

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.

MAY 14, 2013

8:30 A.M. YUBA COUNTY WATER AGENCY

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Griego
- 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. Board of Supervisors
 1. Appoint Andy Vasquez as First Five Yuba Commissioner and John Nicoletti as alternate effective June 1, 2013. (No background material) (181-13)
 - B. Clerk of the Board of Supervisors
 1. Appoint Vera Correa to the Yuba County Planning Commission as the District Three Representative for a term to expire January 10, 2017. (182-13)
 2. Reappoint Melinda Staples to the First Five Yuba Commission for a term to end April 25, 2016. (183-13)
 - C. Community Development and Services
 1. Adopt resolution authorizing Right of Way purchase from AWW2, L.P., being a portion of APN 020-040-043 and authorizing the Public Work Director to execute all documents required to finalize said purchase. (184-13)
 2. Award contract to Quincy Engineering, Inc. for professional design services for the Spring Valley Road Bridge Replacement project and authorize the Chair to execute same. (185-13)
 3. Award contract to Knife River Construction, apparent low bidder, for Hammonton Smartsville Road shoulder widening and overlay project and authorize the Chair to execute upon review and approval of County Counsel. (186-13)
 - D. Emergency Services
 1. Adopt resolution authorizing the Yuba County Sheriff's Office, Health and Human Services Department and Office of Emergency services to execute a Memorandum of Understanding with Beale Air Force Base for the purpose of coordinating the Strategic National Stockpile (SNS), and authorize the Chair to execute same. (188-13)
 - E. Health and Human Services
 1. Adopt resolution authorizing the Chair to execute Counseling and Therapeutic Services agreements for Child Welfare Services - Health and Human Services (Ten minute estimate) (189-13)

2. Adopt resolution authorizing the Director of Health and Human Services to execute specific new and ongoing contracts, agreements, cooperative agreements, grants, memorandums of understanding in an amount less than \$50,000 for Fiscal Year 2013/2014 or multi-years, and authorizing the Chair to accept funds. (Human Services Committee recommends approval) (190-13)
3. Authorize Budget Transfer in the amount of \$531,750 from Account No. 100-0000-361-45-00 (State/Social Services Administration) to various line items for upgrade of Local Area Network with Presidio Network Solutions. (191-13)

IV. **SPECIAL PRESENTATION**

- A. Receive Sheriff's Department's 2012 Annual Report and presentation. (Fifteen minute estimate) (192-13)

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. Auditor-Controller

1. Authorize Budget Transfer in the total amount of \$24,575 from salaries and benefits to Account No. 101-0400-412-1700 (Equipment) to provide for technology upgrades. (193-13)

B. Board of Supervisors

1. Appoint one at-large representative to the Yuba County Fish and Game Advisory Commission for a term to end July 24, 2015. (Five minute estimate) (194-13)

C. County Administrator

1. Adopt resolution repealing and reenacting certain sections of the Yuba County Administrative Policy and Procedures Manual. (Finance and Administration Committee recommends approval) (187-13)
2. Adopt resolutions amending the position allocation and basic salary schedules establishing a Chief Information Officer in the information technology division of Administrative Services. (Ten minute estimate) (195-13)

D. Treasurer-Tax Collector

1. Authorize transfer of unclaimed monies to the General Fund for the following: Prisoner Fund Trust \$3,049.90 - Secured Holding Trust \$114.44 - Unsecured Holding Trust \$745.61 - Refund Transfer Fund \$177.83. (Ten minute estimate) (196-13)

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

- A. Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and summary abatement costs and recording of lien regarding 5952 Park Avenue (Murry A. Kay), Linda in the amount of \$5,530.76. (197-13)
- B. Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and summary abatement costs and recording of lien regarding 5878 'G' Riverside Drive (Harold Ervine Coones), West Linda in the amount of \$8,033. (198-13)

- C. Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and summary abatement costs and recording of lien regarding 5872 'E' Riverside Drive (W.D. Jr. and Juanita Cozine), Linda in the amount of \$7,158. (199-13)
- D. Public Hearing - Hold public hearing and adopt resolution confirming the diagram and assessments within Gledhill Landscaping and Lighting District. (Five minute estimate) (200-13)
- E. Public Hearing - Hold public hearing and adopt resolution determining and imposing assessment within Linda Street Lighting Maintenance District. (Five minute estimate) (201-13)

VIII. **CORRESPONDENCE** - (202-13)

- A. Two Notices from California Fish and Game Commission regarding regulatory action to Depredation Permit Application and Form, Bobcat Depredation, and commercial/passenger fishing reports and logbooks.

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

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

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 006-180-056, 061, 062, 066/Barbour, Merlynn Negotiating Parties: Mike Lee Negotiation: Terms and Price
- B. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/Unrepresented and County of Yuba

XI. **ADJOURN**

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

05-10-2013 - 11:00 A.M. **Olivehurst Public Utility District/County Liaison Committee - CANCELLED**
OPUD Board Room
1970 9th Avenue
Olivehurst, California 95961

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

PUBLIC INFORMATION

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

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

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

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

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

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

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

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

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

End



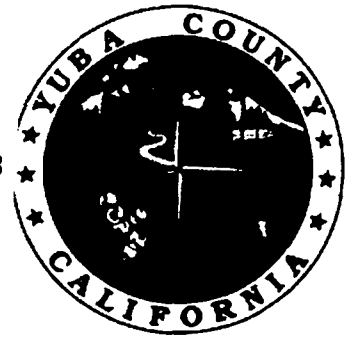
CONSENT
AGENDA

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The County of Yuba

Office of Clerk of the Board of Supervisors

182-13



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

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

Subject: Yuba County Planning Commission – District Three Representative

Date: May 14, 2013

Recommendation

Appoint Vera Correa to the Yuba County Planning Commission as the District Three Representative for a term to expire January 10, 2017.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This vacancy was posted as a scheduled vacancy due to the expiration of Mr. James Rippey's term January 2013. Supervisor Griego recommends appointment.

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

Fiscal Impact

None for appointment. Planning Commissioners receive \$75 per meeting attended.

Committee Action

None required.

/rf

attachment

The County of Yuba

RECEIVED

MAY 2 2013



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

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE:

Commission, Planning

APPLICANT NAME:

VERA CORREA

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

PHYSICAL ADDRESS
(Street, City, Zip):

TELEPHONE:

HOME:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER: 3

Cosmetologist

MARY JANE GREIGO

REASONS YOU WISH TO
SERVE ON THIS BODY:

To help implement and improve growth
in a controlled and conscientious manner.

QUALIFICATIONS:

Life and wanting to see growth in
RESPONSIBLE way

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

South Yuba Economic & Improvement Committee,
Community Services Commission

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

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

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

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

Vera Correa
SIGNATURE

May 1, 2013
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

A handwritten signature in cursive script, appearing to read "Donna Stottlemeyer", is written over the "From:" line.

Subject: First Five Yuba Commission – One Representative

Date: May 14, 2013

Recommendation

Reappoint Melinda Staples to the First Five Yuba Commission for a term to end April 25, 2016.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This is a scheduled vacancy due to the expiration of Ms. Staples' term who has been serving on the commission since September 2011 and wishes to continue in this capacity. A letter requesting reappointment and recommendation from the Commission are attached for your review and consideration.

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

Fiscal Impact

None

Committee Action

None required.

/rf

Attachment



Memorandum

To: Board of Supervisors
CC: Clerk of the Board
From: First Five Yuba Executive Director, Cynthia Sodari
Date: 4/30/2013
Re: Recommendation to Reappoint Melinda Staples to the First Five Yuba Commission for an additional three years

RECEIVED
MAY 1 2013
Clerk/Board of Supervisors

C. Sodari

First Five Yuba Commissioners are appointed by the Board of Supervisors for three year terms. Melinda Staples first three year term ended April 29, 2013.

Current bylaws:

"Length of Term: The term of office of each member shall be for three (3) years and until the appointment of his/her successor. Each member may continue to serve three year terms if desired and approved by the Commission and Board of Supervisors."

Melinda Staples has requested reappointment per the attached letter.

The First Five Yuba Commission has reviewed the request for reappointment at their April 4, 2013 meeting and has approved Commissioner Melinda Staples for an additional three years. The First Five Yuba Commission is recommending to the Board of Supervisors to reappoint Melinda Staples to the First Five Yuba Commission for an additional three years.

Please consider this recommendation and contact our office if you have any questions or concerns.

Thank you.

March 19, 2013

Subject: Letter of Request Appointment First Five Commission Recommendation for Melinda Staples

Objective: First Five Commission Recommendation

To Whom It May Concern:

I am writing this request to the First Five Commission to recommend me for another term on the commission.

I was appointed to the First Five Commission in September 2011 and my term expires on April 29, 2013.

I believe my background, community involvement, education, and experience make me qualified for this commission.

Sincerely,

Melinda Staples

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

May 14, 2013



184-13

BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: ACQUISITION OF RIGHT OF WAY ALONG NORTH BEALE ROAD, BEING A PORTION OF APN 020-040-043, FROM AWW2, L.P. FOR THE NORTH BEALE ROAD BUS SHELTER PROJECT

RECOMMENDATION:

Adopt the attached resolution authorizing the Public Works Director to complete the Right of Way purchase for a portion of of APN 020-040-043 from AWW2, L.P. including the execution of any necessary documents subject to County Counsel review.

BACKGROUND:

Yuba County is proposing to construct a new bus shelter along the north side of North Beale Road near its intersection with Lowe Avenue. The bus shelter project requires the acquisition of a small amount of right of way. The subject acquisition will complete the right of way needed for construction of the project.

DISCUSSION:

The County is acquiring 2,200 square feet of Right of Way, 5,800 square feet of Temporary Construction Easement, and 3,000 square feet of Public Utility Easement from AWW2, L.P. A mutually acceptable purchase price for the AWW2, L.P. property was negotiated at \$4,300.00.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as the terms of the purchase were previously discussed with the full Board.

FISCAL IMPACT:

The total negotiated purchase price for the Right of Way acquisition is \$4,300.00 which will come from the Road Fund.

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

**RESOLUTION AUTHORIZING THE)
PURCHASE OF RIGHT OF WAY FROM)
AWW2, L.P, BEING A PORTION OF APN)
020-040-043 AND AUTHORIZING THE)
PUBLIC WORKS DIRECTOR TO EXECUTE)
ALL DOCUMENTS REQUIRED TO)
FINALIZE SAID PURCHASE)**

RESOLUTION NO. _____

WHEREAS, AWW2, L.P. owns the real property consisting of APN: 020-040-043; and

WHEREAS, a portion of APN: 020-040-043 is needed for the North Beale Road Bus Shelter Project; and

WHEREAS, the Board has previously approved the Public Works Director to make, and he has made, a purchase offer to the current owner of the property, which has been accepted;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Public Works Director to complete the purchase of the Right of Way for a portion of APN: 020-040-043 needed for the North Beale Road Bus Shelter Project, and execute any necessary documents needed to complete the purchase/escrow, subject to County Counsel review.

PASSED AND ADOPTED this _____ day of _____
2013, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors
County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

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

By: _____



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



185-13

BUILDING
749-5440 • Fax 749-5616

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

May 14, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: AUTHORIZATION TO AWARD AND EXECUTE AGREEMENT WITH QUINCY ENGINEERING, INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE SPRING VALLEY ROAD BRIDGE REPLACEMENT PROJECT

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve, and authorize its chairman to execute the agreement with Quincy Engineering, Inc. to provide professional design guidance services to perform work for the Spring Valley Road Bridge Replacement Project.

BACKGROUND:

The existing bridge along Spring Valley Road is currently rated as structurally deficient and is in need of replacement. The County has been working with SACOG and Caltrans to authorize funds for the design and construction of a replacement bridge. Funds for preliminary engineering work have been authorized and a request for proposals for professional design guidance services was circulated. The County received three proposals from consultants. County staff reviewed and ranked the proposals resulting in a decision to recommend award of the work to Quincy Engineering, Inc. in the amount of \$90,177. Construction of the bridge is tentatively scheduled for 2014.

DISCUSSION:

The work provided will consist of design guidance services for the bridge structure. The County will be responsible for roadway design, right of way acquisition, utility coordination, and project management. The purpose of this project is to replace a structurally deficient bridge with a new structure that meets current standards.

COMMITTEE ACTION:

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

FISCAL IMPACT:

Design guidance services for the preparation of the bridge plans, specifications and estimate will not exceed \$90,177. The design for this project will be 100% funded through the Federal Highway Bridge Program (HBP) and Toll Credits.

**AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT for Professional Engineering services for the Spring Valley Road over Browns Valley Ditch Bridge Replacement Project, Bridge No. 16C0083 ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Quincy Engineering, Inc.
"CONSULTANT"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: March 25, 2013

Termination Date: March 24, 2015

The term of this Agreement shall become effective on March 25, 2013, and shall continue in force and effect for a period of two (2) years, unless sooner terminated in accordance with the terms of this Agreement.

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

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT.

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

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

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

Director of Public Works is the representative of the COUNTY and will administer this Agreement for the COUNTY. Steve Mellon is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A – Scope of Work
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions

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

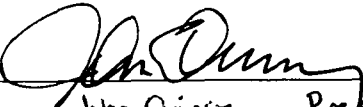
IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2012.

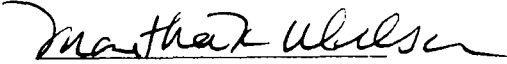
"COUNTY"
COUNTY OF YUBA

"CONSULTANT"


Board of Supervisors, Chair


John Quincy, President
Quincy Engineering, Inc.

INSURANCE PROVISIONS APPROVED


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


for Angil Morris-Jones,
County Counsel

COUNTY OF YUBA
Quincy Engineering, Inc. – Spring Valley Road over Browns Valley Ditch Bridge Replacement
Project, Bridge No. 16C0083

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are included in the attachment labeled Exhibit 1: Scope of Work which is made part of this agreement.

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY. CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA

Quincy Engineering, Inc. – Spring Valley Road over Browns Valley Ditch Bridge Replacement
Project, Bridge No. 16C0083

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed NINETY THOUSAND ONE HUNDRED SEVENTY SEVEN dollars (\$90,177.00); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed NINETY THOUSAND ONE HUNDRED SEVENTY SEVEN dollars (\$90,177.00) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

COUNTY OF YUBA

Quincy Engineering, Inc. – Spring Valley Road over Browns Valley Ditch Bridge Replacement
Project, Bridge No. 16C0083

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

C.2 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS AND REPORTING. CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions. In conjunction with records retention and access, CONSULTANT will provide any reporting information necessary to meet federal reporting requirements.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

C.6 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 COPYRIGHTS, PATENT AND TRADEMARKS. CONSULTANT guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork incorporated into the provided product are owned by the CONSULTANT, provided and owned by the COUNTY or the CONSULTANT has permissions from the rightful owner to use each of these elements. The CONSULTANT will hold harmless, protect, and defend the COUNTY from any claim or suit arising from the use of such elements furnished by the CONSULTANT.

C.9 DEBARMENT. COUNTY has verified that the CONSULTANT does not hold any debarment or suspension filings as verified at www.epls.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

C.10 FEDERAL FUNDING. This project is a federal funded project and must meet the provisions for contracts awarded with federal funds. These provisions include that all contracts, CONSULTANTs and consultants must adhere to the provisions of the Copeland "Anti-kickback Act" and the Contract Work Hours and Safety Standards Act (CWHSSA). More information regarding these provisions can be found at the following web addresses: www.dol.gov/compliance/guide/cwhssa.htm and www.dol.gov/compliance/guide/kickback.htm. Additionally, further provisions must be adhered to as outlined in the Code for Federal Regulations (CFR) 44, Part 13, Sub C, Section 13.36 (i).

C.11 COST PRINCIPLES. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the LOCAL AGENCY.

C.12 CONTINGENT FEES. The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

C.13 EQUIPMENT PURCHASE. Prior authorization in writing, by the LOCAL AGENCY's Contract Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service or consulting work not covered in the CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by the LOCAL AGENCY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit the LOCAL AGENCY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the LOCAL AGENCY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project. All subcontracts in excess \$25,000 shall contain the above provisions.

C.14 CONFLICT OF INTEREST. The CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in

connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

COUNTY OF YUBA

Quincy Engineering, Inc. – Spring Valley Road over Browns Valley Ditch Bridge Replacement
Project, Bridge No. 16C0083

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment

including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

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

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

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

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

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

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

D.7 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove

any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

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

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

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

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

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

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

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

In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its

attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

Department of Public Works
County of Yuba
Attn: Director of Public Works
915 8th Street
Suite 125
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Quincy Engineering, Inc.
Attn: Steve Mellon
3247 Ramos Circle
Sacramento, CA 95827

COUNTY OF YUBA

Quincy Engineering, Inc. – Spring Valley Road over Browns Valley Ditch Bridge Replacement
Project, Bridge No. 16C0083

Attachment E – Insurance Provisions

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

4. **Professional Liability** (Errors and Omissions) Insurance as appropriate to CONSULTANT’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

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

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

Professional Engineering Services

The following is Quincy Engineering Inc. (Quincy) detailed Scope of Work and understanding of the tasks required for the Spring Valley Road over Browns Valley Ditch Bridge (Br. No. 16C0083)

In general, the new bridge design will be for a single span, cast-in-place, reinforced concrete, slab structure supported on diaphragm abutments. Bridge Plans, technical specifications, and estimates will be prepared, and improvements will be designed in accordance with the current Caltrans Procedures Manual, Highway Design Manual, 2010 Standard Specifications, 2010 Standard Plans, and Caltrans Bridge Design documents and manuals.

The County is requesting to use this bridge project as an opportunity for County staff to learn additional bridge design fundamentals. Tasks 1-10 will incorporate this specific staff training in a practical, hands on way as the project development process unfolds.

PRELIMINARY ENGINEERING & STUDIES & BRIDGE TYPE SELECTION

TASK 1.0 - Project Management & Coordination

The County will provide management of the project and coordination between County staff, consultants, and other various state and federal agencies as required to complete the tasks defined within the scope of work. Quincy will assist the County as follows:

Kick-off Meeting: For a successful project, it is very important for key personnel from the County and Quincy to thoroughly discuss the project background, scope, concepts, schedule, areas of concern, and management, and gather all existing information about the project that has not been previously obtained.

As part of this task, Quincy will attend a field review/kick-off meeting to bring the County, Caltrans, Quincy, other County subconsultants, and all interested parties together to form a cooperative effort toward timely completion of this project.

The County will also complete all necessary documents required by the Local Assistance Procedures Manual including authorization requests, finance letters, and Scope/Cost/Schedule Change requests.

Project Meetings: In relation to bridge design components of the project, Quincy will work with the County to schedule, prepare agenda items, prepare engineering visual displays, and attend meetings. We anticipate the following project meetings:

- Kickoff
- Progress, coordination, status meetings. The meetings are expected to include the 35%, 65%, and 95% PS&E completion stages.

Project Management: Communication is the key to a successful project. The Quincy management style is very "hands on" from a coordination point of view and is a continuous activity from the scoping/negotiations phase through the final design.

Quality Control Plan: Quincy will implement our QA/QC plan on all elements of the project. This plan consists of continuous reviewing of each project's products from "beginning to end". It includes an independent check, constructability review, and a complete overview review of the projects (see Task 7.0 – Final Design and Engineering Services).

Project Schedule: In coordination with the County, Quincy will develop a bridge project schedule showing project phases, each task, start and end dates, and task duration. This schedule will be updated and coordinated with the County as appropriate.

Quincy Products:

- Final Scope
- Bridge Schedule
- Field Review/Kickoff Meeting
- Project Progress Meetings

TASK 2.0 – Survey and Base Mapping

The County will provide survey and base mapping information to Quincy to be used for design.

Base Mapping/Topographic Survey: The County, through a consultant (NV5), will provide the necessary field survey and related office work. The survey work will, in general, consist of providing ground surveys, record data search, and boundary survey. From the survey data generated, the County will prepare the required base maps in an electronic data format to be used during design. The base maps should include a digital terrain model (DTM) providing all required contours and topographic features. Additionally, the County will survey creek cross-sections for the hydrology/hydraulic studies for each project (Task 3). Typically, this survey work will consist of a number of upstream and downstream cross-sections of the existing channel. These sections will be used as stream-modeling data for determining water surface profiles (Hydraulic Study).

County Products: Topographic Surveys and Mapping
 Creek Cross Sections

TASK 3.0 – Hydrology/Hydraulic Studies

The County will provide hydrology and hydraulics information to Quincy to be used for design.

Hydrology/Hydraulics: The County, through a consultant (NV5), will provide the necessary studies including, flood plain risk assessments, Bridge Location Hydraulic Study and the Bridge Design Hydraulic Study Reports. Quincy will assist the County with providing necessary bridge structure information required to complete the studies and review and comment on the draft reports for completeness and accuracy.

County Products: Flood Plain Risk Assessments
 Bridge Location Hydraulic Study Reports (Draft and Final)
 Bridge Design Hydraulic Study Reports (Draft and Final)

TASK 4.0 – Geotechnical Investigation

Geotechnical investigations will be performed by Quincy's subconsultant Taber Consultants (Taber).

Geotechnical services for this project are proposed to include Preliminary, Draft, and Final Foundation Investigation Reports. The reports will provide preliminary and final foundation recommendations and seismic design criteria. Performance of existing roadway/pavement evaluation is specifically excluded from the scope of work; however Resistance-value (R-value) testing is to be performed for new pavement section determination.

Preliminary Foundation Report

The Preliminary Foundation Report (PFR) will summarize anticipated earth materials and conditions based on review of record documents, published geologic data, and site exposures; provide preliminary seismic input parameters consistent with current Caltrans practice (including preliminary ARS curve and liquefaction potential); discuss roadway approach and channel bank conditions, excavation conditions, and discuss conditions and constraints on likely foundation types.

Taber will review published documents and make a site review. Field exploration is expected to be within County right-of-way. Taber assumes that rights of entry (if needed) will be provided by the County. Taber will coordinate encroachment (assume no fee per RFP) and environmental health permits with the County as required. No other permits are expected to be required for this project.

Prior to commencement of field exploration, Taber will mark the sites and notify Underground Service Alert (USA) for location of underground utilities. Field exploration will be coordinated with County personnel in accordance with permit requirements as necessary.

Bridge Foundation Investigation

The Foundation Investigation Reports will summarize subsurface exploration and field and laboratory soils testing, include a "Log of Test Borings" drawing (suitable for inclusion with plans), and discuss encountered earth materials and foundation conditions. Seismic criteria for use in structure design (peak bedrock acceleration, soils profile type, ARS Curve etc.) will be provided in accordance with typical Caltrans practice, including an evaluation of the potential geohazards such as seismically induced liquefaction, settlement, and ground instability.

The reports will include scour considerations (based on Hydraulics Report prepared by others and/or with reference to 1991 FHWA memorandum "Scourability of Rock Formations", if applicable) and discuss structure foundation conditions/constraints and recommended type, level and loading of bridge foundation elements. Recommendations for the approach roadway (fill, subgrade preparation and new pavement sections) will also be

provided. The reports also discuss encountered earth materials and conditions with respect to their effects on construction. Taber's services also include limited consultation regarding questions of foundation materials/conditions that may emerge during design and review of structure plans and specifications with respect to our recommendations.

Laboratory testing to supplement field evaluation of soils parameters is expected to include moisture-density, unconfined compressive strength determinations, and corrosivity testing (pH/minimum resistivity/sulfate/chloride content) on selected samples. Additional testing may also include triaxial strength, point load, and other tests as deemed necessary. We will also complete an R-value test on a bulk sample of anticipated subgrade materials.

Subsurface exploration to adequately define earth materials and foundation conditions for the proposed bridge structure is expected to include one boring to 30 to 40-ft depth at/near one abutment. The sampled boring will be supplemented by an impact-driven cone penetration boring at/near the other abutment. It is anticipated that diamond bit coring will be required to advance the sampled boring within the underlying rock. Exploration/testing in evaluation of approach roadway embankment/ subgrade conditions will include a shallow test boring (5-10±ft deep) at each approach.

Exploration Details

Taber proposes to recover samples of soil from the borings at 5±ft intervals using Standard Penetration Test (SPT) and larger diameter split-spoon samplers as necessary. Diamond bit rock coring equipment will be used to penetrate rock and recovered core will be retained for reference. The encountered soil/rock will be field classified and borings will be logged (including groundwater conditions) by an engineer/geologist. Taber has also made provision for drill cutting disposal. The borings will be backfilled in accordance with County permit requirements.

Taber expects to complete one boring to 30 to 40-ft depth at/near one abutment, supplemented by an impact-driven cone penetration boring at the other abutment. Two shorter borings (5-10±ft deep) will be completed for the approach roadway. Taber expects that a lane closure (with flaggers) will be required to complete the borings at this site due to the narrow traffic lanes with limited shoulder width and overhead/underground utilities along the shoulders.

Taber's scope of proposed geotechnical services specifically excludes sampling for or evaluation of the presence or distribution of hazardous materials. If hazardous materials are identified during field exploration, work will be stopped at that location and the County notified; a modified scope of services may be required.

Taber Products: Preliminary Foundation Report
 Bridge Foundation Investigation Reports (Draft and Final)
 "Log of Test Borings" drawings

TASK 5.0 - Preliminary Engineering

Quincy will review and provide comments on the County prepared bridge type selection based on the initial County design work, preliminary environmental, hydraulic, and geotechnical investigations, and site conditions.

Bridge Type Selection Memo: The preliminary roadway alignment has been developed by the County. Preliminary Plan and Profile (Geometric Approval) drawings will be prepared by the County for the proposed alignment. Quincy can assist the County with addressing other issues affecting the final design such as right-of-way, construction access, shoulder widths, utility relocation, traffic detours, drainage, and anticipated design exceptions (if required).

The appropriate bridge structure type is dictated by public safety, environmental and hydraulic concerns, right-of-way, subsurface materials at the site, and economics. Based on the final site information, geotechnical report, hydraulics report and the preliminary environmental findings, County staff has looked at various bridge alternatives for this project. Different foundation types (i.e., CIDH piles, conventional driven piles with footings, etc.) will be further evaluated by the County. The purpose of this type selection was to evaluate feasible structure alternatives and develop a recommendation structure type and alignment.

County Product: Spring Valley Road Draft and Final Bridge Type Selection Memorandum

TASK 6.0 – Environmental Studies/Permitting

The County, through a consultant (Gallaway Enterprises), will provide environmental studies and permit information to Quincy to be used for design.

NEPA/CEQA: The County will provide the necessary studies to satisfy the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements for these projects. Quincy will assist the County with providing necessary bridge information required to complete the studies and review and comment on the draft reports for completeness and accuracy.

Permitting: The County will prepare the project's environmental documents and obtain the necessary permits from the various affected agencies (State Department of Fish and Game, U.S. Army Corps of Engineers, California Valley Flood Protection Board, and California Regional Water Quality Control Board). From our past experience, it is important that all affected agencies are brought on board early in this phase and are kept well informed as project development proceeds. The following is a partial list of permits that are expected to be needed on this project.

Section 404, Nationwide Permit Authorization:

The Corps is charged, under Section 404 of the Clean Water Act, with protecting the waters of the United States to preserve interstate or foreign commerce. Project proponents are required to secure a Department of the Army permit for work that results in the discharge of dredged or fill material into waters of the United States. Implementation of the proposed project may result in a discharge of fill into "waters of the U.S.", thus requiring 404 Permit.

