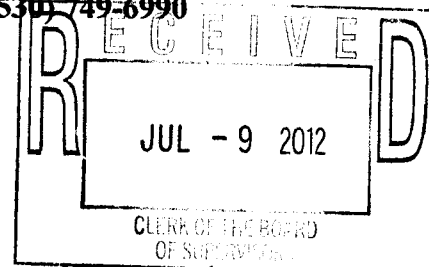


THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990



July 6, 2012

OFFER TO SELL SURPLUS LAND

The Three Rivers Levee Improvement Authority ("TRLIA") hereby offers to sell the surplus land shown on the attached map in accordance with the provisions of Section 54220 through 54227 of the Government Code.

The following facts pertain to this land:

1. Location: The property is located landward (east) of the Feather River Setback Levee and north of Anderson Avenue in the town of Olivehurst.
2. Assessor Parcel Number: 014-290-034 Size: 23.406± acres
3. Acquisition: Acquired for the Phase 4, Feather River Repair Project, Feather River Setback Levee Project Segment 2 by Final Order of Condemnation recorded 10/20/2008 as Document No. 2008R-016140, Yuba County Records, pursuant to DWR Agreement No. 4600008049
4. Present Zoning: The property is designated AE-40 which is an Exclusive Agriculture Zone with 40 acre minimum lot sizes allowed.
5. Highest and Best Use: Agricultural/rural residential use.

Any sale pursuant to the above-noted statutes will be at current appraised fair market value.

Please notify the undersigned within sixty (60) days of your receipt of this notice if you desire to purchase this surplus land. If we do not hear from your agency within sixty (60) days, the surplus land will be disposed of in another manner.

In the event we receive offers for the purchase of this surplus land from more than one entity, first priority shall be given to the entity which agrees to use the site for housing for persons or families of low – or moderate – income.

If notice of intent to purchase this surplus land is received within sixty (60) days of receipt of this letter, TRLIA will prepare an appraisal of the surplus land. Upon completion of the appraisal, TRLIA will commence negotiations with your agency pursuant to Government Code section 54223 regarding the sale of the land. If the price cannot be agreed upon after a sixty (60) day negotiations period, TRLIA may dispose of the land without further regard to Government Code section 54220.

Paul G. Brunner, Executive Director

Return Receipt Requested

Attachments (2): Parcel Map and Resolution No. 2011-10

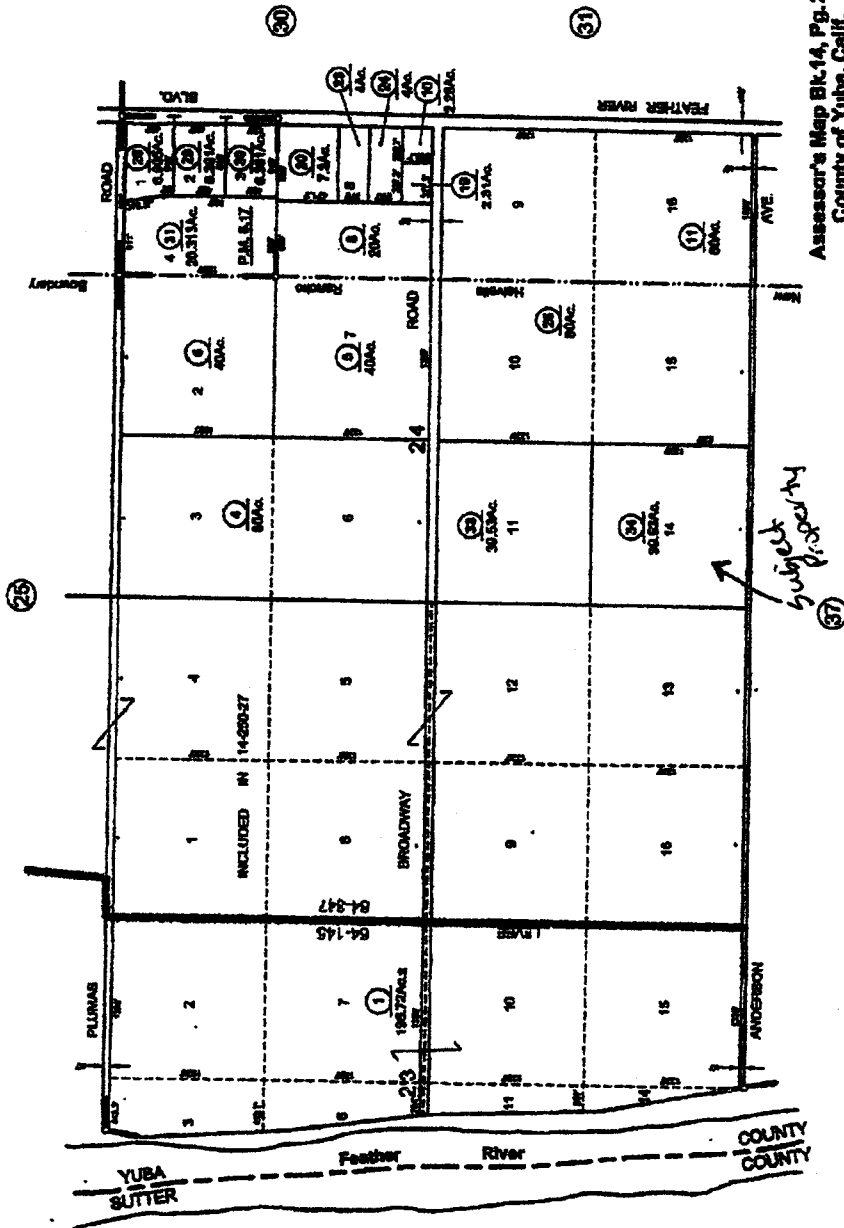
cc: Department of Water Resources: Division of Flood Management, Division of Engineering