Section 401, Water Quality Certification:

The RWQCB, under Section 401 of the CWA, is charged with protecting the water quality by regulating the discharge of materials into waters of the United States. Project proponents are required to secure a Section 401 Water Quality Certification from the RWQCB before any fill activity within waters of the United States can be authorized by the Corps.

Section 1602, Lake or Streambed Alteration Agreement:

The CDFW is charged with the protection and conservation of fish and wildlife resources under Section 1601-1607 of the California Fish and Wildlife Code. The CDFW must be notified of any activity that impacts riparian corridors and wetlands so that they may conduct an onsite investigation to review the impacts of the project on any wildlife resources that may exist. Project proponents are required to enter into a Lake or Streambed Alteration Agreement with CDFW before construction of any project that will change the flow, bed, channel, or bank of any river, stream, or lake, or use materials from the streambed.

Regional Water Quality Control Board – NPDES General Construction Permit:

If the project impact area at each location exceeds one acre, the County will be required to prepare the Notice of Intent, Post-Construction Calculations, Risk Assessment, site map and "conceptual" Storm Water Pollution Prevention Plan (SWPPP) required for obtaining an NPDES Construction Permit from the State Water Resources Control Board. All documentation will need to be uploaded to the agency's "SMARTS" system as required.

The "conceptual" SWPPP will include a plan sheet showing the locations of standard BMP's that are typically used for bridge replacement projects. The conceptual SWPPP can be provided to the contractor as an informational handout, however, it is expected that the Contractor will be responsible for developing and for getting approval of their own site specific SWPPP under the permit requirements. Quincy will assist the County as needed.

County Products: NEPA/CEQA Documents
Permits

TASK 7.0 – Final Design and Engineering Services

The County will provide a design engineer to complete the final bridge design portions of the work under the guidance and direction of Quincy staff. Draft and Final bridge design will be performed by the County design engineer in accordance with Caltrans Bridge Design Specifications and other Caltrans Design Manuals. Quincy will provide a space with access to Quincy design manuals and computer software at Quincy's Sacramento office for the County's use.

Bridge Design

Design will be based on the "Load Resistance Factor Design" method, with HL-93 and Caltrans permit truck design live loads. Seismic design will be performed in accordance with the Bridge Design Specifications and current Caltrans Seismic Design Criteria.

The County design engineer, under the guidance and direction of a Quincy Bridge PE, will completely design the bridge portions of the projects. The Quincy Bridge PE will seal the bridge plans. Design calculations can be co-sealed by Quincy and the County, if approved. Open and continuous communication between the County designer and the Quincy mentoring and reviewing staff will allow both parties the opportunity for input during the plan preparation stage. This will ensure that both roadway and bridge design parameters are adequately addressed. This efficient approach should save considerable time in review of the Draft PS&E and implementation of comments because most of the major issues will have been previously discussed and addressed.

As defined by the County RFP, it is likely that a standard reinforced concrete slab bridge will be selected for the Spring Valley Road location. These types of bridges are essentially designed using charts and generally only require layout, plans detailing, foundation design, and simplified seismic analysis.

It is expected that an experienced bridge designer will require approximately 80 hours for design of a typical single span RC slab bridge. We have assumed 16 hours for design mentoring of this bridge, including overseeing bridge layout and plan production.

Bridge Design Training

We anticipate Design Training for County staff to be accomplished through "on the job" training in which the County design engineer will be located within Quincy's Sacramento office and matched up, or "**zippered**", with a Bridge Project Engineer (PE) and other various Quincy design specialists.

Products: Bridge Mentoring Training

Approach Roadway Design: The final approach roadway design will be performed by the County in accordance with County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required.

Environmental: Environmental mitigation requirements will be included in the plans, specifications, and estimates. Quincy assumes only nominal mitigation requirements will be needed for this project and they will be provided by the County.

Other: Bridge demolition, water pollution control measures, traffic detours, traffic handling plans, project signing, and bridge/roadway embankment protection (rock slope protection) details will be developed by the County, as well as any temporary traffic signals, if required for construction.

Detailing: Quincy will prepare the bridge plan sheets in CAD (AutoCAD) according to the County's drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual.

Typically, the plans, specifications, and estimate (PS&E) will contain the following plan sheets (the number of sheets will vary depending on the site and the final structure details):

Plan Sheets

Sheet Title (County Responsibility)	Sheet Title (County Responsibility)
Title Sheet and Location Map Typical Section and Construction Details Layout Sheet Plan/Profile With Drainage Layout Detour Layout Construction Area Signs Traffic Handling Plan Roadway Cross Sections <i>Additional sheets that may be required:</i> Pavement Delineation Drainage Plan Drainage Profile Revegetation Plan SWPPP Conceptual Plan/ Erosion Control Summary of Quantities	Bridge General Plan Deck Contour Plan Foundation Plan Abutment Layout Abutment Details Slab Layout and Typical Section Slab Reinforcement Miscellaneous Details Approach Slab Details Log of Test Borings Sheet (By Taber)

65% Submittal of Draft Plans & Estimate (65% PS&E)

Bridge Design

Pursuant to the approved Type Selection Memorandum and the County's roadway drawings, Quincy will develop the 65% bridge design plans. At the 65% design stage, the construction details have been all determined and the plans are considered nearly complete. The preliminary cost estimate developed during the Preliminary Engineering phase (Task 5.0) will be updated and refined. The 65% PS& will be submitted to the County for review and comment.

Quincy Products: 65% Bridge Design Sheets
 Bridge Cost Estimates

County Products: 65% Roadway Design Sheets
 Roadway Cost Estimates

Independent Bridge Design Check

An independent check of the bridge design will be performed by Quincy. This involves a completely independent analysis of the project using the unchecked bridge plans by engineers that have not been intimately involved in the design. This is a big part of Quincy's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and the County design engineer, the plans will be revised by the County design engineer.

Quincy Product: Independent Check Review Comments

Bridge Technical Special Provisions (Specifications)

Quincy will develop bridge technical specifications, including edited technical special provisions based on Caltrans Standard Special Provisions (SSP) in Microsoft Word for each project. The County will develop the roadway technical specification and combine all technical specifications with the County boilerplates to complete the contract documents.

Quincy will prepare a working day schedule for the anticipated bridge work. The County will prepare a working day schedule for the anticipated roadway work. The schedules will be combined by the County to compute the total Working Days for each project.

Quincy Products: Bridge Technical Specifications (Draft and Final)
Bridge Working Day Schedules

Bridge Construction Quantities and Estimate (Q and E)

Quincy will develop bridge construction quantities and estimate of construction costs. Bridge quantities will be calculated in accordance with Caltrans' practice and segregated into pay items. The County will prepare the final project estimate. Summary sheets of various structures items for the Construction Resident Engineers use will also be developed.

As part of the process, Quincy will develop a second independent set of bridge quantity calculations for comparison with first set quantities to verify accuracy.

Quincy Products: Bridge Check Quantities
Bridge Cost Estimate

County Products: Roadway Quantities
Roadway & Project Cost Estimate

95% Submittal of Draft Bridge Plans, Estimate, & Specifications (95% PS&E)

After County review of the bridge 65% submittal, independent check, and development of SSP's, the County design engineer, under the guidance and direction of the Quincy Bridge PE, the will implement revisions and develop the 95% Bridge PS&E package.

Quincy will review the 95% Bridge PS&E package checking for implementation of review and independent check comments. Quincy will provide additional comments of the bridge plans, specifications, estimate, and quantities.

Quincy Products: 95% Bridge Design Sheets
95% Bridge Technical Specifications
95% Bridge Cost Estimates

County Products: 95% Roadway Design Sheets
95% Roadway Technical and Boilerplate Specifications
95% Roadway & Project Cost Estimates

Quality Control and Constructability Review

As an integral part of the Quincy QA/QC Program, independent senior level design and construction engineers will review the entire 95% PS&E package for uniformity, compatibility, and constructability as well as conformance with the Federal HBP requirements prior to submittal to the County.

This review will include comparing bridge plans with the County roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans and to ensure that each construction item has been covered. Once the QC reviewer's comments have been addressed, the 95% PS&E package is completed.

Quincy Product: QA/QC & Constructability Checklist and Comments

Submittal of Final (100%) Bridge PS&E

Upon completion of the 95% review, each County comment will be reviewed, discussed, and addressed in writing and all apparent conflicts will be resolved. Appropriate modifications will be made to the bridge plans, specifications, and estimate.

Upon verification that the designs and checks are compatible, Quincy and County staff will provide final design and quantities independent check documents. The County will develop a final PS&E package in full-sized and half-sized plans as well as hard copy and computer files (MS Word format) of special provisions for bidding purposes. The County will compile and duplicate the actual bid documents for advertising.

Quincy Products:	100% Bridge Design Sheets
	100% Bridge Technical Specifications
	100% Bridge Cost Estimates
	Final Signed Project Independent Check Package
County Products:	100% Roadway Design Sheets
	100% Roadway Technical and Boilerplate Specifications
	100% Roadway & Project Cost Estimates

TASK 8.0 – Utility Coordination

The County will be responsible for communication and coordination with the utility companies during the preliminary and final design phases. The County will prepare the A, B, C letters according to Caltrans and County procedures.

Potholing, if needed, will be performed by the County. It is expected the County will use this map for utility approvals and final coordination.

It is assumed that the County will contact utility companies and arrange for them to attend PDT meetings as needed.

Utility relocation design, other than providing adequate utility openings within the bridge, is specifically not part of Quincy's scope of work.

County Products:	Utility A, B, C Letters
	Utility Coordination Correspondence

TASK 9.0 – Right-of-Way

The County will provide all necessary right-of-way and temporary construction easement appraisals and acquisition services. Existing right-of-way and adjoining property line information will be obtained by the County and shown on the project base map. It is assumed that some permanent new right-of-way and also temporary construction easements will be needed for each project.

Existing utility information surveyed by the County will also be shown on the base mapping.

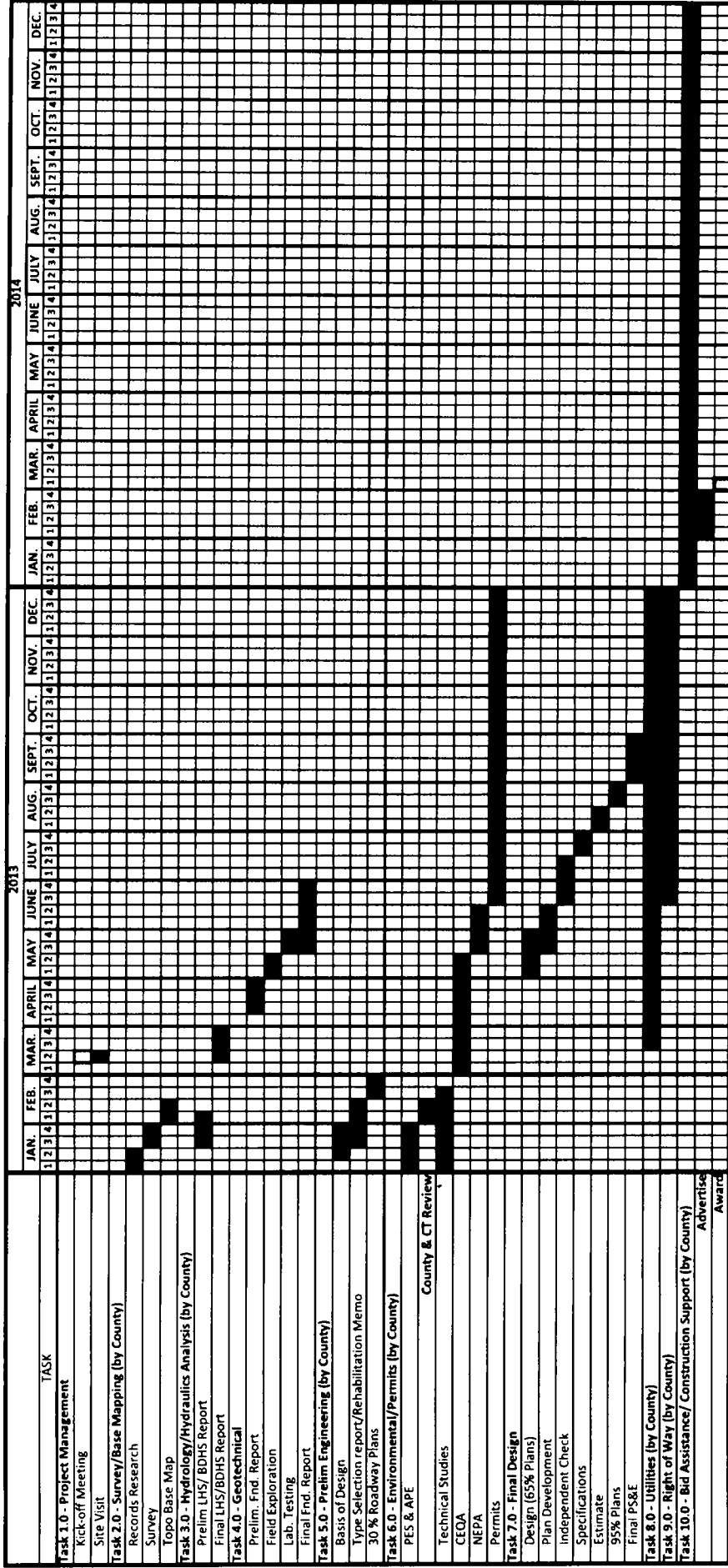
Final right-of-way documents and approvals will be provided by the County.

County Products:	Existing Right-of-Way, Adjoining Property, TCE and Utility Information
	Plats & Legal Descriptions
	ROW Mapping
	Right of Way certification
	Appraisals and Acquisitions

TASK 10.0 – Bid Assistance and Construction Support

The County will administer the contract bid process and administration of the construction project. Quincy will provide light assistance (up to 16 hours) to support the County.

Yuba County - Browns Valley Ditch Bridge Replacement Project Schedule



LEGEND
 Denotes task
 Denotes milestone

Project Number:		Project Name: Yuba County - Spring Valley Road																						
TASKS	No.	Initial Hourly Rate																Quincy Total Hours	Total Quincy Cost	TABER	CUSTOM CAD DESIGN (DBE)	Total Subconsultant Cost	TOTAL COST	
		SM	GY	DM	County	RF	MK		KG	JW	GM	GM	JW	RR	JQ	Admin								
		\$72.17	\$54.40	\$49.38		\$42.89	\$46.56		\$38.00	\$60.23				\$26.25	\$23.17	\$17.25								
1	Project Management & Coordination	20.0		36.0														56.0	\$9,676.45	\$640			\$940	\$10,316
2	Survey and Base Mapping			2.0														2.0	\$296.68					\$297
3	Hydrology/Hydraulic Studies			2.0														2.0	\$296.68					\$297
4	Geotechnical Investigation			8.0	8.0													8.0	\$1,186.74	\$22,460			\$22,460	\$23,647
5	Preliminary Engineering			4.0	40.0													4.0	\$593.37					\$593
6	Environmental Studies/Permitting (by County)																	0.0	\$0.00					\$0
7	Final Design																							
7.1	Bridge Design Training			16.0														16.0	\$2,373.48					\$2,373
7.2	Bridge Design Oversight	2.0		16.0	80.0													18.0	\$2,807.09					\$2,807
7.3	Detailing			16.0	16.0													60.0	\$7,104.94		\$5,000		\$5,000	\$12,105
7.4	Submittal of 65% Plans (Unchecked Details)			6.0	8.0													6.0	\$890.05					\$890
7.5	Independent Design Check		8.0			60.0												68.0	\$9,002.09					\$9,002
7.6	Specifications	2.0		12.0	12.0													54.0	\$9,451.20					\$9,451
7.7	Final Construction Quantities and Estimate	2.0		8.0	8.0	16.0	16.0											42.0	\$5,910.21					\$5,910
7.8	Quality Control and Constructibility Review	2.0		4.0	8.0													34.0	\$8,545.75					\$8,546
7.9	Submittal of 90% PS&E	2.0		4.0	20.0													14.0	\$1,657.84					\$1,658
7.10	Submittal of Final 100% PS&E	2.0		4.0	16.0													14.0	\$1,657.84					\$1,658
8	Utility Coordination (by County)																	0.0	\$0.00					\$0
9	ROW Engineering (by County)																	0.0	\$0.00					\$0
10	Bid Assistance and Construction Support																	0.0	\$0.00					\$0
	Bidding Assistance			4.0														4.0	\$593.37					\$593
	Construction Support			8.0														8.0	\$1,186.74					\$1,187
	Prepare As-Built Record Drawings			2.0														2.0	\$296.68					\$297
	Subtotal - Hours	32	8	152	208	76	16	0	40	0	0	0	0	80	24	0	428	\$61,527				0	\$61,527	
	Other Direct Costs																	\$550.00				0	\$550	
	Total Cost	\$2,309	\$435	\$7,506	\$0	\$3,244	\$745	\$0	\$2,409	\$0	\$0	\$0	\$0	\$2,100	\$1,732	\$0	\$20,481	\$62,077	\$23,100	\$5,000	\$28,100			

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

May 14, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Award Contract to Apparent Low Bidder for the Hammonton - Smartsville Road Shoulder Widening and Overlay Project and Authorize the Chair to Execute Same

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve award of the contract for the above project to the apparent low bidder, Knife River Construction, and to authorize its chair to execute the contract pending contract approval by County Counsel.

BACKGROUND:

This project will widen shoulders and overlay a 1.3 mile portion of Hammonton - Smartsville Road. The shoulder widening portion of the project is funded with 90% Highway Safety Program (HSIP) funds and a 10% local match provided by the County of Yuba. The overlay portion of the project will be funded 100% with Measure D local funding.

On Wednesday, May 1, 2013 bids were opened for the project. The bids received are shown below:

Knife River Construction	\$711,588.30
George Reed Construction	\$746,841.40
Hanson Brothers	\$779,154.70
DeSilva Gates Construction	\$846,869.00

DISCUSSION:

The work in general will consist of placing and/or replacing drainage culverts and widening and paving the shoulders and overlaying the roadway with hot mix asphalt along Hammonton-Smartsville Road from 0.7 miles west to 2.0 miles west of South Golden Parkway. The engineer's estimate for construction was \$752,000. The project is expected to be completed by October 2013.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The construction of the safety portion of the project is funded with Federal-aid money through the HSIP Program (\$518,670) with a local contribution of \$60,600 that will be provided by Yuba County. Yuba County's share of the overlay portion of the project is 100% (\$132,320) and will be funded through Measure D.

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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES



ROBERT BENDORF
COUNTY ADMINISTRATIVE OFFICER
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

RYAN MCNALLY
EMERGENCY OPERATIONS PLANNER

Date: May 14, 2014

To: Yuba County Board of Supervisors

From: Scott Bryan, Emergency Operations Manager 
Ryan McNally, Emergency Operations Planner 

Re: APPROVE THE RESOLUTION AND MEMORANDUM OF UNDERSTANDING WITH BEALE AIR FORCE
BASE FOR THE PURPOSE OF COORDINATING THE STRATEGIC NATIONAL STOCKPILE

Recommendation

Approve the resolution authorizing the County of Yuba to execute a Memorandum of Understanding with Beale Air Force Base for the purpose of the coordinating the Strategic National Stockpile and execute said MOU.

Background

The Strategic National Stockpile (SNS) is a national repository of medical supplies and medication to be used to protect the American public in the event of a public health emergency. The SNS can be called upon under a myriad of circumstances including a biological attack, flu outbreak, natural disaster or virtually any other scenario which causes local supplies to become exhausted.

Discussion

Should it become necessary to deploy the SNS, the Yuba County Health and Human Services Department is responsible for designating and overseeing Points of Distribution sites (PODs) to dispense the stockpile. To support this role, the Yuba County Sheriff's Department becomes responsible for the security and transportation of the stockpile and the Yuba County Office of Emergency Services becomes responsible for coordinating the emergency management functions between departments.

The Memorandum of Understanding with Beale Air Force Base will allow them to assist the County under the scope of their responsibility, experience and expertise with deploying the Strategic National Stockpile.

Committee

Due to the routine nature of this resolution and MOU, the Protection and Inspection Committee was bypassed for this item.

Fiscal Impact

No fiscal impact.

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

IN REFERENCE TO:

**RESOLUTION AUTHORIZING THE)
YUBA COUNTY SHERIFF'S OFFICE,)
THE HEALTH AND HUMAN)
SERVICES DEPARTMENT AND)
OFFICE OF EMERGENCY SERVICES)
TO EXECUTE A MEMORANDUM OF)
UNDERSTANDING WITH BEALE AIR)
FORCE BASE FOR THE PURPOSE OF)
COORDINATING THE STRATEGIC)
NATIONAL STOCKPILE (SNS))**

RESOLUTION NO.

WHEREAS, the Strategic National Stockpile is a national repository of medical supplies and medication to protect the American public in the event of a public health emergency due to a terrorist attack, flu outbreak, natural disaster or other event causing local supplies to be exhausted, and

WHEREAS, the County Health and Human Services Department is responsible for designating and overseeing Points of Distribution (PODs) sites to dispense SNS supplies in the event of a public health emergency, and

WHEREAS, the County Sheriff's Office is responsible for providing primary security and escorts for SNS supplies while in the County, and

WHEREAS, the County Office of Emergency Services is responsible for the coordination of emergency management between public safety service providers and county departments, and

WHEREAS, Beale Air Force Base has the responsibility, experience and expertise to provide services to, and otherwise assist the County of Yuba in the deployment of SNS supplies, and

WHEREAS, it is in the best interest of the County of Yuba and the citizens who reside within its boundaries to coordinate emergency response with Beale Air Force Base in all phases of emergency preparedness,

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NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby authorizes the execution of the attached memorandum of understanding between the aforementioned county departments and Beale Air Force Base.

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Yuba, State of California, at the regular meeting thereof on the _____, day of _____ 2013, by the following vote:

AYES:

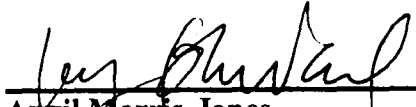
NOES:

ABSENT:

Andy Vasquez
CHAIRMAN

ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM



Angil Morris-Jones
COUNTY COUNSEL

**MEMORANDUM OF UNDERSTANDING
BETWEEN
9TH RECONNAISSANCE WING, BEALE AIR FORCE BASE (BAFB), CALIFORNIA
AND
COUNTY OF YUBA**

INTRODUCTION/PURPOSE: This Memorandum of Understanding (hereafter “MOU”), by and between the 9th Reconnaissance Wing, Beale Air Force Base (hereafter “BAFB”), California, and the County of Yuba (“COUNTY”), through the Public Health Division of its Health and Human Services Department (hereafter “YCHHSD”), and its Office of Emergency Services (hereafter “OES”), and Sheriff-Coroner (hereafter “YCSO”), all of which are located in Marysville, California, is entered into for the purpose of designating the responsibilities and major actions of each party to support the processing and regional distribution of the Strategic National Stockpile (SNS) in Yuba County, California.

AGREEMENT TERMS AND CONDITIONS:

WHEREAS,

1. YCHHSD, YCSO, and OES are departments of the County of Yuba and are overseen by the Yuba County Board of Supervisors.
2. YCHHSD is responsible for designating and overseeing mass dispensing sites within Yuba County to serve as a Point of Dispensing (POD) in the event that a public health emergency exists and YCHHSD is required to provide prophylaxis to the community.
3. OES is responsible for the coordination of emergency management between the various public safety and service providers that serve the communities and citizens of Yuba County.
4. The Strategic National Stockpile (SNS) is a national repository of medical supplies, antibiotics, chemical antidotes, antitoxins, life support medications, intravenous administration and airway maintenance supplies, and medical/surgical items to protect the American public in the event of a public health emergency (terror attack, flu outbreak, earthquake, etc.) severe enough to cause local supplies to be exhausted.
 - a. PULLED Request – The decision to request SNS materials must be made by the installation commander.
 - b. PUSHED Request – The decision to accept SNS materials being pushed for local area distribution by a government agency must be made by the MTF Commander.
5. BAFB, in accordance with Air Force Instruction (AFI) 10-2603, *Emergency Health Powers on Air Force Installations*, Chapter 5, has the responsibility, the experience and the expertise to provide services to, and otherwise assist in the immediate deployment of supplies from the SNS upon the approved request for such supplies.

THEREFORE, YCHHSD, YCSO, OES, and BAFB hereto mutually agree as follows:

I. Request for SNS Materials

In the event of a public health emergency severe enough to cause local supplies to be exhausted:

A. YCHHSD will:

1. Assess the public health emergency and, if warranted, request deployment of SNS assets through OES;
2. Coordinate with OES for the delivery of SNS material;
3. Ensure that essential personnel (Public Health Officer, credentialed provider/clinician, or Drug Enforcement Administration registrant or agent) are available for receipt of SNS assets; and
4. Notify BAFB Command Post at (530) 634-5700 when SNS assets will be delivered via ground transportation and arrange pick-up of SNS assets.
 - a. In the event that BAFB is unable to arrange pick-up of SNS assets from the designated location, YCHHSD will coordinate the method, time and security of delivery of SNS assets to the 9 MDG and notify the Incident Commander when material will be delivered.
 - b. Any request for military assistance to pick up, deliver, assemble, handle, or secure SNS assets outside of the confines of BAFB will be coordinated in accordance with DoD Directive (DoDD) 3025.18, *Defense Support of Civil Authorities*, section 4, at the invitation of appropriate civil authority and with concurrence of the appropriate military authority.

B. OES will:

1. Request deployment of the SNS assets;
2. Arrange delivery of SNS assets at specified location; and
3. Notify YCHHSD of the delivery of SNS assets and coordinate with YCHHSD to ensure that essential personnel (Public Health Officer, credentialed provider/clinician, or Drug Enforcement Administration registrant or agent) are available for the receipt of SNS assets.

C. YCSO will:

1. YCSO will provide escort to the pre-designated installation entry control points from the originating point.
2. YCSO must contact the Base Defense Operation Center (BDOC) at (530) 634-2131 when escort is five minutes from BAFB to ascertain which installation gate SNS assets will be arriving.

D. BAFB, upon notification from YCHHSD, will:

1. Coordinate the pick-up and transportation of SNS as appropriate. Pre-designated installation entry point will be the Wheatland gate (Gate 5). If unable to use Gate 5 then the Schneider gate (Gate 1) will be utilized as an alternate entry point.
2. Immediately upon notification and IAW BAFB Disease Containment Plan, Annex F, 4.4.1 and 4.4.2, 9 MDG owner/user personnel with assistance from 9 SD personnel will proceed to pre-designated installation entry point.
3. Upon delivery to the 9 MDG owner/user personnel, the 9 MDG will take custody of SNS assets and notify BDOC of arrival and of any discrepancies.
4. If at any time a security situation arises while on Beale AFB, 9 MDG owner/user personnel must contact BDOC for immediate support and location of the situation.
5. IAW BAFB Disease Containment Plan, Annex F, 4.4.2, Medical Logistics is responsible for storage of SNS materials prior to dispensing medications. Once a POD is activated, storage will be at the POD location.

II. Designation of BAFB as a Non-Publicized, Limited Access Point of Dispensing (POD) as the result of either a “Pushed” or “Pulled” request

In the event of a public health emergency the 9 MDG will:

1. Provide prophylactic oral medication, vaccination, and medical supplies to the following populations:
 - a. Active duty personnel assigned at BAFB.
 - b. Dependents of active duty personnel.
 - i. In the event that BAFB is closed for entry and exit, dependents of active duty personnel residing off base will acquire medication and/or vaccination through YCHHSD.

- c. All personnel on Beale AFB, California, in the event that BAFB prohibits entry and exit of personnel and treatment is indicated and necessary.
2. Maintain and provide to YCHHSD necessary documentation of who received treatment; including medication names, dosages, lot number, dispensing date, and any adverse effects.
3. Utilize current management system to provide prophylactic treatment;
4. Contact YCHHSD to return any unused SNS assets to YCHHSD at the determined location; and
5. Provide support, if available, to other Yuba County PODs to assist with dispensing of medication.

III. General Provisions.

A. Health Insurance Portability and Accountability Act (HIPAA). Each party warrants that is knowledgeable of and agrees to adhere to the Health Insurance Portability and Accountability Act of 1996 and its privacy and security regulations as stated in Department of Defense (DoD) 6025.18R, DoD Health Information Privacy Regulations.

B. Effective Period. This MOU shall be effective upon date of signature of all parties and, at the initiation of BAFB, shall be reviewed annually by all parties.

C. Modifications. Any changes or modifications to this agreement must be in writing and be signed by all parties.

D. Termination. This MOU may be terminated at any time by the mutual consent of the parties concerned. This MOU may also be terminated by either party upon giving 60 days written notice to the other parties. In the case of mobilization or other emergency, this MOU may be terminated immediately upon written note by the 9th Reconnaissance Wing Commander's office or it will remain in force during mobilization or other emergency only within the 9th Reconnaissance Wing capabilities.

E. Concurrence. It is agreed that this written statement embodies the agreement of the parties regarding this affiliation and no other agreements exist between the parties except as expressed in this document. All parties to this MOU concur with the level of support and resource commitments that are documented herein.

F. Designated Representatives. Suzanne Nobles, Director, is the representative of YCHHSD and will administer this MOU for YCHHSD. Colonel Phillip A. Stewart, Commander, is the authorized representative for BAFB. Scott Bryan, Emergency Operations Manager, is the authorized representative for OES. Steven L. Durfor, Sheriff-Coroner, is the authorized representative for YCSO. Changes in the designated representatives shall occur only by advance written notice to the other parties.

G. 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 services upon the other parties. 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 parties to whom such notice is to be given as hereafter provided.

If to YCHHSD:

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

With a copy to:

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

If to BAFB:

Phil A. Stewart
Colonel, USAF
Commander
9th Reconnaissance Wing
Beale AFB, CA 95903

If to OES:

Scott Bryan
Emergency Operations Manager
Office of Emergency Services
915 8th St. Ste 117
Marysville, CA 95901

If to YCSO:

Steven L. Durfor
Sheriff-Coroner
Yuba County Sheriff's Department
215 5th Street, Suite 150
Marysville, CA 95901

IN WITNESS WHEREOF, this MOU has been executed as follows:

Beale AFB

By: _____

PHIL A. STEWART, Colonel, USAF
Commander, 9th Reconnaissance Wing

On: _____

14 Feb 13

County of Yuba

By: _____
Andy Vasquez, Chairman
Yuba County Board of Supervisors


On: _____

Recommended for Approval:



Scott Bryan, Emergency Operations Manager
Yuba County Office of Emergency Services

Recommended for Approval:



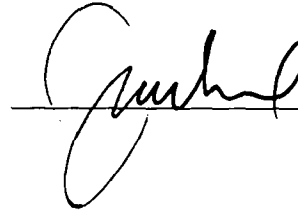
Suzanne Nobles, Director
Yuba County Health and Human
Services Department

Recommended for Approval:



Steven L. Durfor, Sheriff-Coroner
Yuba County Sheriff's Office

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



The County of Yuba



189-13

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

Joseph W. Cassady, D.O.
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: May 14, 2012

SUBJECT: Resolution of the Board of Supervisors Authorizing the Execution of Counseling and Therapeutic Services Agreements for Child Welfare Services

RECOMMENDATION: Approval by the Board of Supervisors of the Resolution of the Board authorizing the Chair to execute the incorporated Counseling and Therapeutic Service Agreement for its Child Welfare Services (CWS) Division is Recommended.

BACKGROUND: The CWS Division of the Department of Health and Human Services is mandated by law to provide appropriate counseling and therapeutic services to its dependent children. Since 2003, contracted services have been provided using a Resolution of the Board to execute counseling and therapeutic service agreements on behalf of Yuba County for its Child Welfare Services Division. The attached Resolution is necessary to revise the incorporated Counseling and Therapeutic Service Agreement to reflect changes made to form and content addressing confidentiality, insurance requirements and other provisional language.

DISCUSSION: The attached Resolution and its incorporated agreement are necessary to simplify the process and expedite the numerous contracts needed to meet the counseling and therapeutic services needs of dependent children and families.

COMMITTEE: The Human Services Committee recommended approval on May 7, 2012.

FISCAL IMPACT Approval of this Resolution and the subsequent contract will not impact the County General Fund.

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

**RESOLUTION AUTHORIZING THE CHAIR TO
EXECUTE ON BEHALF OF THE COUNTY OF
YUBA COUNSELING AND THERAPEUTIC
SERVICE AGREEMENTS FOR CHILD WELFARE
SERVICES.**

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Resolution No. _____

WHEREAS, pursuant to the Child Welfare Services program, codified in Sections 16501 through 16508 of the California Welfare and Institutions Code, the County of Yuba is required to provide counseling and therapeutic services to qualified children and families in the Child Welfare Services program; and

WHEREAS, the Health and Human Services Department of the County of Yuba, through its Human Services Division, is assigned the responsibility of administering the Child Welfare Services Program on behalf of the County of Yuba; and

WHEREAS, it is necessary for the Health and Human Services Department to enter into multiple agreements with various private entities to provide counseling and therapeutic services for Child Welfare Services children and families.

NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby authorized the Chair to execute, on behalf of the County of Yuba, counseling and therapeutic service agreements in the form attached hereto and incorporated herein by this reference and to amend such contracts as necessary.

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PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2013 by the following vote:

AYES:

NOES:

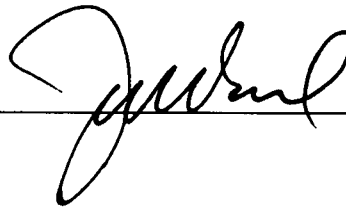
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for counseling, evaluation, and therapeutic services for Child Welfare children and families ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Vendor Name
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date:

Termination Date:

The term of this Agreement shall become effective on _____, and shall continue in force and effect for a period of _____ () year (s), unless sooner terminated in accordance with the terms of this Agreement. Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow COUNTY time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of Health and Human Services is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A – Scope of Work
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Attachment F – Confidentiality Provisions and Statements

Attachment G – Fee Schedule
Attachment H – Invoice Format

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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2013.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"

_____, Chair
Board of Supervisors

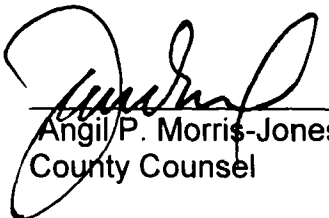
Signor's Name, Signor's Title
Vendor Name

Resolution No. 2013-_____

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1. CONTRACTOR shall provide counseling, therapeutic and/or evaluation services as requested by COUNTY to meet its service requirements as set forth in the California W&I Code, Sections 16501, 16502, 16504, 16506, 16507 and 16508. Said services to be provided by CONTRACTOR may include:

- Psychological assessment;
- Psychological testing and evaluation;
- Consultation;
- Individual or family counseling or psychotherapy

A.1.2. CONTRACTOR shall further provide, as requested by COUNTY:

- Provide written documentation of services rendered, including professional opinions and diagnoses;
- Provide court testimony regarding services rendered or recommended services;
- Provide updates of treatment provided to clients, as required by the court;
- Provide written assessment of client.

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY. CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

ATTACHMENT B

PAYMENT

B.1 COUNTY shall pay CONTRACTOR as follows:

B.1.1. COUNTY shall pay CONTRACTOR contract fees for services rendered, as specified in Attachment G. In no event shall fees for services rendered under this Provision B.1.1 exceed the specified amount in Attachment G without an amendment to this Agreement approved by the Chair of Yuba County Board of Supervisors.

B.1.2. CONTRACTOR shall submit itemized invoices for payment in a format consistent with that as shown in Attachment H – Invoice Format no later than the tenth (10th) day of the month following provision of services.

B.1.3 COUNTY shall remit payment for services rendered to CONTRACTOR within thirty days from receipt of itemized invoice from CONTRACTOR

B.2 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

ATTACHMENT C

ADDITIONAL PROVISIONS

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

C.2 HEALTH AND SAFETY STANDARDS. CONTRACTOR 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 Injury and Illness Prevention Program.

C.3 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.4 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.5 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.6 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety,

health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.8 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.9 PROVISIONAL LIMITATION. It is specified that Provisions D.11 and D.14 shall not be construed to be applicable to confidential client case records.

C.10 AUTOMOBILE INSURANCE PROVISIONAL LIMITATION. The Provisions of Attachment E- Insurance Provisions regarding automobile liability shall not apply if no automobile vehicle is used by CONTRACTOR or employees and/or subcontractors of CONTRACTOR in connection with the provision of service rendered pursuant to this Agreement.

C.11 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.12 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.epls.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

D.1.7 As an independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an

employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this

Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

arising out of reuse of the information for other than this project.

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

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

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

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

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

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

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

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

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

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing,

signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

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

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

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

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

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

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

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

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

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

Vendor Name
Attn: Authorized Contract Signor and/or Contact
Address
City, State Zip

ATTACHMENT E

INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language

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

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

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

ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract for _____ (example: software and software licensing) entered into between the COUNTY and _____, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

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

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

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

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

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential

information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

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

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

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

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

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

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: _____

CONTRACTOR

(Signature)

(Print Name and Title)

ATTACHMENT G

FEE SCHEDULE

Type of Service	FEE
<u>Evaluation Services</u>	
Initial Interview	_____/hr.
Testing	_____/hr.
Psychological Evaluation	_____/hr.
<u>Psychotherapy Services</u>	
PhD: Individual/Family	_____/hr.
LCSW: Individual/Family	_____/hr.
MFT: Individual/Family	_____/hr.
<u>Counseling and Consultation Services</u>	
Individual Counseling	_____/hr.
LMFT: Individual Counseling	_____/hr.
Consultation (Office)	_____/hr.
Consultation (Out of Office)	_____/hr.
Court Testimony, Professional Opinions or	_____/hr.
Treatment Updates	_____/hr.
Psychological Assessment	_____/hr.
Attendance at Family Team Conference	_____/meeting

ATTACHMENT H

INVOICE FORMAT

Contractor's Name and Address		Contact Name and Phone Number		
Vendor Name Vendor Address Vendor Address		Vendor Contact Person Phone: FAX: E-Mail		
Program		Period of Service/Invoice Number		
CWS Therapeutic				
Client ID	Type of Service	Rate/HR	# of Hrs of Service	Amount
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
GRAND TOTAL				\$ -

Certification:

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

Authorized Signer

Date

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

The County of Yuba



190-13

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

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: May 14, 2013

SUBJECT: Resolution of the Board Authorizing the Director of Health and Human Services to Execute Specific Ongoing/New Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding for Fiscal Year 2013/2014 or Multi-Year and Authorize Chair to Accept Funds for stated period.

RECOMMENDATION: The Board of Supervisors is requested to approve the attached Resolution of the Board authorizing the Director of Health and Human Services (HHSD) to execute specific new and ongoing contracts, agreements, cooperative agreements, grants and/or memorandums of understanding in the amount less than fifty thousand (\$50,000) for Fiscal Year 2013/2014 or multi-years on behalf of the County of Yuba and authorize the Chair to accept funds for stated period.

BACKGROUND: Yuba County Administrative Policy and Procedures Manual, Policy Number A-1, Procedure 3 reads, "It is the general policy of the County that all external documents (contract, leases, agreements, etc.) are to be executed by the Chairman of the Board of Supervisors. Exceptions should be properly authorized by the adoption of a resolution by the Board of Supervisors prior to the execution of specific contracts, leases, agreements, etc. by the respective department head". In the past, the Director of HHSD has been authorized through resolution of the Board of Supervisors to sign specific contracts and agreements.

DISCUSSION: The Health and Human Services Department historically receives federal and state revenues to fund various activities and programs of the department. These revenue sources typically require that Yuba County enter into contracts, agreements, and cooperative agreements with the California Department of Health Services, the California Department of Public Health, California Department of Veteran Affairs, Colleges/Universities, and other agencies/associations or private contractors.

In the interest of efficiency, the Yuba County Board of Supervisors has, in the past, authorized the Director of HHSD to execute specified contracts and agreements on behalf of the County of Yuba, specifically when the contracts and agreements are routine and have been approved by the Board of Supervisors on prior occasions.

COMMITTEE: The Human Services Committee recommended approval on May 7, 2013.

FISCAL IMPACT: Approval of this Resolution will not impact County general funds as authorizing the Director to execute Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding is a matter of efficiency which will save time for both the Board of Supervisors and the Director.

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

**RESOLUTION AUTHORIZING THE DIRECTOR OF)
THE HEALTH AND HUMAN SERVICES)
DEPARTMENT TO EXECUTE CERTAIN)
CONTRACTS/AGREEMENTS/COOPERATIVE) RESOLUTION NO. _____
AGREEMENTS/GRANTS/MEMORANDUMS OF)
UNDERSTANDING FOR FISCAL YEAR 2013/2014)
OR MULTI-YEARS AS LISTED BELOW AND)
AUTHORIZING CHAIR TO ACCEPT FUNDS)
_____)**

WHEREAS, on a periodic basis certain governmental agencies request that the Director of the Health and Human Services Department (HHSD) sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding for the provision of services to that government agency and/or the provision and acceptance of grant funds from that government agency; and

WHEREAS, on a periodic basis the Director of the HHSD is requested to sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding for the provision of services by private contractors/associations; and

WHEREAS, the Board of Supervisors of the County of Yuba has authorized the Director of HHSD to enter into and execute, on behalf of the County of Yuba, new and ongoing Agreements as adopted in Resolutions Numbered 2007-69 for residential care placement for elderly and dependent adults; 2011-70 for educational internships; 2012-

43 for counseling and therapeutic services for Child Welfare Services (CWS); and 2012-51 for transitional housing placement for CWS; and

WHEREAS, it is in the interest of efficient and effective county government to have one Resolution of the Board of Supervisors authorizing the Director of the HHSD to execute, on behalf of the County of Yuba, Agreements for residential care placement and educational internship Agreements and other certain Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding in the amount less than fifty thousand (\$50,000).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba, hereby authorizes the Director of the HHSD to enter into and execute on behalf of the County of Yuba and upon review of the County Counsel, new and ongoing Agreements for residential care services and educational internships and other certain Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding, in the amount less than fifty thousand (\$50,000), for Fiscal Year 2013/2014 or multi-years, as listed below; and further, the Director is granted permission to amend the contracts and execute such amendments or documents as required for the stated period.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Yuba, hereby authorizes the Chair to accept funds for the contracts and agreements, as listed below, for Fiscal Year 2013/2014 or multi-years.

BE IT FURTHER RESOLVED, that this Resolution hereby repeals and replaces Resolution Numbers 2007-69 and 2011-70.

A copy of each executed Contract, Agreement, Cooperative Agreement, Grant and/or Memorandum of Understanding shall be filed with the Clerk of the Board of Supervisors of the County of Yuba.

The contract amount for the contracts listed below is less than \$50,000.

CONTRACTOR	PURPOSE
Amaya's Care Home	Residential Care Services
Amaya's Care Home #2	Residential Care Services
CA Department Of Health Services	Target Case Management Participation
CA Department Of Public Health	Tuberculosis Control & Assistance Subvention Funds
CA Department Of Public Health	STD Prevention And Control Program Grant
CA Department Of Veteran Affairs	County Subvention Program & Medi-Cal Cost Avoidance
Comfort Keepers	Residential Care Services
Emerald Oaks	Residential Care Services
Farrell, Catherine	Multipurpose Senior Services Program (MSSP) Dietitian Services
Feather River Manor	Residential Care Services
Gardens Adult Day Care	Adult Day Care Services
Home Health Care Management, Inc.	MSSP Vendor Services
Marleau, Kristi	Consultant Services For Tobacco Use Prevention Program
McCumber's Care Home	Residential Care Services
Placer County	Public Health Laboratory Services
Precious Care	Residential Care Services
Response Link	MSSP Vendor Services
Riverside Pharmacy	Purchase Of Commodities
Sierra Health Care	MSSP Vendor Services
Summerfield Senior Care Center	Residential Care Services
Sunrise Garden	Residential Care Services
University of Southern California	Educational Internship for CWS Social Work
Wal-Mart Stores, Inc	Solicit/Handout Snap-Ed Nutritional Info/Cookbooks

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of
the County of Yuba, State of California on the _____ day of _____,
2013 by the following vote:

AYES:

NOES:

ABSENT:

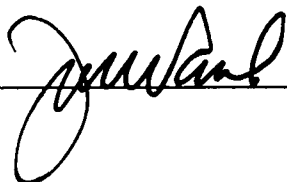
ABSTAIN:

COUNTY OF YUBA

BY: _____
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

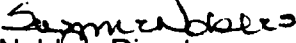
5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 Fax: (530) 749-6281



191-13

**Joseph W. Cassady, D.O.,
Health Officer**
Phone: (530) 749-6366

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

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: May 14, 2013

SUBJECT: Board of Supervisors approval for the acceptance and appropriation of increased funding for the Local Area Network (LAN) Equipment Upgrade

RECOMMENDATION: Approval by the Board of Supervisors is recommended for the Health and Human Services Department (HHSD) to appropriate funds in the amount of \$531,750 to revenue Account 100-0000-361.45-00 (State/Social Services Admin) and to expense Accounts: 100-5200-451.17-00 (Maintenance Equipment), 100-5200-451.23-00 (Professional Services) and 100-5200-451.62-00 (Fixed Assets-Equipment) for the Local Area Network (LAN) equipment upgrade project.

BACKGROUND: On April 16, 2013, the Board of Supervisors approved Resolution Number 2013-21 which authorized HHSD to accept the estimated quote from Presidio/INX for the LAN equipment upgrade project and to appropriate and accept revenue for the project. On April 23, 2013, the Board of Supervisors approved and executed the Master Agreement with Presidio/INX, Inc., to perform the HHSD portion of the LAN equipment upgrade project.

DISCUSSION: HHSD submitted a County Advance Planning Document (APD) to the California Health and Human Services Agency Office of Systems Integration (OSI) for the LAN equipment upgrade based upon the recommendations of Presidio/INX. The APD was approved by OSI. HHSD requests approval to increase revenue in the amount of \$531,750 to Account 100-0000-361.45-00 (State/Social Services Admin) and to increase the appropriation to the following accounts: \$42,904 to Account 100-5200-451.17-00 (Maintenance Equipment), \$11,625.00 to Account 100-5200-451.23-00 (Professional Services) and \$477,221 to Account 100-5200-451.62-00 (Fixed Assets-Equipment) in order to fund the LAN equipment upgrade project.

COMMITTEE: Committee was by-passed as this is a routine budget transfer request.

FISCAL IMPACT: There will be no cost to the County General Fund. Approval of this request will be funded 100% by State and Federal funds.

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

DATE April 29, 2013

COUNTY OF YUBA

191-13
RECEIVED
AUDITOR-CONTROLLER

REQUEST FOR TRANSFER OR

TRANSFER # MAY 1 - 2013

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT

Health & Human Services - Human Services Division - 100

COUNTY ADMINISTRATOR

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2013

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASE *per v.r.t. with by 5/1/13* ☐ ESTIMATED REVENUE DECREASE
☒ APPROPRIATION DECREASE *per* ☒ APPROPRIATION INCREASE

ACCOUNT NO.	NAME	AMOUNT
100-0000-361.45-00	State/Social Svcs Admin	\$531,750

ACCOUNT NO.	NAME	AMOUNT
100-5200-451.17-00	Maintenance Equipment	\$42,904
100-5200-451.23-00	Professional Services	\$11,625
100-5200-451.62-00	Fixed Assets-Equipment	\$477,221

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

		AMOUNT					
FUND	ACCOUNT	DEBIT	CREDIT	FUND	ACCOUNT	DEBIT	CREDIT

REASON FOR TRANSFER:

To appropriate HHSD funds and line item expenditures per Board Action dated 4/16/13 for the upgrade of the Local Area Network with Presidio Networked Solutions.

APPROVED:

☒ AUDITOR-CONTROLLER *[Signature]* 5/1/13 *[Signature]* DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR *[Signature]* 5/1/13 *[Signature]* Health & Human Services Director
Signature Date TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date



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Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

192-13

215 5th Street, Suite 150, Marysville, CA 95901

Ph: 530-749-7777 • Fax: 530-741-6445



May 14, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER 

RE: PRESENTATION OF THE YUBA COUNTY SHERIFF'S DEPARTMENT'S 2012 ANNUAL REPORT

RECOMMENDATION:

Receive the Sheriff's Department's 2012 Annual Report and a brief presentation.

BACKGROUND:

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

DISCUSSION:

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

FISCAL IMPACT:

None.

COMMITTEE ACTION:

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

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COUNTY

DEPARTMENTS

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To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: C. Richard Eberle, CPA, Auditor-Controller
Date: May 1, 2013
Re: Budget Transfer

Recommendation

Authorize budget transfer in the amount of \$24,575 from Salaries (101-0400-412-0101) and Unemployment Insurance (101-0400-412-0208) to Equipment (101-0400-412-1700) to provide for technology upgrades in the Auditor-Controller's Office.

Background

The 2012-13 approved budget for the Auditor-Controller's office included appropriations for a full time Accounting Assistant position to be hired around mid-year. This position was not filled in January as initially projected and will not be hired due to ongoing budget issues. The Auditor-Controller's office has identified technology needs with the goal of improving operations and upgrading equipment, including upgrading the current warrant printer and signing machine. The appropriations are being moved from Salaries & Benefits to Services & Supplies.

Discussion

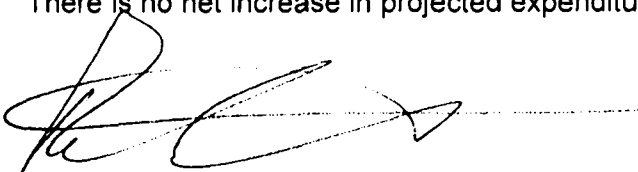
The Auditor-Controller's office has reviewed our accounts and identified savings in the above noted line items that can be reallocated to cover the costs of the technology upgrades.

Committee Action

This action is being presented to directly to the Board of Supervisors which, according to policy, must approve budget transfers between budget categories..

Financial Impact

There is no financial impact at this is a reallocation of previously approved budget amounts. There is no net increase in projected expenditures.

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

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

193-13

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 5/1/13 REQUEST FOR TRANSFER OR TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT AUDITOR - CONTROLLER

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

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0400-412-0101		10000
101-0400-412-0208		14575

ACCOUNT NO.	NAME	AMOUNT
101-0400-412-1700		24575

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

		AMOUNT								AMOUNT	
FUND	ACCOUNT	DEBIT	CREDIT					FUND	ACCOUNT	DEBIT	CREDIT

REASON FOR TRANSFER: Due to not having Billing Admt Assist position, use savings for technology upgrades in Auditor's office

APPROVED:

☒ AUDITOR-CONTROLLER [Signature] 5/1/13 Date [Signature] DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR [Signature] 5/1/13 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

The County of Yuba

Office of Clerk of the Board of Supervisors

194-13



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: **Fish and Game Advisory Commission – At- Large Representative**
Date: May 14, 2013

Recommendation

Appoint a representative to the Yuba County Fish and Game Advisory Commission as an at-large representative for a term to end July 24, 2015.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a unscheduled vacancy due to the resignation of Lenny Morales which was posted in March 2013. Applications have been received from Carlton Dinwiddie and James Crummett and are attached for your review and consideration. The Commission has provided a recommendation which is also attached.

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

Fiscal Impact

None

Committee Action

None

attachments

The County of Yuba

NOV 29 2012



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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: FISH & GAME COMMISSIONER AT LARGE

APPLICANT NAME:

CARLTON DINWIDDIE

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

PHYSICAL ADDRESS
(Street, City, Zip):

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

DISTRICT ATTORNEY INVESTIGATOR

ANDY VASQUEZ DISTRICT #1

REASONS YOU WISH TO
SERVE ON THIS BODY:

LEARN MORE ABOUT FISH & GAME FUNCTIONS AND CONSERVATION
ISSUES IN THE COUNTY.

QUALIFICATIONS:

17 YRS LAW ENFORCEMENT, HUNTING & FISHING ALL MY LIFE

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

N/A

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

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

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

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

Carlton Dinwiddie
SIGNATURE

11/16/12
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED:

☒ OTHER: App'd Mark Harrison 1-2213

The County of Yuba



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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

RECEIVED

APR 1 2013

Clerk/Board of Supervisors

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: YUBA COUNTY FISH & GAME ADVISORY COMMISSION

APPLICANT NAME:

JAMES CRUMMETT

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

[REDACTED]

PHYSICAL ADDRESS
(Street, City, Zip):

[REDACTED]

TELEPHONE:

HOME:

[REDACTED]

CELL
WORK:

[REDACTED]

EMAIL ADDRESS:

[REDACTED]

OCCUPATION/PROFESSION:

RETIRED EXECUTIVE FROM HIGH-TECH INDUSTRY

SUPERVISOR/ DISTRICT
NUMBER:

5

REASONS YOU WISH TO

TO ASSIST THE COUNTY TO FULFILL ITS PURPOSE STATEMENTS

SERVE ON THIS BODY:

FOR THE WILDLIFE ADVISORY COMMISSION

QUALIFICATIONS:

DIRECTOR FOR WILDLIFE REHABILITATION ORGANIZATION. GRANT
PROPOSAL WRITER. BUDGET RESPONSIBILITIES

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

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

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

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

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

James Crummett

SIGNATURE

MARCH 22, 2013

DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba



Fish and Game Commission

Supervisor Andy Vasquez, Chairman
Yuba County Board of Supervisors
915 8th Street
Marysville, CA 95901

May 2, 2013

Re: Appointment For At-large Commissioner Vacancy

Dear Supervisor Vasquez,

At the Yuba County Fish and Game Commission meeting of May 2, 2013, the Commission considered the qualifications of two applicants for the at-large Commissioner position vacated by the resignation of Commissioner Lenny Morales. After discussion regarding the two applicants, the Commission voted unanimously to recommend to the Yuba County Board of Supervisors that Carlton Dinwiddie be appointed for the remainder of the term for the vacant at-large seat on the Yuba County Fish and Game Commission.

Mr. Dinwiddie has shown interest in the Fish and Game Commission for quite some time. He had applied for previous vacancies. He has also attended Commission meetings, as our bylaws suggest.

The Commission appreciates the opportunity to make this recommendation to the Board of Supervisors. We look forward to working with whomever the Board of Supervisors selects.

Sincerely,

/s/ Debbie Byrne

Deborah Byrne, Chair
Yuba County Fish and Game Commission

*Yuba County Fish and Game Commission
Deborah Byrne, Chair
Yuba County Agriculture Department
915 8th Street, Suite 127
Marysville, CA 95901*

The County of Yuba

187-13



Office of the County Administrator

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

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

Date: May 14, 2013
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB*
By: Grace Mull, Management Analyst
Re: Yuba County Administrative Policy & Procedures Manual

Recommendation

Adopt resolution repealing and enacting certain sections of the Yuba County Administrative Policy & Procedures Manual.