BOS CORRESPONDENCE D

14-29

Tax Area Code
64-347
64-145

BLOCK 23, 24, ARBOGA COLONY



Assessor's Map Blk. 14, Pg. 29
County of Yuba, Calif.

JUN 1 8 2005

R.S. - Blk. 24, Pg. 7 (Parcel Map 8.17)
R.S. - Blk. 1, Pg. 31 (Arboga Colony)
R.S. - Blk. 10, Pg. 45 (Par. Blk. 24)

Index - 7
NOTE - Assessor's Book Numbers Shown in Blue
Assessor's Parcel Numbers Shown in Circle
NOTE: This map was prepared for assessment purposes only, and is not intended to show legal boundaries or other information concerning title or other matters.

The foregoing instrument is a Correct Copy
of the original on file in this office
ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors of the
County of Yuba, State of California

By Donna Stottlemeier
Date: April 14, 2008

RESOLUTION NO. 2011- 10

**A RESOLUTION BY THE BOARD OF DIRECTORS OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
DECLARING CERTAIN REAL PROPERTY AS
SURPLUS AND AUTHORIZING THE SAME FOR DISPOSITION**

WHEREAS, Three Rivers Levee Improvement Authority ("TRLIA") is the owner of approximately 39.53 acres of real property located on Anderson Avenue in Marysville, California (Assessor's Parcel No. 014-290-034) (the "Property"); and

WHEREAS, TRLIA acquired the Property for the purpose of installing and constructing the Three Rivers Phase 4 Levee Repair Project (the "Project"); and

WHEREAS, approximately 23.406 acres of the Property ("Surplus Property") that was used as a staging area for construction of the Project is no longer needed for the Project. The Surplus Property is more particularly described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto and incorporated herein by reference; and

WHEREAS, the Surplus Property is no longer necessary for TRLIA's use; and

WHEREAS, the Surplus Property is currently suitable to be declared as surplus, and be disposed of in conformance with California Government Code Sections 54220-54232.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of the Three Rivers Levee Improvement Authority hereby declares the Surplus Property as surplus.
2. The Board hereby authorizes and directs the Executive Director to commence the procedures for disposing of surplus land pursuant to California Government Code Sections 54220-54232.

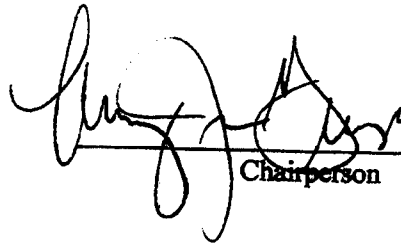
PASSED AND ADOPTED this 18th day of October, 2011, by the Board of Directors of Three Rivers Levee Improvement Authority by the following vote:

AYES: Directors Brown, Crippen, Graham, Griego, Nicoletti

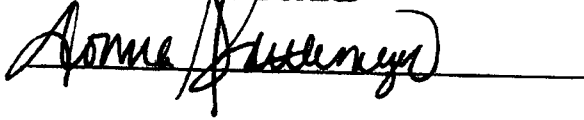
NOES: None

ABSENT: None

ABSTAIN: None


Chairperson

ATTEST: DONNA STOTTLEMEYER,
CLERK OF THE BOARD


Donna Stottlemeyer

APPROVED AS TO FORM: GENERAL COUNSEL
SCOTT SHAPIRO

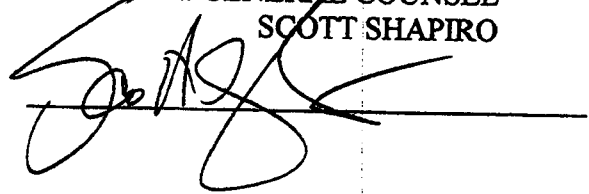

Scott Shapiro

Exhibit 'A-1'

All that Real property situated in the County of Yuba, State of California, being a portion of the real property described in the Final Order of Condemnation, recorded in Document No. 2008R-016140, Official Records of said County, being a portion Lot 14, Block 24 as shown upon that certain map entitled "Arboga Colony", filed in the Office of the Recorder in said County and State in Book 1 of maps at Page 31, and situated in the Southwest One Quarter of Section 24 Township 14 North, Range 3 East of the Mount Diablo Meridian, being more particularly described as follows:

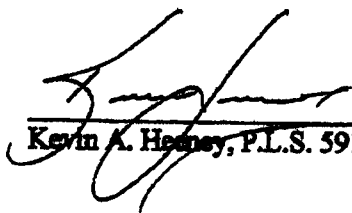
Beginning at an Iron Pipe marking the Southeast corner of said Lot 14; thence along the South line of said Lot 14, South $89^{\circ}45'45''$ West, 588.73 feet; thence leaving said South line, North $00^{\circ}17'03''$ West, 230.00 feet; thence parallel with said South line, South $89^{\circ}45'45''$ West, 200.00 feet; thence North $00^{\circ}17'03''$ West, 92.56 feet; thence North $03^{\circ}03'55''$ West, 998.65 feet more or less to a point on the North line of said Lot 14; thence along said North line, North $89^{\circ}45'45''$ East, 837.61 feet to the Northeast corner of said Lot 14; thence along the East line of said Lot 14, South $00^{\circ}15'56''$ East, 1320.00 feet more or less to the Point of Beginning, containing 23.406 acres, more or less.

See Exhibit 'A-2' attached hereto and made a part of this description.

End of description

The Basis of Bearings for this description is the California Coordinate System Zone 2.

This description has been prepared by me or under my direct supervision.


Kevin A. Heaney, P.L.S. 5914

10/15/2011
Date



L12

L11

L10

ARBOGA COLONY NO. 1

N 89°45'45" E

1320.00'

462.39'

837.61'

N

W-Ct-A-E

S

L13

S 00°15'56" E 1320.00'

S 89°06'14.55" E 50.00'

23.406 Ac.

L14

T.R.L.I.A.

2008-016140

L15

S 00°15'56" E 1320.00'

S 89°45'46" W

200.00'

N 00°17'03" W
92.96'FOUND
PK NAIL

531.27'

230.00'

230.00'

S 89°17'03" W

200.00'

1320.00'

POINT OF
BEGINNING

ANDERSON

AVENUE

The foregoing instrument is a Correct Copy
of the original on file in this office
ATTEST: DONNA STOTTEMEYER
Clerk of the Board of Supervisors of the
County of Yuba, State of California

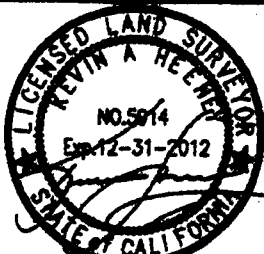
L4

FOUND IRON PIPE
SE COR. LOT 14

L3

L2

Donna Stottlemyer
Date: *October 20, 2011*



DATE: 10/18/2011

Exhibit 'A-2'

DATE: 11/12/2011

DRAWN BY: KAH

SHEET
1 of 1

OWNER: Three Rivers Levee Imp. Auth.

SCALE: 1"=300'

JOB NO. 05-000-005

A.P.N. 014-290-034

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

AREAS:
23.406 Ac.FEATHER RIVER SETBACK LEVEE
Reclamation District 784

cta

Engineering & Surveying

A PORTION OF LOT 14, BLOCK 24, ARBOGA COLONY NO. 1
BK. 1 MAPS, PG. 21

COUNTY OF YUBA

STATE OF CALIFORNIA