Background

The Administrative Policy & Procedures Manual provides guidelines for County staff and leadership in procedural matters affecting all County departments, and should be updated periodically to reflect changes in Board policy and current administrative practice. The manual was last updated in December 2010.

Discussion

Over the past several months, staff has been working with departments to review the manual. Administrative departments were contacted regarding suggested changes. The responses were compiled, evaluated, and included in revisions as appropriate. Every effort was made in revising the manual, to reflect current Board policy and administrative practice.

Significant changes in the manual include revisions to the, Real Estate Acquisition, Information Technology and Requisitioning Supplies policies. In addition, new policies were added for Information Security Governance, Lease Administration and Capital Assets.

- The Real Estate Acquisition Policy was revised to move the reference to Lease Administration to its own policy.
- The Information Technology Policy was revised to include "security" as an area of responsibility and replaced language regarding TRC membership to reflect current makeup of committee.

- The Requisitioning Supplies Policy was revised to reflect current business practices pertaining to large copy/print jobs due to the closure of the County Copy Center.
- A new policy was created and added pertaining to the Information Security Governance Program. This policy was created by Information Technology to address security issues related to County technology.
- A new policy was created and added pertaining to Capital Assets by the Auditor-Controller in order to comply with Generally Accepted Accounting Principles (GAAP) and to establish best practices for the maintenance of Capital Asset records.

The attached summary of revisions displays each revision in detail.

Committee

The Finance & Administration Committee reviewed this item on May 7, 2013 and recommended approval.

Fiscal Impact

There are no costs associated with this request as this is an administrative action only.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION REPEALING AND ENACTING)
CERTAIN SECTIONS OF THE YUBA COUNTY)
ADMINISTRATIVE POLICY AND PROCEDURES)
MANUAL)

Resolution No. _____

WHEREAS, the purpose of an administrative manual is to provide guidelines for County staff and leadership in procedural matters affecting all County departments; and

WHEREAS, the current administrative policy and procedures manual was last revised in December 2010 and should be updated periodically to reflect changes in Board policy and current administrative practice; and

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby adopts the following sections of the Yuba County Administrative Policy and Procedures Manual as set forth in Exhibit A.

PASSED AND ADOPTED this _____ day of _____, 2013, by the Board of Supervisors of the County of Yuba, by the following votes:

AYES:

NOES:

ABSENT:

By: _____
Andy Vasquez, Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved As To Form:
Angil Morris-Jones, County Counsel

Administrative Policy & Procedures Manual - FY 2012-13 Summary of Changes

Policy Number	Subject	Item	Change	Reason
C-2	Personnel Position Requests	2 A.	Change form name from "Supplemental 3" to "Request for Position Allocation Change"	Clerical Change Only
		3	Identify name of form used "Request for Certification" form that purpose by the Human Resources Department" as requesting department completes form	Clerical Change Only
		4	Capitalize form name "Request for Certification"	Clerical Change Only
		5	New section added regarding form required to request for Human Resources services other than standard transactions	Requested by Human Resources to track service requests by departments that don't fall under routine categories
E-1	Facilities Management	4	Added "The Facilities Manager shall also coordinate any warranty repairs" under the Furniture Repairs section	Requested by Admin Services to describe furniture warranty responsibility
E-4	Waste Disposal	All	Deleted the word "Policies" from policy title Changed all references to "Custodial Services" Manager to "Facilities" Manager	Clerical Change Only
E-7	Real Estate Acquisition	1	Deleted this section and moved reference to new policy E-9 Lease Administration	Requested by Admin Services to separate real estate purchases from leases
E-9	Lease Administration	All	New policy regarding real estate leases. Formally included in E-7 Real Estate Acquisition	Requested by Admin Services to separate real estate purchases from leases
G-1	Board of Supervisors Agenda	1.D.	Added "and Organizational Services" after Human Resources Deleted "ordinances and replaced with "resolutions"	Clerical Change Only
		2	Delete "initialed by" the Auditor-Controller as this process has changed with the new Auditor-Controller	Requested by Clerk of the Board to reflect current policy
		7	Deleted first three sentences under this section and replaced with "Submit a completed Agenda Item Transmittal Sheet to place item on Committee. The transmittal sheet can be obtained on the County intranet or through the Clerk of the Board. Submit on original staff report and only once copy of any document requiring signature".	Requested by Clerk of the Board to reflect current policy
		8	Deleted section referencing paper size and copies and replaced with "The transmittal sheet can be obtained on the County intranet or through the Clerk of the Board. Submit one original staff report and original of any document to be executed by the Chair (i.e. agreement, contract, lease, MOU, grant, resolution, ordinance or budget transfer). Paper size must be 8 1/2 x 11. If an item agendaized is required to be mailed to an outside party, address labels and additional copies of packet are required at the time submitted. Please note on the brown sheet approximate time needed.	Requested by Clerk of the Board to reflect current policy
		9	Cleaned up language to provide specific timeframe for agenda deadline	Requested by Clerk of the Board to reflect current policy

Administrative Policy & Procedures Manual - FY 2012-13 Summary of Changes

Policy Number	Subject	Item	Change	Reason
H-1	Info Tech	2.E	Added "and security" to areas of responsibility	Requested by Information Technology to reflect new responsibility
		4	Deleted previous section regarding TRC membership and replaced with new language to reflect current makeup of committee	Requested by Information Technology to better reflect new TRC makeup
		5	Changed numbering due to section 4, edits	Clerical Change Only
		7	Changed numbering due to section 4, edits	Clerical Change Only
H-3	Information Security Governance Program	All	New policy regarding Information Technology Security program	Requested by Information Technology to reflect new responsibility regarding information technology security issues
J-1	County Counsel Services	2.B	Added "working" to 21 days to reflect actual timeframe allotted for this function by County Counsel	Requested by County Counsel to clarify timeframe to review legal requests
		2.C	Added "working" to 21 days to reflect actual timeframe allotted for this function by County Counsel	Requested by County Counsel to clarify timeframe to review legal requests
		4	Added "which includes but is not limited to all closed session matters" to Agenda Review section	Requested by County Counsel to include closed session items that require review
K-1	Requisitioning Supplies	1	Section was revised to reflect County Copy Center (Print Shop) being closed and the current process to large copy/print jobs	Requested by Admin Services to reflect current business practices regarding large copy/print jobs
		1.A	Delete "the Copy Center" and add "Administrative Services". Add "print" to copy charges	Requested by Admin Services to reflect current business practices regarding large copy/print jobs
		2	Added "to ensure that the item is not already under County contract"	Requested by Admin Services to add verbiage regarding ensuring items are currently not already under contract
		3	Deleted section referencing Auditor-Controller's responsibility regarding insufficient budget funds	Deleted reference as this is the responsibility of the Auditor-Controller not Admin Services
K-3	Capital Assets	All	New policy to comply with Generally Accepted Accounting Principles (GAAP) and to establish best practices for the maintenance of Capital Asset records	Requested by the Auditor-Controller to memorialize Capital Assets policy to comply with GAAP and required tracking of County assets
L-1	County Owned Property Sale or Lease	8	Added section for Administration for Department Specific Programs	Requested by Admin Services to clarify department managers responsibility in county real estate sales or leases

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ADMINISTRATIVE POLICY & PROCEDURES MANUAL

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- B-2 Charges for County Services
- B-3 Budget & Financial Policy

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Section L County Owned Property Sales

- L-1 County Owned Property Sale or Lease

Yuba County Administrative Policy & Procedures Manual

Subject: PERSONNEL POSITION REQUESTS	Policy Number: C-2	Page Number: Page 1 of 2
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. General

Personnel requests for new positions or advanced step hire require Board of Supervisors authorization or Administrative authorization depending on department position allocations, available funding, and the following procedures.

2. New Position Requests

New position requests are typically made only during annual budget hearings or in times of emergency, and always require approval of the Board of Supervisors, Human Resources Director and County Administrator.

- A. Requests shall be made on a Request for Position Allocation Change form provided for that purpose by County Human Resources. Requests shall include the proposed classification for the position sought, hours to be worked, estimated salary and benefit costs, funding source(s), and a narrative justifying the need for the position.
- B. Completed request forms shall be submitted to the County Administrator and Human Resources Director for their review and recommendation.
- C. Requests approved by the County Administrator and Human Resources Director shall be processed in one of the following manners:
 - C1. All new position requests received as part of the annual budget process shall be submitted to the Board of Supervisors during budget hearings, with a recommendation for funding.
 - C2. Emergency position requests received during the remainder of the year shall be submitted to the County Administrator and Human Resources Director by the requesting department and if approved, to the Board of Supervisors for final approval.
- D. Approved requests shall be filled after the requesting department has completed a Request for Certification form, available from the Human Resources Department and submitted to the County Administrator.

3. Extra Help Requests

Extra Help requests shall be submitted to the County Administrator using the Request for Certification form. Extra Help employees may work no more than 1,000 hours in any fiscal year period or 960 hours if they are a retired PERS member.

4. Vacant Positions

Requests to fill vacant positions shall be submitted to the County Administrator using the Request for Certification form prepared by the Human Resources Department.

5. Request for Services

Occasionally, a department may request assistance from Human Resources where reviews are necessary to help determine the staffing needs of the department. Reviews can be performed for anticipated new positions, job classifications, job analysis, salaries, department structure, anticipated layoff calculations, title analysis and turnover/retention issues. Requests will be made using the Request for Human Resources and Organizational Services Action form prepared by the Human Resources Department.

Yuba County Administrative Policy & Procedures Manual

Subject: CREDIT CARD POLICY	Policy Number: D-2	Page Number: Page 1 of 3
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. Applicability

The credit card policy described below applies to all County officials, employees, and eligible participants utilizing a credit card authorized by the County of Yuba.

2. Purpose

The purpose of the credit card policy is to promote the responsible use of the credit card as an efficient method to pay for expenses for official County business.

3. Authorized Use

The credit card will be issued to a County of Yuba department head/elected official. A department head may request an additional card for department management with Purchasing Agent approval.

The primary use of the credit card is for expenses associated with travel on official county business. Travel expenses include airline reservations/tickets, hotel/motel accommodations, rental car, fuel for rental car, meals, and conference fees.

Costs associated with training, training and reference materials needed for official county business, which do not require travel are also allowed.

The County Purchasing Agent is authorized to use credit card to set up accounts with online auction services for the purposes of disposing County surplus property, and purchases using normal emergency purchasing requirements in accordance with Yuba County Purchasing and Contracts Manual, during a declared County emergency.

The credit card may also be used for a valid business use not mentioned in this policy with prior approval by the Purchasing Agent or County Administrator for a purchase up to \$1,000. The credit card may also be used by the Purchasing Agent to pay utility bills electronically in cases where the electronic payment will generate a savings to the County.

Any one making unauthorized charges with the credit card may be held personally liable for the charges.

4. Responsibilities

A. Auditor-Controller or designee is responsible for:

In conjunction with the Purchasing Agent, selection of the financial institution providing the most cost effective credit card services.

Settling accounts with the financial institution sponsoring the credit card.

Processing of payments to the sponsoring financial institution.

Performing compliance audits in order to determine the adequacy of internal controls and appropriate applications of the controls within county departments.

Preparing and submitting an annual report to the Board of Supervisors providing information on the volume of transactions both in number and dollar amount and other information relative to the effectiveness of the credit card program.

B. Purchasing Agent is responsible for:

Participating in the selection of the credit card provider.

Administration of the credit card program, including recommending policy regarding the authorized purpose, communication of information related to card issuance, changes in card limits, and termination of card use to the credit card provider.

Providing training. Training is mandatory for all staff participating in the County Credit Card program. Card usage will not be allowed until training has been completed.

Approval of all requests for credit cards.

Receipt of the monthly credit card invoice from the credit card provider and prompt processing of the invoice to the Auditor-Controller for payment.

Processing journal entries to the responsible department for their monthly credit card charges as reflected on the provider's monthly invoice.

C. Department Heads/Elected Officials are responsible for:

Accepting the credit card for their department and being personally responsible to ensure only authorized purchases are made with the credit card. The department head/elected official assumes personal liability for any unauthorized use of the credit card within their department.

Attending a training session prior to being issued a card and receiving instruction in the uses and restrictions of the credit card. The purpose of the training session is to ensure that each department is familiar with the policies and procedures and to answer any questions regarding use of the card.

Ensuring that credit card procedures are understood by employees using the card. The card shall only be used by employees for purchases directed by the Department Head under the provisions of the Credit Card Policy and approved for County business only. Each card user must sign a Purchasing Card User Agreement, a copy of which will be kept on file in the department.

The Department Head must ensure credit card receipts are collected after usage, charges are reviewed and approved monthly and prompt payment is made for the

charges. If there are any small incidental charges noted on receipt that are personal in nature (example: hotel movie rental charged to room), a personal check for the incidental charge made out to Yuba County must be included with the monthly invoice to reimburse the County for the personal charges.

5. Termination of Card Use

Failure to follow the purchase card procedures issued by the Auditor-Controller may result in termination of the department's use of the credit card and/or other disciplinary action.

Termination of a card due to improper use may be initiated by the Auditor-Controller, County Administrator, Purchasing Agent, or County Counsel. These entities shall work together to authorize and complete a card termination.

If the credit card is lost or stolen, department head is to report the lost or stolen card to Administrative Services immediately to have the card cancelled in an effort to prevent fraudulent use.

6. Purchasing Card User Agreement

The Purchasing Card User Agreement must be reviewed and signed by all credit card users. *See Attachment A.*

Attachment A

COUNTY OF YUBA
PURCHASING CARD USER AGREEMENT

DEPARTMENT: _____ Date: _____

Card User's Name: _____ Phone: _____
(Please print)

I, _____, do hereby acknowledge receipt of purchasing card
(Please print)
number _____ and agree to assume responsibility for compliance
with the terms and conditions of the Yuba County Purchasing Card Policy.

Initial:

_____ I understand that the Purchasing Card is solely for official business of the County of Yuba,
intended to facilitate the payment of travel expenses for the conduct of County business
within applicable activity limits and is not for my personal use.

_____ I understand that use of the Purchasing Card for payments not authorized within the Yuba
County Purchasing Card Policy will be considered misuse of the Purchasing Card and may
result in administrative action such as, but not limited to, (a) immediate forfeiture of the
Purchasing Card, (b) disciplinary action which may include termination of my employment
and (c) conviction of a felony. I further understand that I am personally liable for any
payments not authorized by my Department Head and permitted within Yuba County
Purchasing Card Policy.

_____ I understand that all charges will be billed directly to and paid directly by the County of
Yuba and that I cannot make payments to the financial institution directly.

_____ I understand that I am responsible for maintaining security of the Purchasing Card and for
all charges made by or authorized by me against it. I will safeguard the Purchasing Card
with appropriate security from the time I receive the card until it is surrendered to the
appropriate person within my department.

_____ I agree to follow State of California law, County of Yuba purchasing policies and
procedures, and departmental guidelines.

_____ I understand that the Purchasing Card must be surrendered upon request and/or upon my
termination of employment from the County of Yuba.

_____ I have received appropriate training and agree to comply with all instructions as set forth by
the Yuba County Purchasing Card Policy.

_____ I understand that the Yuba County Auditor's office will audit the use of this card and
should I violate the terms of the Purchasing Cardholder Agreement, I will reimburse the
County of Yuba for all charges improperly authorized by me to the Purchasing Card and all
costs incurred by the County of Yuba related to the collection of such charges.

Cardholder's Signature: _____ Date: _____

Department Head Signature: _____ Date: _____

Yuba County Administrative Policy & Procedures Manual

Subject: FACILITIES MANAGEMENT	Policy Number: E-1	Page Number: Page 1 of 3
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. Maintenance

Maintenance is work required to keep facilities at the level of condition which permits efficient utilization of the function assigned. It includes housekeeping and custodial functions, operations and servicing of mechanical support equipment, and recurring repair and preservation work, such as structural repairs, roofing, painting, plumbing, heating and air conditioning, and electrical service.

2. Responsibility

The Administrative Services Director, through the Buildings and Grounds and Custodial Divisions of the Administrative Services Department is responsible for maintenance of all County facilities. The Director of Administrative Services shall also be responsible for approving all building and facility alterations.

3. Furniture Moves

The Building and Grounds Division is responsible for accomplishing all moves of furniture, furnishings, and equipment. Some moves may require coordination by the Information Technology Division of Administrative Services. Most moves will be accomplished by County personnel, Jail inmates participating in the Trustee program or the use of contractors. Determination of method will be made by the Administrative Services Director.

4. Furniture Repairs

Requests for repairs to furniture shall be evaluated by the Facilities Manager. Where feasible the repairs will be completed by County maintenance personnel; however, requesting departments will be charged on a time and materials basis. The Facilities Manager shall also coordinate any warranty repairs.

5. Requests

Departments requiring furniture moves will advise the Buildings and Grounds Division of requirements at least thirty (30) working days prior to desired move date (prior telephonic coordination is desirable).

6. New Furniture

Several of the County facilities have furniture standards. Furniture purchases must be approved by Administrative Services to ensure compliance with standards. This

improves aesthetics of our buildings as well as eases warranty tracking and eases maintenance and repair.

7. Building Security

Basic responsibility for security of a department's facilities rests with the using department. Overall building security needs shall be coordinated by Administrative Services.

A. Security Badges

Every employee of Yuba County shall have an ID badge with them or at their work station at all times each day they are at work. Some facilities require you to have your card on your person at all times. Each employee has the responsibility to take the appropriate care to control his or her badge to prevent loss and thereby any unauthorized access to County facilities.

See Section E-6 Security Badges for additional information

B. Keys

The Facilities Manager will provide locksmith services and maintain master key control records. Keys will be issued only upon receipt of a written request signed by a Department Head or acting Department Head. Keys must be signed for upon receipt by the department.

1. Department heads are responsible for all keys issued to their employees. Only County employees specifically authorized by the Department Head may receive keys, and Department Heads shall maintain a written record of each key issued.
2. Duplicate keys may be obtained only upon written request to the Facilities Manager.
3. Check out procedures will be established by each department to ensure keys are turned in by departing employees.

8. Energy Conservation

Energy conservation is defined as management actions directed toward more efficient utilization of all energy sources.

- A. County policy is to support energy conservation and to maintain and operate all County facilities at appropriate energy levels to conserve fuel and to serve as an example to the public.
- B. The Director of Administrative Services is responsible for maintaining temperature settings in County facilities to conform with energy conservation and efficiency standards. County employees shall not tamper with thermostat settings.
- C. Space heaters are prohibited in all County offices.

9. Sign Control

To insure a uniform high standard of appearance for all signs installed on County property and to keep maintenance and acquisition costs to a minimum, a sign control procedure shall be established.

- A. Included for the purposes of this procedure are all County identification, informational and directional signs, except those used in connection with roads and recreation facilities.
- B. The Building and Grounds Division is responsible for establishing standards and reviewing all proposed sign installations for conformity with these standards. Basic sign standards indicate that signs shall be consistent with other signs in the facility, easily visible, and meet any legal signage requirements. Additional standards may exist by facility. See Administrative Services for guidance.

10. Posting of Notices

No announcements, advertisements or other printed material with the exception of public notices, those required by statute, posted in designated locations shall be posted in or on County facilities without the express permission of the Administrative Services Director. Such permission shall be requested, in writing, and shall include the reason for the request, and desired duration of the posting. In the interest of a uniform high standard of appearance, the Administrative Services Director shall have discretion to reject such requests, or to limit the duration of posting.

12. Space Management

The Board of Supervisors is ultimately responsible for the assignment of departmental office space in all County facilities. At the staff level the Director of Administrative Services is charged with collecting and analyzing departmental space needs and requirements and recommending assignments to the Board through the Public Facilities Committee, which shall consist of two Supervisors, the County Administrative Officer, County Counsel, and the Director of Administrative Services.

13. Paint Colors

County facilities may have standard paint colors for aesthetics and for ease of maintenance. Any painting should be approved by Administrative Services and should utilize a standard paint color. Administrative Services shall document existing standards, and may adopt new standard colors as they see fit.

Yuba County Administrative Policy & Procedures Manual

Subject: WASTE DISPOSAL	Policy Number: E-4	Page Number: Page 1 of 2
	Date Approved: 02/19/08	Revised Date: 05/14/13

POLICY:

The County of Yuba and all of its entities will strive to be good stewards of the environment. We will work to minimize our waste, and agree to handle our trash and waste materials in an environmentally appropriate manner.

RECYCLING:

Where feasible, county employees in participating County facilities shall recycle any applicable materials as directed by the Administrative Services Director. The recycle program will be coordinated by the Custodial Services Division and may include participation from outside entities.

UNIVERSAL WASTE DISPOSAL:

The Facilities Manager will maintain the County Universal Waste Disposal Program. All materials deemed universal waste; such as fluorescent tubes, compact fluorescent bulbs (CFLs), spent electronic ballasts, spent batteries, and non-empty aerosol cans, will be properly collected, stored, and disposed of in compliance with federal, state and local laws.

E-WASTE :

The Facilities Manager will maintain the County Electronic Waste Disposal Program and coordinate appropriate disposal. All materials deemed electronic waste that are not Universal Waste including spent computer monitors, keyboards, CPUs or 'mother-boards,' cases, and other computer components, discarded printers, calculators, telephone equipment and other related electronic waste products are to be properly collected and disposed of in compliance with federal and state law. Any item containing a circuit board, keyboard, or display screen qualifies as e-waste.

HAZARDOUS MATERIALS:

All materials deemed **hazardous** waste that is not universal or electronic waste including but not limited to paint, chemicals, oil, solvents, paint thinner, other unknown liquid, or products that carry words like danger, warning, toxic, flammable, corrosive or explosive must not be put in the regular trash and must be dealt with appropriately. Departments are to contact the Administrative Services Department to arrange for pick-up and disposal.

CONFIDENTIAL DOCUMENT DISPOSAL:

All confidential documents required and certified to be destroyed in accordance with applicable federal, state and local laws, and county policy, shall at the discretion of the Department Head, be shredded on-site by county employees or destroyed through a confidential documents destruction contractor who meets county purchasing and confidentiality guidelines. County departments may contact the Facilities Manager and have their documents destroyed in accordance with *Documents Destruction Procedure Policy*. A copy of this procedure is available in Administrative Services.

Of Special Note:

Public records or writings may only be destroyed in strict accordance with State law as:

- A. Certain public records may never be destroyed.
- B. Certain public records may be destroyed only after reproduction and with authorization by the Board of Supervisors.
- C. Most court records require court approval prior to destruction.
- D. County destruction of records procedures must be enacted by Board resolution.

Yuba County Administrative Policy & Procedures Manual

Subject: REAL ESTATE AQUISITION	Policy Number: E-7	Page Number: Page 1 of 1
	Date Approved: 10/27/09	Revised Date: 05/14/13

POLICY:

In an effort to have consistent processes when acquiring real estate, all real estate transactions shall be coordinated through Administrative Services. This will assist in planning for proper maintenance of facilities, and proper record keeping for the County's entire real estate portfolio in a central location. Proper record keeping includes storage of sales contracts, leases and other pertinent negotiation documents, project plans, and etc. This will ensure that the property inventory report is accurate and each property has adequate insurance. When notified of property transactions, Administrative Services shall ensure that the department initiating the transaction has all of the information needed to update all of these documents.

PROCEDURE:

1. Real Estate Purchases & Other Acquisitions

The Administrative Services Director is responsible for coordination, planning, and negotiation of all real estate purchases, and for maintaining records of those purchases. If the need to purchase real estate arises, departments should contact Administrative Services and provide an explanation of the requirements.

Departments should notify Administrative Services if property is acquired through any means, even if not purchased. This will allow Administrative Services to share with departments how to properly document acquisition in the centralized repository.

Yuba County Administrative Policy & Procedures Manual

Subject: LEASE ADMINISTRATION	Policy Number: E-9	Page Number: Page 1 of 1
	Date Approved: 05/14/13	Revised Date:

POLICY:

1. Real Estate Leases

The Administrative Services Department is responsible for lease administration for all county facilities. The department also serves as the central repository for all lease documents. If the need to lease property arises, departments should contact and coordinate the process with Administrative Services. All leases must be executed in accordance with the Yuba County Purchasing Manual, which requires that all lease transactions, including amendments, be approved by the Board of Supervisors.

2. Health and Human Services Exception

Any lease or lease amendment related to space controlled or peripherally related to the Health and Human Services building located at 5720 Packard Avenue must first be approved by a committee consisting of the following members:

- County Administrator
- County Auditor
- Director of Health and Human Services
- Director of Administrative Services

The Director of Health and Human Services representing the primary tenant in that facility shall have the responsibility to solicit input from the other tenants of the facility and bring forward their perspectives to the committee.

If at such time the Health and Human Services Department is no longer the primary tenant of the facility, the committee position shall be replaced by the director of the department representing the new majority tenant.

Yuba County Administrative Policy & Procedures Manual

Subject: BOARD OF SUPERVISORS AGENDA	Policy Number: G-1	Page Number: Page 1 of 3
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. Documents Requiring Legal Review

Resolutions, Ordinances, Agreements, Contracts, Leases, MOU's, Grants, etc. must be reviewed and signed by County Counsel prior to request to be placed on committee or agenda action. Allow 21 days for review per County Counsel Legal Services Policy. *See Attachment A.*

- A. Agreements, contracts, leases, MOU's must be executed by the other party prior to your agenda request. The County will be the last to execute said documents. Any requests to change the signing order must be approved by the Clerk of the Board.
- B. The County is normally the first party to execute grants and agreements with State/Federal agencies. The department is responsible for obtaining signature by the State/Federal agency and providing a fully executed copy to the Clerk of the Board as soon as it is received from the State/Federal agency.
- C. Bi-County agreements in which the other County is the lead agency must be approved by their Board and executed by their official prior to the agenda request being submitted to the Board.
- D. All requests for new or amended ordinances must be reviewed by County Counsel and be in County Code format. The Human Resources and Organizational Services Department must also review any new or amended ordinance or resolution dealing with personnel matters. Human Resources and Organizational Services Department will draft position allocation resolutions.

2. Budget Transfers

Budget transfers must be signed by the Department Head, County Administrator, and the Auditor-Controller prior to scheduling for committee or agenda action.

3. Committee/Agenda Staff Report

Committee and agenda packets require a staff report from the department on letterhead in the format prescribed as follows:

Staff report should be in memo form, and shall clearly delineate a recommended action, background, discussion, committee recommendation, and fiscal impact regarding the recommended actions. *See Attachment B.*

4. Bypassing Committee and Schedule on Consent

Under certain circumstances, a department can bypass Committee and place an agenda item directly on the consent agenda. The staff report shall indicate the reason for bypass of committee review. The following are examples of circumstances:

- A. Routine grant requests if total expenditure is \$5,000 or less
- B. No General Fund impact and/or County match
- C. No impact to any other department
- D. Annual routine requests
- E. Year end budget transfers for cleanup
- F. Prior approval by BOS or County Administrator

Please verify with Clerk of the Board if uncertain of consent agenda placement.

5. Fast Tracking

Defined as committee one week, consent agenda on the following week. Committee and agenda packets are submitted at the same time with all documentation complete and notation on the staff report under committee heading that item is recommended for approval by committee name. If the committee does not recommend approval, it is the department's responsibility to immediately notify the Clerk of the Board's office after the committee meeting. The item will then be returned for preparation of a new agenda packet for submittal to a future agenda.

6. Types of Agenda Items

A. Consent Items

Routine items of which no discussion is anticipated and/or the item has been recommended for consent calendar by a Board of Supervisors Committee. Consent items are approved at the same time by one motion of the Board unless there is a request for a specific item to be removed for discussion purposes.

B. Department Items

Items for discussion, requested by a Board of Supervisors Committee and/or County Administrator/Chairman to be placed under County Departments.

C. Information Items/Presentations

Requires no action by the Board of Supervisors.

D. Committee Items

All non-routine items; items requiring policy direction, purchase/travel not budgeted, etc. Typically matters come to committee first for direction and/or recommendation for approval on Consent.

7. Committee Packets

Submit a completed Agenda Item Transmittal Sheet to place item on Committee. The transmittal sheet can be obtained on the County intranet or through the Clerk of the Board. Submit one original staff report and only once copy of any document requiring signature. The original agreement, contract, lease, MOU, grant, resolution, ordinance or budget transfer is not submitted with the committee packet; only a copy of the signed document. Please note on brown sheet approximate time needed. No documents shall be larger than 8 ½ x 11

8. Agenda Packets

Submit one completed Agenda Item Transmittal Sheet to place item on agenda. The transmittal sheet can be obtained on the County intranet or through the Clerk of the Board. Submit one original staff report and original of any document to be executed by the Chair (i.e. agreement, contract, lease, MOU, grant, resolution, ordinance or budget transfer). Paper size must be 8 ½ x 11. If an item agendaized is required to be mailed to any outside party, address labels and additional copies of packet are required at the time submitted. Please note on the brown sheet approximate time needed.

9. Agenda Deadline

Agenda items must be submitted by noon Thursday, 12 days prior to the meeting. If a holiday falls during the Thursday – Monday timeframe, the deadline is Wednesday at noon. *Please refer to County Intranet for Agenda Deadline Schedules.*

CONFIDENTIAL ATTORNEY-CLIENT REQUEST
FOR COUNTY COUNSEL LEGAL SERVICES
(Supplement requests with attachments if necessary)

Requesting Department _____

Date _____

SPECIFIC QUESTION(S) TO BE ANSWERED:

BACKGROUND INFORMATION – If this is an opinion request, please provide description of the problem/your concern, giving events, names, addresses (zip codes), dates and times; also attach copies of all background documents, including local, state or federal program documentation and names/citations to applicable statutes, (we need more than, e.g., SB 90; we need session law or code cite, e.g., statutes 1972, chapter 1406 or Revenue and Taxation Code §2201 et seq.) ordinances, regulations, cases of which you are aware.

IF THIS IS A LEGAL DOCUMENT REQUEST also include Contract/Lease - attach your draft of any pertinent contract, lease, ordinance or resolution.

Requested Date of Completion _____

Reason for Requested Completion Date if Less Than 21 Working Days:

DEPARTMENT HEAD APPROVAL

(Signature)

Contact Person _____ Telephone/Ext _____

SAMPLE BOARD MEMO

[Same format is also used for Committee except you omit "Committee Action"]

To: Board of Supervisors or Name of Committee

From: [Department]

Subject:

Date: [Date of the Board or Committee meeting]

Recommendation

Board Agenda - [Be specific in delineating the action being requested; i.e. adopt resolution/ordinance, authorize budget transfer, approve contract/MOU, etc.]

Committee Agenda – [Committees make a recommendation rather than approve. Consider resolution/ordinance/budget transfer/contract or provide direction]

Background

[What has transpired to prompt the department to bring this matter to the Board of Supervisors (or Committee) for consideration.]

Discussion

[What information does the Board of Supervisors (or Committee) need in order to make an informed decision and/or what will be the result should your action be approved as requested.]

Committee Action

[What committee reviewed your request and what was the committee recommendation to the full Board. When the matter was not submitted to a committee, state the reason but do not omit or indicate n/a; i.e., a routine budget transfer, ongoing grant, renewal of ongoing contract, due to timelines was unable to submit to committee, etc.]

Fiscal Impact

[What financial impact/general fund impact will this action have on the County should your request be approved. Also advise of grant funding and county match if appropriate.]

Yuba County Administrative Policy & Procedures Manual

Subject: INFORMATION TECHNOLOGY	Policy Number: H-1	Page Number: Page 1 of 2
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. The County will maintain an in-house capability to manage the acquisition, development and support of computer, network, and communication systems. The use of outside contractors to supplement county staff is encouraged when such services are cost beneficial and in the best interests of the County.
2. The information technology function shall be organizationally located as a division within the Department of Administrative Services. The Information Technology Division is responsible for:
 - A. Implementation of policies.
 - B. Identification of emerging technologies.
 - C. Project planning, development, and tracking.
 - D. Acquisition strategy and recommendations.
 - E. Systems, hardware, equipment maintenance and security.
 - F. User training.
 - G. Fiscal coordination, including development and management of the Information Technology budget unit (1900) and the Computer Replacement Trust fund.
3. All technology support positions shall be located in the Department of Administrative Services, Information Technology Division. The Board of Supervisors may allow an exception to this basic policy where an overriding benefit to the County may be clearly demonstrated.
4. A Technology Review Committee shall exist as a county-wide Information Technology governance system, and shall serve in an advisory capacity to the County Administrator and Board of Supervisors. The committee shall consist of approximately 10 department heads who shall be considered permanent members, and 4 additional members who may be any member of County management and shall serve for a period of 24 months.

The Technology Review Committee shall be responsible for assisting in the prioritization of large technology project, making funding recommendations, work to understand technology trends and how the County can benefit from them, and ensuring the County is receiving the greatest benefit from its technology investment.

5. The Technology Review Committee and Information Technology Manager shall review all departmental requests for acquisition of new (non-standard) information technology resources to include: equipment, software, security systems and related support systems. Standards have been developed for personal computers and all peripherals, software, palmtop devices, tape drives, network equipment, digital cameras, copiers, and telephone equipment. All standard purchases must be approved by the Purchasing Agent.
6. The Information Technology Manager shall provide advice to the Purchasing Agent as to the standards for technology resources.
7. Maintenance and licensing agreements for equipment and hardware shall be evaluated by the Information Technology Manager at the time of purchase, and may, depending on circumstances, be renegotiated or modified by either the Technology Review Committee or the appropriate department head, with Board approval. No maintenance, support, or licensing agreements shall be executed without prior evaluation by the Information Technology Manager.
8. The Information Technology Division or its delegates shall approve and be responsible for the installation of all software applications on County computers.
9. Technology is to be used only as a part of the normal execution of an employee's county job responsibilities. All employees are given a Technology Use Policy during new employee orientation for review and acknowledgment (see attached).
10. Employees under no circumstances will use the password of another or share passwords.
11. Use of technology within the County may be subject to monitoring and/or blocking for security and/or network management reasons.
12. Information Technology in consultation with the Technology Review Committee shall implement various security procedures to protect the technology resources of the County. These procedures will address all recognized exposures to harmful activities such as virus contamination, unauthorized access, theft, and attacks on critical technology systems. Information Technology shall develop and maintain security policies and procedures to comply with relevant laws, regulations, requirements and best practices, and will assist departments in implementing controls and procedures to be in compliance with security requirements.
13. All internet presence sites such as web pages shall be developed in accordance with the County's Web site policy.

Yuba County Administrative Policy & Procedures Manual

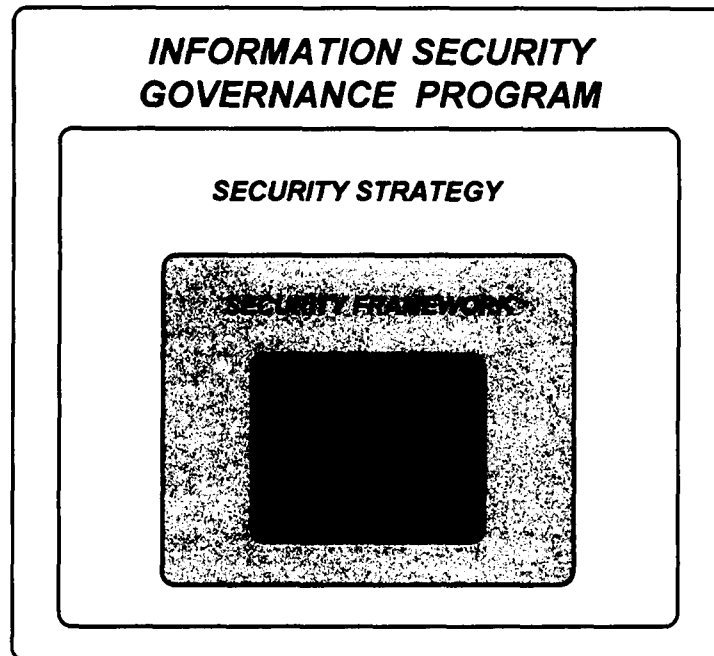
Subject: INFORMATION SECURITY GOVERNANCE PROGRAM	Policy Number: H-3	Page Number: Page 1 of 7
	Date Approved: 05/14/13	Revised Date:

POLICY:

It is the policy of Yuba County to protect and secure all information assets in accordance with applicable laws, regulations, and accepted best practices while ensuring availability, integrity, and confidentiality.

To achieve this goal, the Yuba County Board of Supervisors authorizes the Yuba County Information Technology Security Officer, together with Information Technology, to develop and maintain the Yuba County Information Security Governance Program, with input and approval from County Counsel, HR, and the TRC, requiring all Yuba County Departments to comply with the Yuba County Information Security Governance Program.

The Program consists of the following components and their relationship to each other represented in this diagram:



The Yuba County Information Technology Security Officer will interpret and apply relevant State and Federal legislation to ensure that the best interests of the constituents of Yuba County are represented.

Yuba County

Information Systems Security Framework

Version 1.0

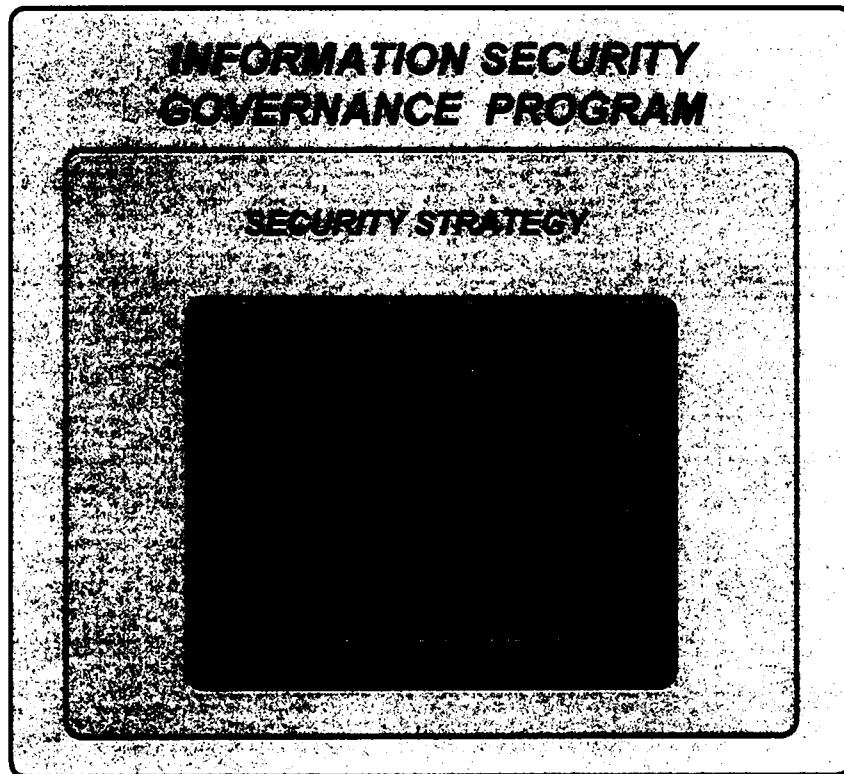


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1 Purpose

The purpose of the information security framework is to define the Vision, Mission, Roles Responsibilities, and Scope of an Information Security Governance program. The framework plays an important role in carrying out strategic directives and objectives communicated by management to the organization. Once management has committed to establishing and supporting an Information Security Governance Program, the structure for the program is represented in the following diagram:



The Yuba County Information Security Governance Program is administered through a shared management philosophy and achieves the following management objectives:

1. Legal and regulatory compliance.
2. Risk management.
3. Performance measurement.
4. Resource management.
5. Strategic business alignment with information security.
6. Optimizing information security investments.

The Federal Information Security Management Act of 2002 (FISMA), and California Code provide further legal guidance to allow the Technology Review Committee (TRC) to review and approve management, operational, and technical security requirements mandated to protect Yuba County information. Yuba County Information Systems Security Policy (YCISSP), once implemented, is intended to protect all Yuba County information resources,

and by extension will impact the hardware, software and infrastructure required to enable the services provided by County, State, and Federal sources.

The framework guides the activities and processes that result in an effective Information Security Governance Program. All information security policies that are developed by the Information Technology Security Officer together with Information Technology are approved by the Technical Review Committee, Human Resources/Risk Management, and County Counsel, and are included in the YCISSP. These policies reflect the will of the Yuba County Board of Supervisors and management in protecting all Yuba County information.

Once the framework is adopted, all proposed policies will be reviewed by the Technical Review Committee working with County Counsel, the County Administrator, and Human Resources. The YCISSP will be maintained by Information Technology and the Information Technology Security Officer.

2 Vision

The vision of the Information Security Governance Program is that through effective awareness programs, policies, and security risk management, Yuba County will minimize the financial and legal impacts of information security incidents on its constituents and management, staff, and other stakeholders.

The Information Security Governance Program represents a collaborative effort between all Yuba County departments regarding the lawful use and appropriate protection of Yuba County information.

3 Mission

The mission of the Information Security Governance Program is to ensure confidentiality, availability, and integrity of all Yuba County information to authorized persons.

4 Scope

The scope of the Information Security Governance Program includes all Yuba County information. Examples include: Databases, lists, records, email, configurations, login and account information, financial records, personal information, medical records, etc.

5 Terminology

Breach – Any unauthorized access, modification, or disclosure of information whether accidental or intentional.

Information Owner (or Data Owner) – Information ownership is the direct responsibility of user departments. Department heads and/or designees are responsible for being knowledgeable about confidentiality and privacy laws specific to their department's functions. Department Heads

and/or designees are responsible for all aspects of the classification, use, distribution and protection of County information while inside or outside of their respective departments. This responsibility includes identifying all information sets within their care and communicating this information to the Information Custodians, determining the level of access to information granted to each user, coordinating with the information custodians to assure that facility security needs of sensitive information are met, [Examples include: any classification designations per user and information set are communicated to the Information Custodians, establishing backup and restore intervals, developing processes to communicate changes in compliance affecting information, recovery procedures, etc.]

Each department or agency is required to document public versus sensitive data under its control. Questions about the proper classification of a specific piece of information will be addressed to the Information Owner. The Information Owner is the Department Head responsible for the information or information system. The Information Owner is the classification authority and must advocate for adequate resources to support information custodial functions relating to their information. It is the responsibility of the information custodian to apply appropriate measures to protect all information assets that are classified as sensitive by the owner of that information. This policy is not intended to, nor does it, create any personal liability on the part of the Information Owner for any direct, indirect, or consequential loss or injury arising out of or connected to the use or misuse of County information.

Information Security Incident – An occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system, or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

Information Security Risk – The probability of an information security incident occurring and its impact to county finances or constituent confidence.

Information Security Risk Management – The assessment, acceptance and mitigation of information security risk.

Yuba County Department – Any clearly defined functional body governed by the Yuba County Board of Supervisors. This includes but is not limited to Departments, Agencies and Commissions.

Information Custodian – The individual within Information Technology responsible for physically and logically securing the data as defined and communicated by the Information Owner. The Information Custodian will: ensure that access controls to information are in place and monitored, work with Information Owners in establishing processes which communicate any changes to custodial requirements, ensure data recovery activities provide necessary availability to comply with state mandates, monitor, detect, and track changes to information content.

6 Roles and Responsibilities

Board of Supervisors

The Board of Supervisors is responsible for reviewing and ratifying the Information Security Framework and supporting the Information Security Governance Program through their actions and resource allocation.

County Administrative Officer (CAO)

The County Administrative Officer acts as an agent of the Board of Supervisors to ensure that administrative policies and programs are carried out by County departments.

Information Technology Security Officer (ITSO)

The Information Technology Security Officer is responsible for establishing and maintaining the Information Security Program.

Information Technology (IT)

Information Technology works jointly with the Information Technology Security Officer in developing security policies and implements those policies once adopted. Information Technology also acts as information custodian and is responsible for ensuring that all protected information is secure while in transit and at rest.

Department Head (DH)

Department Heads are responsible for ensuring departmental participation in the Information Security Program, designating the qualified Information Owner, and providing appropriate resources to perform required security tasks.

Technology Review Committee (TRC)

The Technology Review Committee is a Board authorized committee of Department Heads and Managers responsible for the review and approval of all information security policies that are incorporated into the YCISSP.

Information Custodian

The Information Custodian role is assigned to Information Technology and implements Information Security policies as well as ensuring data meets applicable standards as set by the Information Owner. The Information Custodian, at the request of an Incident Manager, provides records, files, media, information, and logs during an incident response.

Yuba County Administrative Policy & Procedures Manual

Subject: COUNTY COUNSEL SERVICES	Policy Number: J-1	Page Number: Page 1 of 2
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. Provision of Legal Services

The office of County Counsel is charged with giving legal advice to the Board of Supervisors and County departments. The County Counsel is also charged with prosecuting legal actions brought by the County and with defending legal actions brought against the County and/or its employees while they are acting within the scope of the employer/employee relationship.

2. Requests for Legal Advice

Except in situations of immediate urgency, requests for legal advice are to be in writing and directed to the County Counsel. A Request for County Counsel Services form has been developed by County Counsel for department heads to complete with their request or question. Legal questions and requests for legal advice are never to be sent by e-mail. *See Attachment A.*

- A. Department heads may designate one person in addition to the department head who will have authority to request legal advice from County Counsel. The County Counsel will not respond to a request for legal advice except as provided herein or in situations of immediate urgency.
- B. County Counsel will attempt to respond to requests for legal opinions within 21 working days of receipt of a request from a department. This allows prioritization of requests and flexibility to accommodate urgent requests.
- C. All contracts, professional services agreements and MOUs submitted to the Office of County Counsel for legal review must first be routed to Risk Management for review and approval. Once the Office of County Counsel receives a Risk Management approved contract/agreement/MOU for legal review, County Counsel will attempt to review and return the documents within 21 working days of receipt.

3. Threatened and Actual Litigation

When any employee and/or the County is threatened, either orally or in writing, with suit as a result of employment related activity, such event shall be reported by the person receiving the threat to his/her department head who will then advise the County Counsel.

- A. When any County employee is served with any legal process (summons, complaint, subpoena) relating to any aspect of his/her employment with the County, the person shall orally advise County Counsel of such service at the first opportunity and shall then follow the instructions given by County Counsel for delivery of the process to the Office of County Counsel.
- B. If a County employee is sued as a result of any act or omission relating to his/her employment with the County, the employee shall request, in writing, that the Office of County Counsel provide him/her a defense if the employee so desires.

4. Agenda Review

When any department seeks to place on the Board of Supervisors' agenda any material requiring the review of County Counsel, such material which includes but is not limited to all closed session matters, shall be reviewed by County Counsel prior to submission to the Clerk of the Board for placement on the agenda. Material requiring the review of County Counsel submitted to the Clerk of the Board prior to such required review will be returned to the department.

Attachment A

CONFIDENTIAL ATTORNEY-CLIENT REQUEST
FOR COUNTY COUNSEL LEGAL SERVICES
(Supplement requests with attachments if necessary)

Requesting Department _____

Date _____

SPECIFIC QUESTION(S) TO BE ANSWERED:

BACKGROUND INFORMATION – If this is an opinion request, please provide description of the problem/your concern, giving events, names, addresses (zip codes), dates and times; also attach copies of all background documents, including local, state or federal program documentation and names/citations to applicable statutes, (we need more than, e.g., SB 90; we need session law or code cite, e.g., statutes 1972, chapter 1406 or Revenue and Taxation Code §2201 et seq.) ordinances, regulations, cases of which you are aware.

IF THIS IS A LEGAL DOCUMENT REQUEST also include Contract/Lease - attach your draft of any pertinent contract, lease, ordinance or resolution.

Requested Date of Completion _____

Reason for Requested Completion Date if Less Than 21 Working Days:

DEPARTMENT HEAD APPROVAL

(Signature)

Contact Person _____ Telephone/Ext _____

Yuba County Administrative Policy & Procedures Manual

Subject: REQUISITIONING SUPPLIES	Policy Number: K-1	Page Number: Page 1 of 2
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. Printing Requisitions

The Department of Administrative Services no longer operates a Copy Center on site at the Government Center. Contractual relationships have been developed with several local print houses to handle the County copy/print needs. Contact information is available from Administrative Services. Departments are encouraged to work directly with these local businesses for their requirements. Most of these businesses create a master monthly invoice which is processed through Administrative Services.

- A. At the end of each month, Administrative Services will complete a journal request itemizing the copy/print charges by department. The request will be submitted to the Auditor-Controller's Office for processing. A copy of the journal request will be sent to each department that incurred a charge for their records.

2. Requisitioning Supplies

All requisitions for office supplies and specialty items shall be made through the designated supplier as defined by the Purchasing Department. A countywide contract is in place to ensure that County needs are met, and that the County receives overall best pricing, rapid response times, and centralized billing. Any requests for unusual or specialty items should be coordinated with the Purchasing Coordinator in Administrative Services to ensure that the item is not already under County contract. If an item is not under contract, the guidelines published in the County's Purchasing and Contracts Manual must be followed.

- A. At the end of the month, each department will be charged for its total requisitions for the month.
- B. Supply invoices are paid centrally by Administrative Services, and departmental costs are allocated back through the Auditor-Controller's Office. Any discrepancies should be discussed and resolved with the Auditor-Controller and Administrative Services.

3. Sufficient Funds Must be Available

Supplies, printed material, and copier material cannot be requisitioned unless the department's budget has sufficient funds to cover the cost.

4. Messenger Service

The Department of Administrative Services shall provide interdepartmental mail and messenger service to all County departments. A centrally located collection station shall be established in each major county facility for deposit and receipt of correspondence. Outgoing U.S. mail shall be segregated by departments according to postal tags provided by Administrative Services. Outbound packages must be delivered directly to Administrative Services for UPS/Federal Express processing. All overnight/express packages must be received by Administrative Services by 3:00 p.m. for same day processing.

5. Ergonomic Devices and Workstation Modifications

All requests for ergonomic devices, workstation modifications or accommodation with special devices (i.e. ergonomic keyboards, chairs, desk height changes, etc.), or requests for an ergonomic evaluation of a work station or area shall be coordinated through Human Resources.

Installation of any of the special devices or workstation modifications must be coordinated between Human Resources and Administrative Services.

6. Office Equipment

All purchase and lease agreements for office equipment exceeding \$5,000 shall require strict adherence to the guidelines outlined in the County Purchasing and Contracts Manual.

The Purchasing Agent or his/her designee is responsible for purchasing or leasing copiers.

Purchases of information technology equipment require the approval of the Information Technology Manager and may also require approval from the Technical Review Committee (TRC).

Yuba County Administrative Policy & Procedures Manual

Subject: CAPITAL ASSETS	Policy Number: K-3	Page Number: Page 1 of 32
	Date Approved: 05/14/13	Revised Date:

BACKGROUND:

The purpose of this Capital Assets Policies and Procedures Manual is to present a uniform method of maintaining Yuba County's capital asset records and to apply a consistent method of accounting for capital assets. This policy does not address or supersede existing budgeting or funding procedures in place. Policies incorporated into this manual are intended to be in accordance with Generally Accepted Accounting Principles (GAAP) and to follow the best practices established for the maintenance of capital asset records.

In addition to providing a point of reference to Yuba County officials and others relative to capital assets accounting, the objectives of this manual are as follows:

- To assemble in one manual of reference, the policies, procedures and instructions to be used in the maintenance of the capital assets system;
- To name the requirements and responsibilities of the various departments in the perpetuation of the capital assets system;
- To provide examples and forms to be used in maintaining the capital assets system.

The establishment and adherence to maintaining the capital assets record system offers the following benefits:

- Proper accountability and stewardship of assets owned;
- Compliance with GAAP;
- Basis for projecting future replacement and expenditures;
- Up-to-date insurable values and proof of loss substantiation.

PROCEDURE:

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<u>SECTION 1</u>	GAAP GUIDANCE AND REQUIREMENTS
<u>SECTION 2</u>	ASSET VALUATION <ul style="list-style-type: none">• VALUATION BASIS<ul style="list-style-type: none">• HISTORICAL COST• DONATIONS• TRADE-INS• CAPITALIZATION THRESHOLDS• CAPITAL ASSET THRESHOLD TABLE• SOFTWARE CAPITALIZATION• DEPRECIATION
<u>SECTION 3</u>	PROPERTY CONTROL RESPONSIBILITIES <ul style="list-style-type: none">• AUDITOR CONTROLLER'S OFFICE• DEPARTMENT
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<u>EXHIBIT A</u>	ASSET CLASSES AND USEFUL LIVES
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SECTION 1 – GAAP GUIDANCE AND REQUIREMENTS

The primary purpose of the County's Fixed Asset System (FAS) is to maintain physical accountability over the assets owned by Yuba County. The accounting system should provide a record of the capital assets obtained over the years that are still in service and identify the funding source for the purchase and/or construction of those assets.

GASB Statement No. 34 defines "capital asset" to include land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible and intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period."

The assets that will be capitalized and tracked in the FAS include:

- Land - Includes land associated with another asset, such as land under a roadway, which is physically owned by the County. Easements and land owned through fee title are included as Land.
- Land Improvements - This category would include non-moveable improvements that add value to land (not buildings) that do not have indefinite useful lives and are depreciable.
- Buildings and Building Improvements
- Equipment
- Construction in Progress
- Infrastructure and Infrastructure Improvements
- Intangible Assets - Software, patents, copyrights, and rights of usage or way.

To determine at what level these assets will be monitored, please refer to the Capital Asset Threshold Table found in Section 3.

The general reporting requirements related to capital assets are:

- Inclusion of capital assets in the Statement of Net Assets.
- Inclusion of depreciation expense in the Statement of Activities.
- Policy disclosures related to capital and intangible assets.
- Note disclosures of changes in the governmental and business-related capital assets. This statement would show the beginning balance for each class of assets, total additions for the year by class, total dispositions for the year by class, total transfers for the year by class, and the ending balance for each class of assets in tabular form.
- Facilitating the preparation of other reports, such as the Annual Road Report for the State Controller's Office.

SECTION 2 – VALUATION

VALUATION BASIS

Historical Cost – According to GAAP, capital assets should be recorded or capitalized at the historical cost or estimated historical cost. If purchasing a new asset, the historical cost includes the amount paid for the asset or construction costs less discounts, and should include any ancillary payments required to put the asset into its intended state of operation. Some costs that may be included in arriving at the historical costs are:

- Buildings/Structures – Professional fees, damage claims, cost of fixtures (lights, roof, HVAC), insurance premiums, and related costs incurred during the period of construction.
- Land – Legal and title fees, surveying, appraisal and negotiating fees, and damage payments. Costs associated with preparing the land for its intended use, such as grading and fill costs, may also be capitalized. Land related to infrastructure (i.e. land underneath roads) may be valued at 5% of the total project cost if fair market value is unknown. Land is not depreciable.
- Land Improvements – Historical costs may include professional fees, damage claims, and insurance premiums.
- Equipment, furniture and machinery – Installation, shipping and sales tax fees.
- Infrastructure – Costs include professional fees, damage claims, and insurance premiums.
- Intangible Assets/Software – Software purchase, design and testing costs, installation to hardware, payroll costs associated with installation and testing (See Section 3 – Software Capitalization).

If Yuba County is using in-house resources such as labor (including all applicable labor costs), materials, and supplies, they must be included as part of the cost of the asset and capitalized as if outside resources were used.¹

Donations – A donated asset should be capitalized at its fair market value as of the date it was accepted by the Board and when all capitalization criteria have been met. The fair market value is the estimated value of the asset for which it would be exchanged between a willing buyer and seller with full material knowledge and who agree that the exchange is equitable.

If the donation is received from a private company, corporation, or individual, the donor should provide the original cost assigned. If the donated item is new, the invoice cost should be available. If the donated asset is used, the estimated market value for tax purposes could generally be obtained from the donor. If the donor is unable to provide a unit original cost estimate, the Auditor-Controller's Office can obtain an estimate of value from the Purchasing Agent or an independent appraiser.

Trade-Ins – When a capital asset purchase is reduced by applying trade-in value from another asset, the Purchasing Agent is responsible for notifying the Auditor-Controller's Office of the trade-in on the Purchase Order. If the amount paid for the capital asset falls below the capital asset threshold

¹ Costs associated with internally generated capital assets would be moved from their respective line items to the appropriate capital asset expenditure account. Appropriations would be reduced in the line items such as Salaries & Benefits and be increased in the appropriate capital asset expenditure account.

due to the trade-in, the expense will still need to be coded to the appropriate expense account line item.

The criteria for capitalizing an expenditure, rather than expensing the cost as maintenance or repairs in the period it is incurred, are:

- 1) Does the cost extend the asset's useful life?
- 2) Does the cost increase the capacity or functionality of the asset?
- 3) Does the cost increase the efficiency of the asset?

If any one of the three questions can be answered "Yes", then the costs should be capitalized. If all three questions are answered "No", then the costs should be treated as maintenance costs and expensed in the period they are incurred.

For example, applying an overlay of less than one inch to a road or slurry sealing a section of asphalt would typically be considered a maintenance expense whereas widening the lanes or alignment improvements of a section of asphalt road would typically permit speed limits or traffic flow to increase and therefore would be considered a capitalizable expenditure.

The following definitions and summary chart illustrate the proper accounting treatment based on the type of expenditure.

Maintenance and repair costs allow an asset to continue to be used during its originally established useful life. If costs are incurred to keep an asset in its normal operating condition (e.g. lubrication, cleaning, or replacement of small parts) and the life of the asset is not extended, the costs would be truly maintenance expenditures that are expensed in the period incurred.

Additions, improvements, and betterments provide additional value by 1) increasing the capacity or efficiency of the asset, or, 2) lengthening the useful life of the asset. An increase in capacity increases the level of service provided by an asset. A change in efficiency maintains the same level of service but at a lower cost. These costs are capitalized and depreciated.

The process can be summarized in the following table:

EXPENDITURE TYPE	ACCOUNTING TREATMENT
Maintenance and repair costs	Expense
Additions, Improvements, and Betterments	Capitalize (if threshold is met)

CAPITALIZATION THRESHOLDS

Generally, assets are required to be capitalized for financial accounting purposes when two tests are met.

- 1) Assets with an original unit cost, including ancillary costs, must be equal to or greater than the Yuba County capitalization threshold shown in the table below.
- 2) The asset must show a future benefit beyond the current period.

Capital assets will be capitalized at the thresholds and in the appropriate expense account Element/Object as indicated in the following table:

CAPITAL ASSET THRESHOLD TABLE

<u>Asset Type</u>	<u>Element/Object</u>	<u>Capitalization Threshold</u>
Land	6100	\$ -
Land Improvements	6150	\$ 100,000
Buildings and Structures	6200	\$ 100,000
Building Improvements	6250	\$ 100,000
Equipment (Other than specified below)	6300	\$ 5,000
Vehicles	6310	\$ 15,000
Furniture & Fixtures	6320	\$ 5,000
IT Hardware	6330	\$ 5,000
IT Software ²	6340	\$ 50,000
Heavy and Unlicensed Equipment	6350	\$ 15,000
Office Equipment	6360	\$ 5,000
Infrastructure & Infrastructure Improvements	6400	\$ 250,000
Intangible assets (i.e. software ³)	6500	\$ 100,000
Intangible assets – non-depreciable (i.e. radio frequencies)	6600	\$ 100,000

Additions, improvements, and betterments will be capitalized according to the Capital Asset Threshold Table above. Items or projects under the threshold will be expensed (not capitalized). Capital assets will be identified with a capital asset tag (if applicable), set up in the capital asset record, and accounted for over the asset's useful life.

SOFTWARE CAPITALIZATION

Software is a common form of an intangible asset that can be capitalized when it is considered identifiable and reaches the threshold established above. To be considered identifiable, the asset must meet one of the following two conditions:

- 1) The asset can be separated from the government.
- 2) The asset arises from contractual or other legal rights.

² This line item is to record expenditures of software purchased from external sources.

³ Software as an intangible asset is internally generated not purchased from an external source.

Internally Generated Computer Software

Software is considered internally generated when the software is modified using more than minimal incremental effort before being put into operation.

Costs associated with internally generated computer software can be grouped in 3 stages:

- 1) Preliminary Project Stage: Costs incurred during this stage must be expensed as incurred. Activities in this stage include formulation of concepts and evaluation of alternatives, determination of existence of needed technology and final selection of alternatives.
- 2) Application Development Stage: This stage generally encompasses the following activities: Design of chosen path including software configuration and software interface, coding, installation to hardware, testing and conversion. Types of costs associated with this stage include:
 - a) Personnel costs: Large computer projects may require both employees and consultants to design and implement the system. The costs of both who are directly dedicated to the development and implementation of the computer project may be capitalized.
 - b) Travel, lodging, and similar expenses.
 - c) Purchased software and hardware: Software purchased separately from hardware or software that is modified using more than minimal incremental effort (modifying more than 25% of original source code) before being put into operation shall be recorded and depreciated separately when the capitalization threshold is reached.

Costs associated with the Application Development Stage generally should be capitalized. However, the nature of the activity shall override the timing of the activity. For instance, if training of employees occurs during the Application Development Stage, the associated outlays would be expensed as incurred.

- 3) Post-Implementation/Operation Stage: Activities in this stage include application training and software maintenance. The associated costs in this stage should be expensed as incurred.

NOTE: Software that is purchased with computer hardware as an integral part of the equipment will be capitalized and depreciated over the useful life of the computer hardware and follows the capitalization threshold established for equipment. Stand alone software license agreements will not be capitalized unless ownership is indicated within the license agreement and the capitalization threshold is reached.

DEPRECIATION

Depreciation is a cost allocation methodology that spreads the cost of the asset over its useful life rather than recognizing the total expense in the period purchased. Assets that have an indefinite useful life are not depreciated. Examples of assets with indefinite useful lives include land and easements.

Yuba County uses the straight-line method of depreciation. An entry is made each month to record depreciation expense, an amount which represents the cost of using the assets during the month. In developing the cost allocated to depreciation, Yuba County will need the following information:

Acquisition Date - The date Yuba County took ownership of the asset and placed the asset in service.

Useful Life - The useful life should be set to correspond to the time frame that the asset will contribute to the production of goods or services (see Exhibit B for a listing of asset classes and associated useful lives).

Salvage Value - The amount Yuba County can anticipate recovering at the end of the useful life of the asset. If the County expects to use the asset for its entire useful life the salvage value would typically be reported as zero (0).

SECTION 3 – PROPERTY CONTROL RESPONSIBILITIES

AUDITOR CONTROLLER’S OFFICE

To maintain accurate capital asset records, information must be centralized in the Yuba County Auditor-Controller’s Office. The Auditor-Controller is responsible for maintaining all of the information relating to the capital asset.

The Auditor-Controller’s Office will be responsible for:

- Interfacing with departmental contacts concerning capital asset policies and procedures.
- Monitoring purchase orders and payment vouchers for asset types to be included in the FAS.
- Issuing identification tags for capital assets that are capitalized in the FAS, when appropriate. Tags will be issued when the documentation for the expenditure is complete. See Section 6 – Tagging Procedures for policies and procedures related to tagging assets.
- Processing asset additions, transfers, and disposals based on information received from the departments.
- Reviewing all capital outlay expenditures budgeted in the 6000 series expenditures.
- Conducting quarterly reconciliations between the FAS and the General Ledger in the 1st – 3rd quarters. Monthly reconciliations are conducted in the 4th quarter.
- Any differences must be researched and resolved.
- All reconciliations must be documented and remain on file in accordance with Yuba County record retention policies.
- The annual general ledger reconciliation should also include reconciliation to the annual physical inventory to ensure that the control account maintained in the general ledger is supported by both the capital asset record totals in the FAS as well as the physical inventory.
- Annual review of the Capital Assets policy.

DEPARTMENT RESPONSIBILITIES

Each department will have a capital asset liaison. They will have the following responsibilities to ensure that the necessary information is provided to the Auditor-Controller's Office:

- Complete all necessary forms and submit them to the Auditor-Controller's office, with all appropriate supporting documentation, for processing in a timely manner.
- Forward accounts payable document(s) to be processed for payment.
- Apply capital asset identification tags to appropriate capital assets acquired by their department.
- Report transfers and disposals to the Auditor-Controller's Office in a timely manner.
- Conduct an annual physical inventory.
- Submit an annual inventory report, including a written certification that reflects any necessary additions and/or deletions, to the Auditor-Controller's Office.

SECTION 4 – ACCOUNTING AND IDENTIFICATION PROCEDURES

CREATION OF A RECORD IN THE FAS

It is the responsibility of the Auditor-Controller to fully prepare accurate capital asset records based on the appropriate documentation as provided by the departments. The Auditor-Controller's Office will create an asset record for every capitalized asset based on information included with the Capital Asset Acquisition Form and/or the Construction in Progress Cost Accumulation Worksheet (see Exhibit D).

The record must contain the following information:

- Capital Asset identification tag number
- Date of acquisition (month/day/year)
- Description (noun first, then adjective - e.g. table, conference)
- Manufacturer
- Model number
- Serial number
- Fund source
- Department number
- Location of asset
- Classification of the asset and its associated useful life (see Exhibit A)

TRANSFERS

Notice of transfers and/or dispositions of all county equipment will be made via submittal of an Equipment Transfer Form (ETF) (See Exhibit D) containing the following information:

- Capital asset identification tag number (if any);
- Date of transfer or disposition;
- Department name and location, of both the sending and receiving department;
- Description, manufacturer, model, and serial number of the asset to be transferred or disposed;
- Authorized departmental signature

All transfers will be performed by the departmental liaisons. Completed ETF's must be submitted immediately to the Auditor-Controller's Office upon completion of the transfer.

Transfers - Assets in Use: Transfers are to be recorded in the FAS when the relocation of the item or the exchange of physical custody of the asset is considered permanent. If the equipment is to be temporarily loaned or relocated, and the intention is to reclaim the item or restore it to its original location in the near future, the asset record need not be changed. Transfers are recorded when the relocation is between departments as opposed to room-to-room, or if there has been a change in the custodianship of the asset, not just a change in the physical location of the asset.

Transfers - Surplus Property: Surplus property are those assets that are no longer needed due to, for example, the cancellation of a particular program or the obsolescence of the equipment.

An ETF will be completed and signed by the sending department and the Purchasing Agent. The ETF should reflect "Surplus" as the receiving location. Final disposition of the surplus items will be communicated by the Purchasing Agent to the Auditor-Controller's Office. The original ETF will then be sent to the Auditor-Controller's Office.

NOTE: When a usable asset is transferred out of surplus, an ETF must be completed by the Purchasing Agent and the acquiring department liaison and forwarded to the Auditor-Controller's Office immediately.

DISPOSALS

A disposal represents the physical removal of an asset from custody or accountability. The Board of Supervisors (BOS) must approve all capital asset disposals prior to the actual disposal of the asset. The department submits a signed Capital Asset Disposal Form (See Exhibit D) to the Auditor-Controller's Office to process disposals.

ANNUAL PHYSICAL INVENTORY

At the end of the calendar year or shortly thereafter, a physical inventory of capital assets will be conducted by each department itemizing all capital assets in their possession. This will be done under the direction of the Auditor-Controller's Office and the departmental liaisons. The FAS report will be divided by location and department and given to the appropriate departmental designee for verification. The following procedures will be followed:

- Capital assets that are accounted for should be checked off.
- Capital assets that are at the location but not on the report should be noted with the capital asset tag number, description, and manufacturer, model, and serial number when applicable on the Capital Asset Exception Sheet.
- Capital assets that are shown in the report but no longer exist should be noted on the Capital Asset Exception Sheet with an explanation as to the removal. If the asset has been transferred, an ETF must accompany the Exception Sheet. If an asset is missing and the department requests removal from the FAS, then the department head will present the loss to the BOS and submit a letter with the Exception Sheet to the Auditor-Controller's office, in accordance with Yuba County Ordinance Code section 2.95.040.
- Capital assets that exist but are not shown in the report and are not tagged should be noted with the description, manufacturer, model, and serial number; these assets must be added to the FAS according to the procedures defined above.

CAPITAL LEASES

If a lease agreement meets one of the following criteria, the lease is classified as a capital lease:

- By the end of the lease term, ownership of the leased property is transferred to the County.
- The lease contains a bargain purchase option and the intent is to purchase the asset at the end of the lease.
- The lease term is equal to or greater than 75 percent of the estimated economic life of the leased property.
- The present value of rental and other minimum lease payment equals or exceeds 90 percent of the fair value of the leased property.

If the value of the future minimum lease payments reaches the capitalization threshold, the asset is capitalized upon inception of the lease.

Upon delivery of the asset, a lease financial summary (e.g. Schedule A for leased vehicles) is submitted to the Auditor-Controller's office from the Purchasing Agent. An amortization schedule may sometimes be provided by the lessor. If not, an amortization schedule will be created by the Auditor-Controller's office and forwarded to the leasing department's capital asset liaison. The amortization schedule and lease financial summary are used to itemize payments by principal and interest to ensure the appropriate amounts and corresponding expenditure accounts are used in the payment process, and to record the debt for vehicles leased using a capital lease.

SENSITIVE ASSETS

Sensitive assets are those assets with a value less than the capitalization threshold (and therefore not required for financial reporting) yet a measure of control over those assets is still desired. Control over sensitive assets needs to be maintained for various reasons including the following:

- Legal or reporting compliance (e.g., certain assets acquired using grant proceeds)
- Protect public safety and avoid public liability (e.g., police weapons)
- To compensate for a heightened risk of theft (e.g., small but high value assets such as radios, personal/portable electronic devices, computers, laptops, etc.)

Any department with sensitive assets is required to implement a tracking system to control the issuance, use, disposition, etc., of those assets within their control. Periodic inventories of sensitive assets will be performed by the Auditor-Controller's office, in conjunction with the department, to ensure the adequacy of departmental tracking of sensitive assets.

SECTION 5 – TAGGING PROCEDURES

TAGGABLE ASSETS

All capital assets will be assigned a capital asset identification number and identification tag. However, some of these assets due to their nature and/or their exposure to the weather are not practical to tag. (Please see Procedures for Untaggable Assets later in this section for further information.)

Placement of Asset Identification Tags

In implementing a capital asset identification tagging procedure, one of the prime considerations should be the uniformity of the placement of the capital asset identification tags. In applying the tags, ease of access for subsequent inspections should be the guiding principle. It is not necessary to deface an asset when applying a tag, but at the same time the tag should not be so remotely placed that it creates hardship in affixing it or finding it during asset verification. The following is a guideline of recommended locations to place asset identification tags:

- Computers: Computer equipment should be tagged on the front.
- Office Equipment: Office equipment (e.g. fax machines and printers) should be tagged on the front.
- Appliances: Appliances should be tagged on the top right corner on either the face or side depending on accessibility.
- Shop Equipment: For shop equipment, other or unlicensed heavy machinery the asset identification tags should be placed where a minimum of grease, oil, vibration or heat will be encountered. Tags are intended to last the useful life of the item, so care should be taken when selecting the area the tag is to be placed. Ideally, the tag should be placed on the front of the asset or next to the manufacturer's plate.
- Engineering/Scientific Equipment: For engineering and scientific equipment the asset identification tag should be placed near the manufacturer's identification plate. For larger, less mobile equipment, the tag should be placed on the upper right hand corner of the asset.
- Grounds/Maintenance Equipment: For grounds and maintenance equipment the asset identification tags should be placed where a minimum of grease, oil, vibration or heat will be encountered, preferably near the manufacturer's identification plate.
- Audiovisual Equipment: Audiovisual equipment should be tagged on the right side near the back of the piece of equipment.

Replacement of Defaced Asset Tags

If an asset is observed to have a tag defaced to the point where number recognition is impossible, the asset should have a replacement capital asset identification tag assigned and affixed to it. Upon receipt of notification that the asset tag needs replacement, the Auditor-Controller's Office will issue a new asset number and tag.

UNTAGGABLE ASSETS

The majority of assets to be monitored and recorded in the FAS will follow the procedures outlined previously, however, there exist several categories of assets which will not be assigned a capital asset identification tag and will be entered into the FAS through alternate means.

New Construction - New construction, which is completed within one fiscal year, should be entered into the FAS at the time of completion. Often, the final contractor's cost summary will supply the proper original cost figures; however, special care must be taken when analyzing these summaries as they occasionally include costs for the purchases of equipment, land, and/or the construction of land (site) improvements. These costs must be extracted and entered separately under their respective asset categories. In addition, a contractor's cost summary may not reflect fees associated with the design, engineering, and legal aspects of the project. These fees should be accounted for to reflect the total capitalized cost of the project.

Purchased Construction - Frequently, properties are purchased with existing structures, which will be modified for use. In these cases, the total purchase price must be allocated to the appropriate capital asset categories such as land, land improvements and construction. It is common to engage a local real estate appraiser when negotiating the purchase of such property. These appraisals will usually indicate separate values for the above accounts and are probably the best tool available for allocation of the total purchase price.

Infrastructure - See new or purchased construction.

Construction In Progress (CIP) - The CIP account can be viewed as a "holding" account for accrued construction project costs where the duration of the project will encompass more than one fiscal year and the completed project will meet the capitalization criterion outlined in Section 3 – Capitalization Thresholds. All equipment, construction materials, and labor are accounted for in their respective funds as expenditures. Once such projects are completed and have been accepted by Yuba County, the total cost will be transferred out of CIP and into the appropriate capital asset accounts.

Land - Land is recorded in the FAS based on original cost and date of purchase. When the information is not readily available, it can be researched through Yuba County records maintained in the Assessor's office. Occasionally, verifiable cost records will simply not exist. In such cases, land should be included based on a reasonable estimate of fair market value at the time of acquisition. The methodology for determining the estimated value should be included with documentation.

Land Improvements - Land improvements consist of items such as paving, fencing, flag poles, outdoor lighting, etc. If these assets are part of a new construction project, they can be entered into the FAS based on contractor supplied information as discussed in "New Construction" above.

Licensed Vehicles - Licensed vehicles consist of all mobile assets requiring licensing by the State of California. The VIN or other specific identifier are recorded in the FAS and used in place of an asset tag.

Software - Software by itself is an intangible asset that lacks physical substance therefore it cannot be tagged.

The capital asset liaison shall monitor these untaggable assets to ensure they are properly identified with the Capital Asset identification number during the transfer or disposal process.

EXHIBIT A – ASSET CLASSES AND USEFUL LIVES

Asset Type		Aircraft	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Vehicles	Fixed Wing Aircraft	240
Equipment	Vehicles	Helicopter	120

Asset Type		Automotive	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Vehicles	Large Heavy Duty Trucks	120
Equipment	Vehicles	Motorcycles/Snowmobiles/ATVs	60
Equipment	Vehicles	Buses & Passenger Vans	84
Equipment	Vehicles	Dump Trucks & Push Plows	180
Equipment	Vehicles	Truck & Utility Vehicle Access	120
Equipment	Vehicles	Large Equipment Trailers	240
Equipment	Vehicles	Fire-Fighting & Emergency Vehicles	180
Equipment	Vehicles	Fire-Fighting & Emer. Vehicles Access	120
Equipment	Vehicles	Passenger Vehicles	84
Equipment	Vehicles	Sheriff Patrol Cars	36
Equipment	Vehicles	Sheriff 4 X 4 & Vans	48

Asset Type		Automotive Maintenance Equipment	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Automotive Maintenance & Repair Equip	180

Asset Type		Boats & Boat Trailers	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Vehicles	Boats	180
Equipment	Vehicles	Boat Trailers	180

Asset Type Communication Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Satellite System	120
Equipment		Mobile Radios	60
Equipment		Transceivers	60
Equipment		Repeaters	120
Equipment		Base Stations	60
Equipment		Portable Radios	60
Equipment		Transmitters	120
Equipment		Radio Equipment & Parts	120
Equipment		Telephone Equipment & Systems	84
Equipment		Security Systems & Alarms	120
Equipment		Voicemail Equipment	84
Equipment		Television & Video Equipment	60

Asset Type Computer, Printers & Related Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	IT Hardware	Servers & Mainframes	60
Equipment	IT Hardware	Network Equipment	60
Equipment	IT Hardware	Line Printers >100LPM	120
Equipment	IT Hardware	Tape Reading Equipment	120
Equipment	IT Hardware	Automated Ballot Counting Equip	120
Equipment	IT Hardware	Personal Computers/Laptops & Related Eq	48
Equipment	IT Hardware	Projectors	84
Equipment	IT Hardware	Computer Assisted Drawing Systems	120
Equipment	IT Hardware	Monitors & Screens	60
Equipment	IT Hardware	Printers - Inkjet	60
Equipment	IT Hardware	Printers - Laser	60
Equipment	IT Hardware	Printers - Dot Matrix	60
Equipment	IT Hardware	Printers - Other	60
Equipment	IT Hardware	Facsimile Machines	60
Equipment	IT Hardware	Plotters	60
Equipment	IT Hardware	Scanners	60
Equipment	IT Hardware	Bar Code Readers	60
Equipment	IT Hardware	Tape Backup/Data Storage Systems	84
Equipment	IT Hardware	Uninterruptible Power Systems	84

Asset Type Firefighting, Safety & Rescue Group

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Crime Fighting and Prevention Equipment	120
Equipment		Weaponry and Ammunition	120
Equipment		Investigative Equipment	120
Equipment		Protective Gear	60
Equipment		Bomb Handling Equipment	120
Equipment		Diving Equipment & Apparatus	60
Equipment		Firefighting Equipment & Tools	120
Equipment		Firefighting Hoses, Nozzles & Tanks	60
Equipment		Firefighting Equipment & Parts	120
Equipment		Safety Equipment & Parts	120
Equipment		Rescue Equipment & Parts	120
Equipment		Breathing Apparatus & Respiration Equip	120

Asset Type Heavy Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Heavy Equipment	Snow Plow (Transit Prior To 6/91)	120
Equipment	Heavy Equipment	Snow Blowers & Plows	180
Equipment	Heavy Equipment	Graders	180
Equipment	Heavy Equipment	Tractors, Cranes & Heavy Equipment Eng	120
Equipment	Heavy Equipment	Water & Dump Trucks	180
Equipment	Heavy Equipment	Loaders & Excavators	180
Equipment	Heavy Equipment	Loaders/Forklifts	240
Equipment	Heavy Equipment	Tow Brooms	240
Equipment	Heavy Equipment	Paving, Street & Road Const Equip Parts	120
Equipment	Heavy Equipment	Small Road Construction Equipment	240
Equipment	Heavy Equipment	Large Heavy Equipment	180
Equipment	Heavy Equipment	Sweepers, Rollers	240

Asset Type Landscaping & Gardening Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Agricultural Landscaping & Landscape Equip	180
Equipment		Agricultural Gardening & Landscape Access	120
Equipment		Riding Lawnmowers	60

Asset Type Miscellaneous Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Miscellaneous Equipment	120
Equipment		Trailers & Medium Road Equipment	240
Equipment		Air Compressors	300
Equipment		Air Compressor Parts	120
Equipment		Small Road Equipment	180
Equipment		Pumps	240
Equipment		Pressurized Cleaning Equipment	120
Equipment		Power Generation Trans & Distr Eq	180
Equipment		Power Generation Eq Motors & Engine	120
Equipment		Hoists	120
Equipment		Woodworking Equip & Parts	240
Equipment		Metal Working Equip & Parts	120
Equipment		Cleaning Equipment & Parts	120
Equipment		Miscellaneous Equipment & Tools	180
Equipment		Traffic Control Equip & Materials	180
Equipment		Heating, Ventilation & Air Conditioning	120
Equipment		Slide & Film Projectors	120
Equipment		Pianos	120
Equipment		Physical Conditioning & Training Equip	240
Equipment		Playground Equipment	120
Equipment		X-Ray Equipment	84
Equipment		Electronic & Laboratory Equipment	120
Equipment		Appliances	120
Equipment		Food Preparation & Serving Equipment	180
Equipment		Stoves, Ovens & Ranges	120
Equipment		Dishwashers	180
Equipment		Refrigerators & Freezers	180
Equipment		Clothes Washers & Dryers	120
Equipment		Steam Pressing Equipment	180
Equipment		Landfill Equipment	240

Asset Type Mobile Homes

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Buildings	1260	Mobile Homes & House Trailers	240

Asset Type Office Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Office Equip	Office Equipment	180
Equipment	Office Equip	Paper Handling & Mailing Equipment	180
Equipment	Office Equip	Mailer	60
Equipment	Office Equip	Cash Registers	180
Equipment	Office Equip	Dictation & Transcription Equipment	180
Equipment	Office Equip	Stencil & Lettering Machines	120
Equipment	Office Equip	Copy & Duplicating Machines	120
Equipment	Office Equip	Office Furniture	180
Equipment	Office Equip	Counters, Shelving & Racks	300
Equipment	Office Equip	Cabinets & File Drawers	180
Equipment	Office Equip	Chairs & Seating Systems	180

Asset Type Printing and Duplicating Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Printing Equipment	120
Equipment		Photographic Equipment	120
Equipment		Cameras & Image Recorders	120
Equipment		Film Developing & Processing Equip	180
Equipment		Microfilm/Microfiche Equipment	180

Asset Type Surveying & Mapping Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Mapping Equipment	120
Equipment		Surveying Instruments & Tools	180

Asset Type Land

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Land		Land (includes easements)	0
Land		Trails – Unpaved	0

Asset Type	Buildings
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<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Buildings		Buildings/Park/Wells	600
Buildings		Material Recovery Facility Structure	240
Buildings		Sheds	120

Asset Type	Construction in Progress
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<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Construction in Progress	9999	Construction In Progress	0

Asset Type	Water Structures
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<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Infrastructure		Water Collection	480
Infrastructure		Filtration	600

Asset Type	Wastewater Structures
-------------------	------------------------------

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Infrastructure		Miscellaneous	480
Infrastructure		Primary Treatment	480
Infrastructure		Secondary Treatment	480
Infrastructure		Tertiary Treatment	480
Infrastructure		Grit Removal	480
Infrastructure		Sedimentation	480
Infrastructure		Sludge Treatment	480
Infrastructure		Sludge Digestion	480
Infrastructure		Sludge Dewatering /Disposal	480
Infrastructure		Disinfection	360
Infrastructure		Power Generation	480
Infrastructure		Sewer Pipelines & Interceptors	600
Infrastructure		Pump Stations	480
Infrastructure		Effluent Disposal	480
Infrastructure		Laboratory Testing	480

Asset Type Wastewater Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Miscellaneous	240
Equipment		Primary Treatment	240
Equipment		Secondary Treatment	240
Equipment		Tertiary Treatment	240
Equipment		Grit Removal	240
Equipment		Aeration	240
Equipment		Sludge Treatment	240
Equipment		Sludge Digestion	240
Equipment		Sludge Dewatering /Disposal	240
Equipment		Disinfection	180
Equipment		Power Generation	240
Equipment		Sewer Pipelines & Interceptors	240
Equipment		Pump Stations	240
Equipment		Effluent Disposal	240
Equipment		Air Scrubbers	240
Equipment		Laboratory Testing	240
Equipment		Filtrations	240

Asset Type Infrastructure

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Infrastructure		Bridges	600
Infrastructure		Beacons	120
Infrastructure		Fire Hydrants	780
Infrastructure		Sewer/Water Lines (prior to 6/10/09)	780
Infrastructure		Runway	180
Infrastructure		Roads - Asphalt	180
Infrastructure		Signals	120
Infrastructure		Tunnels	720
Infrastructure		Gas Lines	300
Infrastructure		Signs	120
Infrastructure		Trails – Paved	180
Infrastructure		Parking Lots - Asphalt	180
Infrastructure		Parking Lots - Concrete	420
Infrastructure		Sewer/Water Lines – Concrete	600
Infrastructure		Sewer/Water Lines – Metal	480
Infrastructure		Sewer/Water Lines – Plastic	300

Asset Type		Communication Structures	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Buildings		Antenna Towers	120
Asset Type		Infrastructure – Non Depreciable	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Infrastructure		Radio Frequencies	0
Asset Type		Land Improvements	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Land Improvements		Earthen Dam	480
Land Improvements		Drainage Systems	480
Land Improvements		Parking Lots – Asphalt	180
Land Improvements		Fencing Systems	240
Asset Type		Intangible Assets	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Intangible		Software	60

EXHIBIT B – ACCOUNT CODES

Asset Type

Element/Object

Land	6100
Land Improvements	6150
Buildings and Structures	6200
Building Improvements	6250
Equipment	6300
Vehicles	6310
Furniture & Fixtures	6320
IT Hardware	6330
IT Software	6340
Heavy Equipment	6350
Office Equipment	6360
Infrastructure & Infrastructure Improvements	6400
Intangible assets (i.e. software)	6500
Intangible assets – non-depreciable	6600

EXHIBIT C – LOCATION CODES

Location codes are used in the FAS to assist in determining location and control over the asset. Currently the FAS uses a 6-digit number for the Location Code. The first 4 digits are used to identify the department with control over or ownership of the asset. The last 2 digits of the Location Code are used to identify the physical location of the capital asset. See the following table for the format of Location Codes in the FAS and the 2-digit physical location identifier.

<u>Code</u>	<u>Location</u>
XXXX01	Government Center
XXXX02	Packard Avenue Building
XXXX03	Courthouse
XXXX04	Dan Avenue Building
XXXX05	Juvenile Hall
XXXX06	North Annex
XXXX07	Airport
XXXX08	Corporation Yard
XXXX09	Library
XXXX10	Animal Control
XXXX11	Day Reporting Center
XXXX12	Sheriff Building
XXXX99	County-Wide Infrastructure

EXHIBIT D – SAMPLE FORMS

The following forms are to be used when submitting information to be recorded in the FAS. Forms are presented in the following order:

- 1) Capital Asset Acquisition Form
- 2) Construction In Progress (CIP) Cost Accumulation Worksheet
- 3) Equipment Transfer Form
- 4) Capital Asset Disposal Form

These forms are examples. The official forms are available on the internal web page for the Auditor-Controller's office.

Capital Asset Acquisition Form
County of Yuba

1. Today's Date: _____
2. Prepared by: _____

Asset Number: _____

Asset Tag #: _____

Do not write in this area - Auditor use only

3. Asset Description: _____
4. Acquisition Date: _____
6. Serial Number: _____
7. Date Approved by Board: _____
8. PO Number: _____
10. Dept/Budget: _____
12. Asset Type: _____
14. Est. Useful Life: _____
16. Salvage Value _____

5. Total Acquisition Cost _____

9. Project Number: _____

11. Asset Location: _____

13. Acquisition Method: _____

15. Condition: _____

17.

Dept Head Signature / Date

Purchasing Agent / Date

Do not write in this area - Auditor use only

Documentation Complete _____

Entered Into FAS _____

Entered by / Date

Date Received

Original - Auditor

Copy - Department

Construction In Progress
Cost Accumulation Worksheet
County of Yuba

Date: _____

Submission Type: Interim

Project Start Date: _____

PO Number: _____

Asset # (if avail.): _____

Project #	Project Description	Project Type
		Building Improvements

Vendor	Invoice Date	Invoice #	Invoice Amount
Total Current Costs			0
Costs Incurred to Date			
Total Incurred Costs			0
Total Contract Amount			
Retention			
Remaining to Pay			0

Dept Authorization (Print) _____	Dept Authorization (Signature) _____ /	Date _____

Do not write in this area - Auditor use only		
Date Stamp _____	Entered by (Signature) _____ /	Date _____

Original - Auditor

Copy - Department

Equipment Transfer Form **County of Yuba**

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
Transferred From: Department: _____ Location: _____ Date: _____	Transferred To: Department: _____ Location: _____ Date: _____		
Authorized Individual (Print)		Authorized Individual (Print)	
Authorized Signature		Authorized Signature	

<p align="center">Do not write in this area - Auditor use only</p> <p>_____ Entered by - Signature _____ Date</p>

Capital Asset Disposal Form
County of Yuba

Asset Number	Description	Serial Number	Asset Tag # (if applicable)

Department:
Location:
Date:

Authorized Individual (Print)

Authorized Signature

Board Authorization	(Attach Documentation)	Signature:	Clerk of the Board	Date
Date Authorized:				

Do not write in this area - Auditor use only

Date Updated in System:	Signature:

Original: Auditor-Controller Copy: Department

Yuba County Administrative Policy & Procedures Manual

Subject: COUNTY OWNED PROPERTY SALE OR LEASE	Policy Number: L-1	Page Number: Page 1 of 2
	Date Approved: 02/19/08	Revised Date: 05/14/13

POLICY:

The Board of Supervisors by resolution may sell, or lease for a term not exceeding that permitted by law, any real property belonging to the County in accordance with Government Code §25520 - §25539.10.

1. Appraisal

Prior to initiating a sale or lease of real property, a current appraisal of the property must be obtained from a certified real estate appraiser.

2. Resolution

The Board of Supervisors shall, in a regular open meeting, by two-thirds vote of all its members, adopt a resolution, declaring its intention to sell or lease the property. The Board will set the appraised price as the minimum bid price and set a date for bid opening (see attached sample resolution).

3. Legal Notice

Notice of the adoption of the resolution and of the time and place of holding the bid opening shall be given by posting copies of the resolution signed by the Chairman of the Board in three public places in the County, not less than fifteen days before the date of the meeting, and by publishing the notice in the County pursuant to Government Code 6063 (see attached sample legal notice).

4. Sealed Bids

At the time and place fixed in the resolution for the meeting of the Board of Supervisors, all sealed bids shall be opened in public session, examined and declared by the Board. The highest sealed bid, of those conforming to the terms and conditions specified in the resolution of intention to sell or lease which are made by responsible bidders shall be finally accepted, unless a higher oral bid is accepted or the Board rejects all bids.

5. Oral Bids

The Board must call for oral bids before accepting any written proposal. If any responsible person offers to purchase or lease the property, as the case may be, according to the terms and conditions of the resolution for an amount exceeding the highest bid, whether written or

oral, by at least five percent, such highest bid shall finally be accepted unless the Board rejects all bids.

6. Final Acceptance of Bid

The final acceptance of the Board of Supervisors may be made either at the same session or at any adjourned session of the same meeting held within the next ten days. The Board may reject any and all bids if it deems such action to be in the best public interest, and withdraw the property from the sale or lease. The Board must adopt a Resolution of Sale of Property (sample attached).

7. Escrow

After Board approval of the sale of real property, escrow must be opened and a grant deed (sample attached) must be signed by the Chairman of the Board.

8. Administration for Department Specific Programs

Department directors shall be responsible for real estate programs administered by their department, advise the Board of Supervisors on such programs, and provide the Administrative Services Department with updates on all real estate transactions, in accordance with Section E-7.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE: _____)
)
RESOLUTION AND NOTICE OF INTENTION TO) RESOLUTION NO. _____
SELL COUNTY REAL PROPERTY)
_____)

WHEREAS, the Administrative Services Director has informed this Board that the property described herein is not needed for County purposes, and recommends that the property described be sold in accordance with Sections 25520, et seq., of the Government Code, as required by law:

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

1. The Board declares its intention to sell said property under the terms and conditions contained in the Notice attached hereto as Exhibit "A" and made a part hereof by reference.

Said real property is described as follows:

Parcel _____, Lot ____, Block __ in _____, CA,
_____ACRES

2. The minimum bid price for said real property is the sum of _____ and no/100 DOLLARS (\$_____). The minimum bid deposit shall be _____ and no/100 DOLLARS (\$_____), in the form of a cashier's or certified check accompanying

the bid.

3. The terms and conditions set forth in the attached Notice of Intent to Sell County Real Property are approved.

4. The Board hereby sets the date of _____, at 9:30 am, at the Yuba County Government Center, 915 8th Street, Marysville, California, as the time and place where sealed proposals and auction bids shall be received and considered and hereby delegates the Administrative Services Director the authority to conduct the proposed sale as provided for in Government Code Section 25539.

5. The Administrative Services Director is hereby directed to cause the notice of the adoption of this Resolution and of the time and place of holding the public meeting to be given by posting copies of this Resolution in three public places in the County, not less than fifteen (15) days prior to the date of said meeting, and, further, by publishing the NOTICE OF INTENTION TO SELL REAL PROPERTY, attached hereto, pursuant to Section 6063 of the Government Code.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of
Yuba, State of California, on the ____ day of _____, 200_, by the following vote:

AYES:

NOES:

ABSENT

Chairman

ATTEST: Donna A. Stottlemeyer
Clerk of the Board of Supervisors

Approved as to form:

Dan Montgomery, County Counsel

EXHIBIT A

**NOTICE OF INTENTION TO SELL
COUNTY REAL PROPERTY**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Yuba, State of California, has, on the ____ Day of _____, 200_, adopted a resolution by not less than a two-thirds vote of all of its members, declaring its intention to sell for the County of Yuba the real property described as follows:

Parcel # _____, Lot ___, Block ___, _____, CA _____ Acres

NOTICE IS HEREBY GIVEN that the date of _____, at 9:30 am, at the Yuba County Government Center, 915 8th Street, Marysville, California, are the time and place when the County of Yuba will receive and consider sealed proposals in any amount not less than _____ and no/100 DOLLARS (\$ _____) accompanied by a minimum bid deposit of _____ AND no/100 DOLLARS (\$ _____ .00) or ten percent (10%) of the bid, followed by oral auction bidding until sold. The property will be sold upon the terms and conditions contained in the proposed Agreement of Sale attached hereto and incorporated herein by reference.

Further information pertaining to this transaction may be obtained by contacting the Purchasing Agent of the County of Yuba.

DATED: _____

Administrative Services Director

The County of Yuba

DEPARTMENT OF ADMINISTRATIVE SERVICES

PHONE: 530-749-7880 FAX: 530-749-7884

NOTICE OF INTENTION TO SELL COUNTY REAL PROPERTY

NOITCE IS HEREBY GIVEN that the Board of Supervisors of the County of Yuba, State of California, has, on the _____ day of _____, 200_, adopted a resolution by not less than a two-thirds vote of all of its members, declaring its intention to sell for the County of Yuba the real property described as follows:

PARCEL _____
LOT ___, BLOCK ___, _____ ACRES
_____, CA 959__

NOTICE IS HEREBY GIVEN that the date of _____, at 9:30 am, at the Yuba County Government Center, 915 8th Street, Marysville, California, are the time and place when the County of Yuba will receive and consider sealed proposals in any amount not less than _____ Dollars accompanied by a minimum bid deposit of _____ Dollars or ten percent (10%) of the bid, followed by oral auction bidding until sold. The property will be sold upon the terms and conditions contained in the proposed Agreement of Sale attached hereto and incorporated herein by reference.

Further information pertaining to this transaction may be obtained by contacting the Yuba County Administrative Services Department.

DATED:

Administrative Services Director

BID LETTER TO:

YUBA COUNTY ADMINISTRATIVE SERVICES
"REAL PROPERTY BID"
915 8TH STREET, STE. 119
MARYSVILLE, CA 95901

BOARD OF SUPERVISORS
COUNTY OF YUBA
Marysville, CA 95901

Members of the Board:

I, _____, hereby submit the following proposal to purchase Parcel
_____, Lot ___, Block ___, _____ Acres in _____, CA 959 ___, per
Resolution No. _____.

I agree to purchase the above property for \$_____.00. In accordance with Resolution
No. _____, a bid deposit of \$_____.00 is enclosed.

I agree to execute the proposed Agreement of Sale and agree to abide by all the terms and
conditions contained therein and contained in the proposed Grant Deed and Resolution
No. _____.

Sincerely,

Enclosure:

Check for \$ _____

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE: _____)
)
RESOLUTION AUTHORIZING SALE OF _____) RESOLUTION NO. _____
REAL PROPERTY IN _____)
PARCEL _____ LOT __, BLOCK __)
_____)

WHEREAS, on the ____ day of _____, 200__, the Board of Supervisors adopted a resolution of intention to sell real property described therein and proposed to sell said real property to the highest and best bidder upon the terms and conditions contained in said resolution; and

WHEREAS, legally sufficient notice of the intended sale was given by posting and publication in accordance with said resolution; and

WHEREAS, on the ____ day of _____, 200__, proposals were received and opened by the _____, who has reported that the following proposal was made and received:

_____	\$ _____
(Name)	(Amount)

WHEREAS, on this date said proposal is presented to the Board in open session;

NOW, THEREFORE, BE IT RESOLVED, that _____ is found to be the highest and best responsible bidder and the Chairman and Clerk of the Board are authorized to execute all necessary agreements and documents to complete the transaction in accordance with this Resolution and in accordance with the law.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the
County of Yuba, State of California, on the ____ day of _____, 200_, by the following vote:

AYES:

NOES:

ABSENT:

Chairman

ATTEST: **DONNA A. STOTTLEMEYER**
 Clerk of the Board of Supervisors

Approved as to form:

Dan Montgomery, County Counsel

GRANT DEED

COUNTY OF YUBA, a political subdivision of the State of California, hereinafter called "Grantor," hereby grants to _____, hereinafter called "Grantee," the real property situated in the County of Yuba, State of California, described as follows:

(Description of parcel with reference to recorded parcel map will be inserted by or at direction of Escrow Holder prior to recording of this Deed.)

EXCEPT rights and interests of owners and lessees other than County as to oil, gas, and other hydrocarbon substances and minerals in, on, and under the property, but without; however, the right of surface entry upon said substances or for any other purpose whatsoever, as reserved or granted in deeds of record.

EXHIBIT B

SUBJECT TO: easements, rights and rights-of-way of record.

If Grantee breaches, or its successors or assigns breach, any of the conditions and covenants herein, Grantor shall have the right and option to repurchase and reacquire the property for the original price paid by Grantee less fair rental value for time of Grantee's possession. Grantor shall deliver to Grantee either personally or by certified or registered mail addressed to Grantee at its last known address, postage prepaid, written notice of Grantor's exercise of such right and option. Within seven (7) days after delivery of said notice, Grantee, its successors or assigns, shall execute, acknowledge, and deliver to Grantor at its office in Marysville, California, a Grant Deed conveying the real property to Grantor in the same condition of title as by this Deed conveyed.

COUNTY OF YUBA

By _____
Chairman, Board of Supervisors

ATTEST: DONNA A. STOTTLEMEYER
Clerk of the Board
of Supervisors

ACCEPTANCE OF GRANTEE

The foregoing Deed is hereby accepted by the Grantee therein named, who for itself, its successors, and assigns, expressly agrees to fulfill the covenants and conditions therein contained.

Grantee

By _____

By _____

STATE OF CALIFORNIA)
) ss
COUNTY OF YUBA)

On this ____ day of _____, 2006, before me _____,
personally appeared

_____, personally known to
me to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same in their authorized capacities, and that
by their signatures on the instrument the persons acted, executed the instrument.
WITNESS my hand and official seal.

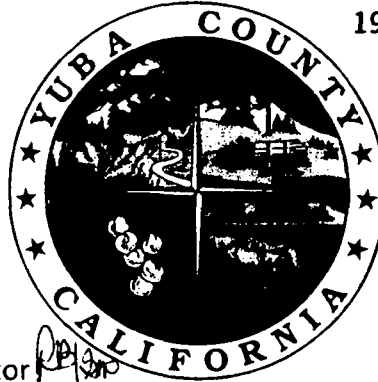
Notary Public in and for said
County and State

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The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

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



195-13

ROBERT BENDORF
COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE
AFFAIRS COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

TO: Board of Supervisors
FROM: Robert Bendorf, County Administrator *R. Bendorf*
Martha Wilson, Director of Human Resources *M. Wilson*
SUBJECT: Establish a Chief Information Officer in Information Technology
DATE: May 14, 2013

Recommendation

Approve the recommendation and adopt resolutions to amend the Position Allocation and Classification System – Basic Salary Schedules to establish a Chief Information Officer position in the Information Technology division of Administrative Services.

Background

The Information Technology (IT) Division of Administrative Services has been without an Information Technology Manager since October 2010. The Assistant Director of Administrative Services has performed the management duties for this division in the interim, but has vacated the position effective May 2013, leaving the IT Division without a manager/director of one of the most important internal service divisions within our organization.

Discussion

Increasingly, the IT Division requires management with specialized skills and in-depth knowledge of rapidly evolving technologies and the legal issues surrounding their services. The County Administrator and Human Resources staff conducted a review of the organizational structure of the Administrative Services Department, the structure of similar departments in the four surrounding counties of Butte, Nevada, Sutter and Yolo, and other similar agencies. It was determined that the industry standard has moved towards IT being a stand-alone department, thus benefiting from specialized and solely-dedicated leadership. In addition, the Yuba County Technology Review Committee recommends this approach.

Human Resources determined that the classification of Chief Information Officer is appropriate and recommends a base salary of \$9,095 based on a market pay survey. This position will be appointed by the County Administrator.

It is anticipated that the Information Technology Division will remain in the Administrative Services department for a portion of the upcoming fiscal year, until the successful applicant has the opportunity to evaluate the current structure and support. Subsequent to that evaluation, and after working closely with the Director of Administrative Services, County Administrator and the Technology Review Committee, final recommendations and a proposed implementation of an Information Technology Department will be presented to the Board of Supervisors.

Committee

This item has bypassed committee and appears before the full Board due to the time sensitivity of getting this position in place.

Fiscal Impact

There is no fiscal impact for the remainder of this fiscal year as the position will not be filled until next fiscal year.

There will be an increase in the General Fund contribution for the position of approximately \$14,000, however, it may be slightly lower or higher depending on the step hired at or employee benefit choices. This amount, once a successful applicant has been chosen, will be adjusted through the final budget process.

Attachments

Chief Information Officer Job Description

CLASSIFICATION SPECIFICATION



CLASSIFICATION: Chief Information Officer
ALLOCATION: Information Technology
FLSA STATUS: Exempt
UNION AFFILIATION: N/A - Management

ESTABLISHED: May 2013
REVISED:

JOB SUMMARY:

Under broad managerial supervision, directs the administrative and technological activities of the Information Technology Department, within the guidelines set up by the County Administrator; determine and formulate departmental policies and procedures; plan, direct, or coordinate the County-wide information technology strategic plan involving all computing data, software, systems operations and data, including mainframe, network, personal computer, voice and data transmission and Internet and Intranet services and perform other duties as assigned.

This is the executive level in the information technology series.

CLASS CHARACTERISTICS:

This is an "at-will" classification appointed by and working at the direction of the County Administrator (CAO).

EXAMPLES OF DUTIES:

Essential:

- Direct the coordination of the department's programs, plans and operations between technology divisions and County departments.
- Administer all centralized information services functions and activities, including financial, payroll and criminal justice systems, infrastructure and architecture, applications and operations systems applications, and the development and operation of client services and networks; reengineer business processes, oversee the provision of professional guidance and technology coordination among County departments and other jurisdictions as appropriate.
- Direct and coordinate the department's financial and budgetary activities in order to fund operations, maximize investments, and increase efficiency; direct the preparation and administration of the department's budget for approval, including those for funding and implementation of programs.
- Overall responsibility for long-term countywide information systems needs and overall strategy for systems development and hardware acquisition and integration.
- Administer centralized voice and data transmission functions.
- Prioritize and allocate available resources; evaluate program effectiveness as related to objectives and policy guidelines.
- Direct and participate in strategic and tactical planning to ensure that County's Information Technology plans support and complement the County's Strategic Plan.
- Ensure the planning, organization, administration, review and evaluation of the work of professional, support and operational staff and various contractors directly and through subordinate levels of supervision.
- Direct the selection of staff; provide training and professional development; interpret regulations and County policies and procedures to departmental employees; ensure effective morale, productivity and discipline of departmental employees.
- Advise the Board of Supervisors, the County Administrator and the directors of other departments and jurisdictions on current issues and long range planning regarding areas of responsibility.
- Monitor changes in technology and regulations related to information capture and processing and voice and data transmission; evaluate their impact upon County activities and provide for the development and implementation of required policy and procedural modifications.
- Prepare and direct the preparation of a variety of written correspondence, reports, procedures, and other written materials; direct and oversee the maintenance of accurate files and records.

Important:

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.
- Use standard office equipment, including a computer and peripherals in the course of the work.
- May be required to drive a motor vehicle.

EMPLOYMENT STANDARDS:

Knowledge of:

- Electronic equipment, and computer hardware and software, including applications and programming.
- Principles of relevant, modern, mainframe operating systems as well as client server network and personal computer based systems, intranet, internet and web technology and applications.
- Principles of software programming.
- Principles and practices of public administration related to the management of computer systems operation and support, local and wide area data communications and a variety of telecommunications systems.
- Basic business management principles involved in strategic planning, resource allocation, leadership techniques, production methods, and coordination of people and resources. This includes goal setting, program development, implementation and evaluation, and the management of employees through subordinate supervision.
- Principles and practices of employee supervision, including selection, work planning and organization, performance review and evaluation and employee training and discipline.
- Principles and processes of providing customer service including customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Principles and practices of administrative and operations management including budget development and execution.
- New developments in information technology and their relevance to current business needs and technology strategies.
- Techniques for dealing successfully with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.
- The structure and content of the English language including the meaning and spelling of words, rules of composition and grammar.

Skill in:

- Developing information systems designs, flow charts, report layouts and screen designs.
- Keeping up-to-date technologically and applying new knowledge to the job.
- Administering, directly and through subordinate levels of management and supervision, a broad program of information services in a multi-protocol, multi-platform environment.
- Communicating technical information to a wide variety of users.
- Considering the relative costs and benefits of potential actions to choose the most appropriate one.
- Determining how money will be spent to get the work done, and accounting for these expenditures.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Bringing others together and trying to reconcile differences; adjusting actions in relation to others' actions.
- Creating a unified team environment.
- Using tact, discretion, and prudence in working with others.
- Monitoring and assessing the performance of one's self, other individuals, or programs to make improvements or take corrective action.
- Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
- Talking to others to convey information effectively.
- Motivating, developing, and directing people as they work, identifying the best people and resources for the job.
- Managing one's own time and the time of others.
- Understanding the implications of new information for both current and future problem-solving and decision-making.
- Using mathematics to solve problems.
- Effectively using tact, patience, courtesy, discretion and prudence in dealing with those contacted in the course of the work.

Ability to:

- Plan, develop, establish, monitor and maintain information technology and business continuity strategies.
- Plan, schedule, coordinate and direct the daily and long-range programs and work of the information technology department.
- Serve as a countywide technical adviser regarding information technology and business continuity.
- On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational situations, technical policies and procedures.
- Communicate competently and effectively in writing and verbally as appropriate for the needs of the audience.
- Develop creative problem-solving strategies.
- Develop constructive and cooperative working relationships with others and maintain them over time.
- Instill individual accountability and responsibility by immediately responding to behavior.
- Maintain composure in difficult situations.
- Employ non-competitive, active listening skills.
- Establish and maintain effective working relationships with those contacted in the course of work.

Physical Demands: The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential function of the job, with or without accommodation. Prospective employees must complete a pre-employment medical exam (Occupational Group IV) which will measure the ability to:

- See well enough to read fine print and view a computer screen; speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone; independent body mobility sufficient to stand, sit, walk, stoop and bend to access the work environment and a standard office environment; manual dexterity and sufficient use of hands, arms and shoulders to repetitively operate a keyboard and to write; and the ability to sit or walk for prolonged periods of time.
- Properly handle equipment and supplies weighing up to 25 pounds on an occasional basis.

Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Work Environment:

- Typical office environment, with multiple work locations possible.
- May at times be exposed to loud noise levels. However, noise levels are typically quiet.

QUALIFICATIONS:

The minimum and preferred requirements are listed below. While the following requirements outline the minimum qualifications, Human Resources reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee further participation in selection procedures.

Licenses and Certification:

- The ability to obtain a valid California Class C driver's license within ten (10) days of employment; maintain throughout employment.

Special Requirements:

- May be required to work evenings and weekends and in response to system emergencies and priorities.
- Must successfully complete an extensive and thorough background investigation which may include Live Scan fingerprinting prior to hire.
- Must file statements of economic interest with the Yuba County Clerk/Recorder.
- Will be required to perform disaster service activities pursuant to Government Code 3100-3109.

Education and Experience:

MINIMUM: Bachelor's Degree from an accredited institution with a major in Computer Science, Information Systems or a closely related field and five years of experience in computer programming and/or systems analysis and design, including at least two years of management or supervisory experience in a comprehensive information technology environment, managing multiple information technology functions such as design, development, operations or administration of complex application and network systems in a multi-platform agency.

PREFERRED: In addition to the minimum, a Master's degree in a related field, Certification as a Certified Information Systems Security Professional (CISSP), Certified in Risk and Information Systems Control (CRISC), CompTia A+ Certificate, Cisco Certified Network Associate (CCNA), Microsoft Certified Systems Administrator (MCSA) Certificate, or Microsoft Certified Solutions Developer (MCSD) for .NET or equivalent and additional years of experience, preferably in a public agency setting. Leadership experience in major systems change, organizational restructuring, work process reengineering and public management is highly desired.

This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.

CAO Approval: Robert Bendorf
Date:

EEOC: A
WC: 9410

Human Resources Approval: Iva Seaberg
Date:

Signature: _____

Signature: _____

BOS Approval: Chairman of the BOS
Date:

Signature: _____



County of Yuba

Request for Position Allocation Change

Fiscal Year

2012/2013

Department: Administrative Services	Date: 5/1/2013
Division: Information Technology	Contact: Robert Bendorf
Program:	Phone #: 7575

Type of Action Requested (check all that apply):			
<input checked="" type="checkbox"/> Add Position	<input type="checkbox"/> Abolish/Establish*	<input type="checkbox"/> Reclassification*	<input type="checkbox"/> Title Change*
<input type="checkbox"/> Delete Position	<input type="checkbox"/> Change Budget #	<input type="checkbox"/> Change Fund #	<input type="checkbox"/> Other:*
Classification Status: New Classification	Current Position is: Vacant Last Name:		

Position changes (complete for currently allocated position changes only (marked with * above):		
Current Title:		PCN:
Requested Title: (If applicable)		PCN: AS-CHIO-001

Requested Position: Organizational chart must be attached. For new classifications attach a brief summary of expected job duties, and if available the class specification and estimated base salary. <i>New classifications must be approved through the BOS.</i>				
Title: Chief Information Officer			Allocation Effective Date: 6/1/2013	
			Estimated Hire Date: 7/1/2013	
Base Salary: \$9,057	Index Rate: 1.103	Salary: \$9,989	# of positions: 1	# Months Funded in FY: 0
Position Status: <input checked="" type="checkbox"/> Hours per week: 40 <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Limited Term Exp:				

Justification, Background Information and Supporting Documentation (please attach):	# of Attachments: 0
With the departure of the Assistant Director of Administrative Services, the Administrative Services department would like to begin a restructure into two separate departments of Information Technology and Administrative Services. This revised structure will enhance the services provided and the efficiency of each department. The first step is to establish a director level classification to lead the restructure of their department.	

Financial Analysis (include all positions being requested on this form):			
Fiscal Year Expenses:		Offsetting Reimbursements	
Expense Type	Total Amount	Offsetting Funds	Source
Salary	\$0.00		
Benefits			
Operating Costs			
Equipment Costs			
Grand Total	\$0.00	\$0.00	Net Funds Requested \$0.00
Budget Assignments			
Budget Unit #	% of Budget Unit	Fund #	% of General Fund % of Non Gen Fund
1900	100%	100	100% 0%

CAO/Human Resources Use Only			
CAO:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Return to Dept – Additional Info Requested.	Date: Initials:
HR:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Return to Dept – Additional Info Requested.	Date: Initials:
New Classifications Only:	<input type="checkbox"/> BOS	Agenda Date/Item #	<input type="checkbox"/> Approved <input type="checkbox"/> Denied

Purpose: Every department is required to complete this form when making any change to a position allocation.

Instruction Sheet & Definitions:

Departmental Information: Include Division or Program (if applicable) and be sure to include the contact person and their phone number.

Type of Action Requested: Check type of action; definitions are below. If type is "other" give brief description of action and detail further in the justification section below. You may select more than one action; for instance title change and change budget # may be appropriate.

- **Add Position** – Addition to allocation of an existing or new classification.
- **Delete Position** – Remove/decrease the allocation of an existing classification.
- **Title Change** – Change the title of an existing classification for one or more positions.
- **Change Budget #** - Change the budget number of an existing position.
- **Change Fund #**- Change the fund number of an existing position.
- **Abolish/Establish**: For encumbered and vacant positions. Deletion to allocation of an existing position and addition to allocation of an existing or new classification. Abolish/Establish is appropriate when a position is having duties added to the current position/body of work that will change the classification of the position; i.e. when an Accounting Assistant position is being re-allocated at the Accounting Specialist level because the department needs to expand the duties. Abolish/Establish will result in a competitive process to fill the position and may negatively impact the incumbent (i.e. layoff). *When the two positions are not related (i.e. replacing an Accounting Assistant in the division with a Social Worker), then add & delete should be used instead.*
- **Reclassification** – For encumbered positions only. Change the classification of an assigned position based on the recommendation from a classification review or job analysis. Reclassification is used when the employee is transitioning with the position and a competitive process is not involved.

Please mark if it is an existing classification or a new classification then mark if the position is vacant or filled. In the section immediately following ("Last Name") please identify the last name of the current incumbent or if vacant, the previous incumbent.

Position Changes: This section is only required for "Abolish/Establish," "Reclassification," "Title Change" and potentially "Other" changes. For identification of the specific position use the position control number (PCN) assigned. This number can be found on your salary and benefit report. If you do not have this number please leave the field blank.

Requested Position: Complete all requested information, including the allocation effective date and estimated hire date. For Index Rate use "1.103" for all entry-level positions (i.e. Office Assistant) and/or open recruitments and "1.365" for high level classifications and/or promotional recruitments. A Departmental Organization Chart must be attached to every form. Please note the type of position. For new classifications: You must attach a brief description of job duties, and if available, the class specification and estimated base salary.

Justification & Background: This section must be completed in detail; attach additional sheets if necessary and cite the number of sheets attached.

Financial Analysis: Provide first year expenses and offsetting reimbursements, if applicable. These fields are required and if they are omitted the form will be returned to the department. The financial analysis must reflect the total expenses for all positions requested. If you are requesting three positions on this form, the financial analysis must reflect the sum of expenses for ALL of the positions.

Budget Assignments: Complete all fields.

Submit the completed form, an organizational chart, and any applicable attachments to the CAO. The CAO may require a meeting with the requesting department.

Once both the CAO and Human Resources have reviewed the form, the requesting department will be notified of the outcome. If the allocation change requires an action by the Board of Supervisors it is the requesting department's responsibility to complete the necessary Staff Reports and/or notify affected employees of the outcome of any actions. A copy of the Staff Report must be provided to the CAO and Human Resources. The requesting department must coordinate these efforts with the Human Resources Department.

BEFORE THE BOARD OF SUPERVISORS

OF THE COUNTY OF YUBA

RESOLUTION AMENDING THE
DEPARTMENTAL POSITION
ALLOCATION SCHEDULE

RESOLUTION NO. _____

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department(s) is amended effective June 1, 2013 as follows:

ADD:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Administrative Services	Chief Information Officer	1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2013 by the following votes:

AYES:

NOES:

ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

BEFORE THE BOARD OF SUPERVISORS

OF THE COUNTY OF YUBA

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM –
BASIC SALARY SCHEDULE

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary Schedule is amended as follows effective June 1, 2013.

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
CHIO	Chief Information Officer	8	\$9,057	\$52.25	07	9410

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2013 by the following votes:

AYES:

NOES:

ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

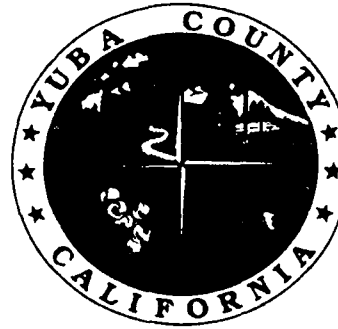
By: _____

By:  _____

The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

DAN M. MIERZWA
TREASURER & TAX COLLECTOR



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

196-13

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

May 1, 2013

TO: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

A handwritten signature of Dan M. Mierzwa, consisting of a stylized 'D' and 'M' followed by a horizontal line.

RE: Transfer of unclaimed monies to the general fund

RECOMMENDATION:

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

FUND	AMOUNT
Prisoner Fund	3,049.90
Secured Holding Trust	114.44
Unsecured Holding Trust	745.61
Refund Transfer Trust	177.83
TOTAL	\$4,087.78

BACKGROUND:

Section 50055 et seq. of the government code addresses itself to monies that have remained unclaimed in the County Treasury for a period in excess of three (3) years. A list of unclaimed monies for all County departments, Special and School Districts was compiled and published once a week for two (2) consecutive weeks in the Appeal Democrat on 3/15/2013 and 3/22/2013 per code requirements.

DISCUSSION:

No inquiries or claims have been filed on the unclaimed monies. These funds will become the property of the County of Yuba as of 5/14/2013.

FISCAL IMPACT: Increase to the County general fund of \$ 4,087.78.

FINANCE & ADMINISTRATION COMMITTEE:

Due to routine in nature bypassed committee.

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*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

915 8th Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

197-13 CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

DATE: May 14, 2013

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
Jeremy Strang, Division Manager
John Rohrbach, Code Enforcement Officer

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property located at 5952 Park Avenue, Linda CA 95901 and to Authorize Recording an Abatement Lien.

RECOMMENDATION: Confirm the attached Cost Accounting and Adopt Finding of Fact, Conclusion of Law and Orders authorizing the assessment of Administrative and Summary Abatement costs and the recording of a lien regarding the subject address.

BACKGROUND: On April 2, 2012, Code Enforcement staff was summoned by the Sheriff's Department to the subject address to assist them with an abandoned property by identifying the degree of public nuisance conditions. Code violations consisted of an abandoned, substandard dwelling, which was open and accessible creating an attractive nuisance for both children and vagrants. Also present was overgrown vegetation and the accumulation of junk trash and debris creating an environment conducive to the propagation and harborage of vector and vermin.

Due to the degree and nature of the violations, a Summary Abatement was conducted on April 4 and 5, 2012 removing all conditions deemed detrimental to the health and safety of the community averting the immediate threat to the public.

On April 19, 2012, a Demand for Payment was sent, by certified mail, to the property owner, Murray A. Kay, which remains unpaid, the total now being \$5,530.76; refer to Attachment A for the Cost Accounting.

Murray A. Kay has been given notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

DISCUSSION: This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting and the costs included are accurate and reasonable and whether the costs should be assessed and a lien recorded.

COMMITTEE ACTION: None required.

FISCAL IMPACT: Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

HEARING TO ASSESS PROPERTY AND RECORD
NOTICE OF ABATEMENT LIEN
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

COUNTY OF YUBA,)	CASE NO.	CE11-0119
)		
Plaintiff,	)	RE:	5952 Park Avenue
	)		Linda, CA 95901
vs.)		
	)	APN:	020-160-049
Murray A. Kay)		
)		
)		
Defendant.)		

FINDINGS OF FACT
CONCLUSIONS OF LAW
ORDERS OF THE BOARD OF SUPERVISORS

FINDINGS OF FACT

1. Assessor's Parcel # 020-160-049 is located at 5952 Park Avenue, Linda, CA 95901, and is owned by Murray A. Kay.
2. On April 2, 2012, Code Enforcement staff was summoned by the Sheriff's Department to the subject address to assist them with an abandoned property by identifying the degree of public nuisance conditions. Code violations consisted of an abandoned, substandard dwelling, which was open and accessible creating an attractive nuisance for both children and vagrants. Also present was overgrown vegetation and the accumulation of junk, trash and debris creating an environment conducive to the propagation and harborage of vector and vermin
3. On April 4 & 5, 2012, Code Enforcement personnel oversaw the Summary Abatement of the substandard structure, garbage and debris removing all conditions deemed detrimental to the health and safety of the community averting the immediate threat to the public
4. On April 19, 2012, a Demand for Payment was sent to Murray A. Kay, 750 Mason Street #201, Vacaville, CA 95688-4633, by certified and first class mail. The Demand remains unpaid and the amount now due is \$5,530.76.
5. The property owner, Murray A. Kay, was served with written notice of this hearing.
6. A Hearing was held on May 14, 2013 to assess the costs of abating the public nuisances and to determine if the administrative and summary abatement costs should be made a lien on said property.

(a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.

(b) The owner, Murray A. Kay was () was not () present.

7. The administrative and summary abatement costs incurred total: \$5,530.76.

CONCLUSIONS OF LAW

1. Murray A. Kay was properly notified to appear before the Board of Supervisors on May 14, 2013 at 9:30 am to show cause, if any, why the administrative and summary abatement costs for the property located at 5952 Park Avenue, Linda, CA, APN 020-160-049, abated pursuant to a summary abatement of a public nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and summary abatement costs regarding APN 020-160-049 were properly incurred in the amount of \$5,530.76 and the property and its owner bear the costs of same.

ORDERS

1. It is hereby found and ordered that the administrative and summary abatement costs to date incurred by the County of Yuba in the amount of \$5,530.76 shall be an assessment against the property located at 5952 Park Avenue, Linda, CA, APN 020-160-049.
2. It is hereby found and ordered that administrative and summary abatement costs shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and summary abatement costs shall be recorded as authorized by Government Code Section 25845(e).
3. Payment pursuant to these orders shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.
4. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.
5. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.

6. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 14 day of May 2013, by the following vote:

AYES:

NOES:

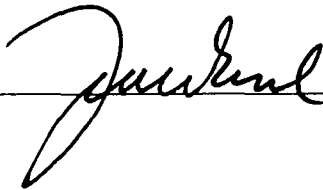
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors
County of Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: May 14, 2013

Case #: CE11-0119

APN: 020-160-049

Owner: Murray A Kay

Situs: 5952 Park Avenue, Linda CA 95901

Date	Reason for Charge	Hours	Total
21-Apr-11	Received Complaint, Opened Case	.50	\$ 52.50
25-Apr-11	Prepared & Mailed Courtesy Notice	.50	52.50
04-May-11	Received Additional Complaint	.25	26.25
19-May-11	Phone Call from Complainant	.25	26.25
22-Jun-11	Research Property Ownership	.25	26.25
27-Jun-11	Meeting with Code Enforcement Manager to Discuss Case	.25	26.25
27-Jun-11	Research Tax Rolls	.25	26.25
28-Jun-11	Prepared & Mailed Second Courtesy Notice	.50	52.50
04-Oct-11	Initial Site Inspection	.50	52.50
28-Oct-11	Prepared & Mailed Notice of Violation	.50	52.50
01-Dec-11	Reinspection	.50	52.50
02-Mar-12	Meeting with Code Enforcement Manager to Discuss Case	.25	26.25
15-Mar-12	Received Additional Complaint	.25	26.25
16-Mar-12	Reinspection and Posted Unsafe to Occupy Notice	.50	52.50
20-Mar-12	Prepared & Mailed Follow Up Letter to Property Owners	.50	52.50
22-Mar-12	Phone Call to Utility Providers to Disconnect Services	.50	52.50
27-Mar-12	Reinspection & Response to Yuba Co. Sheriff's Department & Animal Care Services	1.00	105.00
28-Mar-12	Prepared & Mailed Follow Up Letter to Trustee	.50	52.50
02-Apr-12	Reinspection with Code Enforcement Manager (2 Officers @ 0.5 Hours Each)	1.00	105.00
03-Apr-12	Meeting with Abatement Contractor at Property to Assess Job Specifications	.50	52.50
04-Apr-12	Conduct Abatement of Public Nuisance Conditions (2 Officers @ 0.5 Hours Each)	1.00	105.00
05-Apr-12	Complete Abatement	.50	52.50
19-Apr-12	Prepared & Mailed Cover Letter and Demand for Payment	1.00	105.00
	Total Staff Hours Billed at \$105.00 per Hour	11.75	\$ 1,233.76
06-Apr-12	Reimbursement of Contractor's Fee (O'Brien Remodel)		2,800.00
17-Apr-12	Notice of NonCompliance		105.00
14-May-13	Cost Accounting Hearing Before Board of Supervisors		1,050.00
14-May-13	Prepare Notice of Compliance		105.00
14-May-13	Prepare Release of Abatement Lien		105.00
14-May-13	Recording Fee, Two Documents		28.00
14-May-13	CDSA Process Recording Fee, Two Documents		104.00
		Total	\$ 5,530.76



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8th Street, Suite 123, Marysville, California 95901

Murray A. Kay
750 Mason Street #201
Vacaville CA 95688-4633

NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8th Street, Marysville, California, in the Board of Supervisors Chambers, on May 14, 2013, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and summary abatement costs for the property located at 5952 Park Avenue, Linda, CA 95901, APN 020-160-049, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs reflected in Attachment A are accurate and reasonable and whether such costs should be assessed and a lien recorded.

Dated: April 23, 2013

Certified Mail # 7011 0110 0002 5085 1446

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY:

Jeremy Strang

Attachment B

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

915 8th Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



BUILDING
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198-13 CODE ENFORCEMENT
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HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

DATE: May 14, 2013

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
Jeremy Strang, Division Manager
John Jacenich, Code Enforcement Officer

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property located at 5878 'G' Riverside Drive, West Linda, CA 95961 and to Authorize Recording an Abatement Lien.

RECOMMENDATION: Confirm the attached Cost Accounting and Adopt Finding of Fact, Conclusion of Law and Orders authorizing the assessment of Administrative and Summary Abatement costs and the recording of a lien regarding the subject address.

BACKGROUND: On March 2, 2012, Code Enforcement staff was summoned by the Sheriff's Department to the subject address to assist them with an abandoned, vacant property by identifying the degree of public nuisance conditions. Code violations consisted of illegally occupied tents and storage building, a dismantled motorhome, an accumulation of junk, trash and debris creating an environment conducive to the propagation and harborage of vector and vermin.

Due to the degree and nature of the violations, a Summary Abatement was conducted on March 6 & 7, 2012 removing all conditions deemed detrimental to the health and safety of the community averting the immediate threat to the public.

On March 20, 2012, a demand for payment was sent, by certified mail, to the property owner, Harold Ervine Coones, which remains unpaid, the total now being \$8,033.00; refer to Attachment A for the Cost Accounting.

Harold Ervine Coones has been given notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

DISCUSSION: This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting and the costs included are accurate and reasonable and whether the costs should be assessed and a lien recorded.

COMMITTEE ACTION: None required.

FISCAL IMPACT: Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

HEARING TO ASSESS PROPERTY AND RECORD
NOTICE OF ABATEMENT LIEN
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	CE10-0239
)		
Plaintiff,	)	RE:	5878 'G' Riverside Drive
	)		West Linda, CA
vs.)		
	)	APN:	020-091-009
Harold Ervine Coones)		
)		
)		
Defendant.)		

FINDINGS OF FACT
CONCLUSIONS OF LAW
ORDERS OF THE BOARD OF SUPERVISORS

FINDINGS OF FACT

1. Assessor's Parcel # 020-091-009 is located at 5878 'G' Riverside Drive, West Linda, CA 95961, and is owned by Harold Ervine Coones.
2. On March 2, 2012, Code Enforcement staff was summoned by the Sheriff's Department to the subject address to assist them with an abandoned, vacant property by identifying the degree of public nuisance conditions. Code violations consisted of illegally occupied tents and storage building, a dismantled motorhome, an accumulation of junk, trash and debris, creating an environment conducive to the propagation and harborage of vector and vermin.
3. On March 6 & 7, 2012, Code Enforcement personnel oversaw the Summary Abatement of the occupied tents, dismantled motorhome, garbage and debris removing all conditions deemed detrimental to the health and safety of the community averting the immediate threat to the public
4. On March 20, 2012, a Demand for Payment was sent to Harold Ervine Coones, 5135 High Street, Rocklin, CA 95677, by certified and first class mail. The Demand remains unpaid and the amount now due is \$8,033.00.
5. The property owner, Harold Ervine Coones, was served with written notice of this hearing.
6. A Hearing was held on May 14, 2013 to assess the costs of abating the public nuisances and to determine if the administrative and summary abatement costs should be made a lien on said property.

(a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.

(b) The owner, Harold Ervine Coones was () was not () present.

7. The administrative and summary abatement costs incurred total: \$8,033.00.

CONCLUSIONS OF LAW

1. Harold Ervine Coones was properly notified to appear before the Board of Supervisors on May 14, 2013 at 9:30 am to show cause, if any, why the administrative and summary abatement costs for the property located at 5878 'G' Riverside Drive, West Linda, CA, APN 020-091-009, abated pursuant to a summary abatement of a public nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and summary abatement costs regarding APN 020-091-009 were properly incurred in the amount of \$8,033.00 and the property and its owner bear the costs of same.

ORDERS

1. It is hereby found and ordered that the administrative and summary abatement costs to date incurred by the County of Yuba in the amount of \$8,033.00 shall be an assessment against the property located at 5878 'G' Riverside Drive, West Linda, CA, APN 020-091-009.
2. It is hereby found and ordered that administrative and summary abatement costs shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and summary abatement costs shall be recorded as authorized by Government Code Section 25845(e).
3. Payment pursuant to these orders shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.
4. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.
5. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.

6. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 14th day of May 2013, by the following vote:

AYES:

NOES:

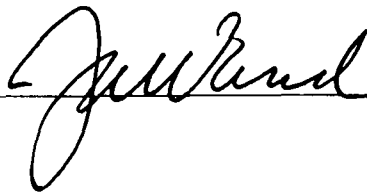
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors
County of Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: May 14, 2013

Case #: CE10-0239

APN: 020-091-009

Owner: Harold Ervine Coones

Situs: 5878 'G' Riverside Drive, West Linda CA

Date	Reason for Charge	Hours	Total
6/24/2010	Reinspection	.50	\$ 52.50
7/14/2010	Reinspection	.50	52.50
7/28/2010	Reinspection with Property Owner	1.00	105.00
8/16/2010	Reinspection	.50	52.50
8/25/2010	Reinspection with Yuba County Sheriff's Dept	1.00	105.00
1/27/2011	Reinspection	.50	52.50
3/14/2011	Reinspection	.50	52.50
6/6/2011	Reinspection	.50	52.50
7/26/2011	Reinspection	.50	52.50
9/2/2011	Reinspection	.50	52.50
12/20/2011	Reinspection	.50	52.50
3/2/2012	Reinspection with Yuba County Sheriff's Dept	1.00	105.00
3/6/2012	Conducted Summary Abatement	4.50	472.50
3/7/2012	Completed Summary Abatement	2.50	262.50
3/8/2012	Reinspection	.50	52.50
3/13/2012	Reinspection	.50	52.50
3/14/2012	Reinspection	.50	52.50
3/15/2012	Prepared & Recorded Notice of NonCompliance	.50	52.50
3/20/2012	Reinspection	.50	52.50
3/20/2012	Prepared & Mailed Demand for Payment	.50	52.50
	Total Staff Hours Billed at \$105.00 per Hour	17.00	\$ 1,785.00
3/14/2012	Reimbursement of Contractor's Fee (GW Demolition)		3,600.00
3/20/2012	Unpaid Billing Statement (Invoice # 399)		1,260.00
5/14/2013	Cost Accounting Hearing Before Board of Supervisors		1,050.00
5/14/2013	Recording Fee, Two Documents		24.00
5/14/2013	Prepare Notice of Compliance		105.00
5/14/2013	Prepare Release of Abatement Lien		105.00
5/14/2013	CDSA Process Recording Fee		104.00
		Total	\$ 8,033.00



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8th Street, Suite 123, Marysville, California 95901

Harold Ervine Coones
5135 High Street
Rocklin CA 95677

NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8th Street, Marysville, California, in the Board of Supervisors Chambers, on May 14, 2013, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and summary abatement costs for the property located at 5878 'G' Riverside Drive, West Linda CA 95961, APN 020-091-009, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs reflected in Attachment A are accurate and reasonable and whether such costs should be assessed and a lien recorded.

Dated: April 23, 2013

Certified Mail # 7003 0500 0005 1306 4774

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY:

Jeremy Strang

Attachment B

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

915 8th Street, Suite 123

Marysville, California 95901

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199-13

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

DATE: May 14, 2013

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
Jeremy Strang, Division Manager
John Jacenich, Code Enforcement Officer

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property located at 5872 'E' Riverside Drive, West Linda, CA 95961 and to Authorize Recording an Abatement Lien.

RECOMMENDATION: Confirm the attached Cost Accounting and Adopt Finding of Fact, Conclusion of Law and Orders authorizing the assessment of Administrative and Summary Abatement costs and the recording of a lien regarding the subject address.

BACKGROUND: On March 2, 2012, Code Enforcement staff was summoned by the Sheriff's Department to the subject address to assist them with an abandoned, vacant property by identifying the degree of public nuisance conditions. Code violations consisted of illegally occupied tents and a motorhome, an accumulation of junk, trash and debris creating an environment conducive to the propagation and harborage of vector and vermin.

Due to the degree and nature of the violations, a Summary Abatement was conducted on March 6 & 7, 2012 removing all conditions deemed detrimental to the health and safety of the community averting the immediate threat to the public.

On March 28, 2012, a demand for payment was sent, by certified mail, to the property owner, W.D. Jr. & Juanita Cozine, which remains unpaid, the total now being \$7,158.00; refer to Attachment A for the Cost Accounting.

W.D. Jr. & Juanita Cozine have been given notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

DISCUSSION: This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting and the costs included are accurate and reasonable and whether the costs should be assessed and a lien recorded.

COMMITTEE ACTION: None required.

FISCAL IMPACT: Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

HEARING TO ASSESS PROPERTY AND RECORD
NOTICE OF ABATEMENT LIEN
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	CE10-0275
)		
Plaintiff,	)	RE:	5872 'E' Riverside Drive
	)		West Linda, CA
vs.)		
	)	APN:	020-091-015
W.D. Cozine Jr. &)		
Juanita Cozine)		
)		
Defendant.)		

FINDINGS OF FACT
CONCLUSIONS OF LAW
ORDERS OF THE BOARD OF SUPERVISORS

FINDINGS OF FACT

1. Assessor's Parcel # 020-091-015 is located at 5872 'E' Riverside Drive, West Linda, CA 95961, and is owned by W.D. Jr. & Juanita Cozine.
2. On March 2, 2012, Code Enforcement staff was summoned by the Sheriff's Department to the subject address to assist them with an abandoned, vacant property by identifying the degree of public nuisance conditions. Code violations consisted of illegally occupied tents and a motorhome, an accumulation of junk, trash and debris, creating an environment conducive to the propagation and harborage of vector and vermin.
3. On March 6 & 7, 2012, Code Enforcement personnel oversaw the Summary Abatement of the occupied tents, dismantled motorhome, garbage and debris removing all conditions deemed detrimental to the health and safety of the community averting the immediate threat to the public
4. On March 28, 2012, a Demand for Payment was sent to W.D. Jr. & Juanita Cozine, 476 England Drive, Festus, MO 63028, by certified and first class mail. The Demand remains unpaid and the amount now due is \$7,158.00.
5. The property owner, W.D. Jr. & Juanita Cozine, were served with written notice of this hearing.
6. A Hearing was held on May 14, 2013 to assess the costs of abating the public nuisances and to determine if the administrative and summary abatement costs should be made a lien on said property.

(a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.

(b) The owner, W.D. Jr. and Juanita Cozine were () were not () present.

7. The administrative and summary abatement costs incurred total: \$7,158.00.

CONCLUSIONS OF LAW

1. W.D. Jr. & Juanita Cozine were properly notified to appear before the Board of Supervisors on May 14, 2013 at 9:30 am to show cause, if any, why the administrative and summary abatement costs for the property located at 5872 'E' Riverside Drive, West Linda, CA, APN 020-091-009, abated pursuant to a summary abatement of a public nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and summary abatement costs regarding APN 020-091-015 were properly incurred in the amount of \$7,158.00 and the property and its owner bear the costs of same.

ORDERS

1. It is hereby found and ordered that the administrative and summary abatement costs to date incurred by the County of Yuba in the amount of \$7,158.00 shall be an assessment against the property located at 5872 'E' Riverside Drive, West Linda, CA, APN 020-091-015.
2. It is hereby found and ordered that administrative and summary abatement costs shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and summary abatement costs shall be recorded as authorized by Government Code Section 25845(e).
3. Payment pursuant to these orders shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.
4. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

5. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
6. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 14th day of May 2013, by the following vote:

AYES:

NOES:

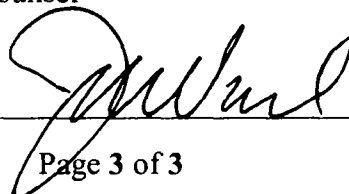
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors
County of Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



Page 3 of 3

YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: May 14, 2013

Case #: CE10-0275

APN: 020-091-015

Owner: W.D. Jr. & Juanita Cozine

Situs: 5872 'E' Riverside Drive, West Linda CA

Date	Reason for Charge	Hours	Total
6/21/2010	Initial Site Inspection with Yuba County Sheriff's Dept	1.00	\$ 105.00
6/24/2010	Reinspection	.50	52.50
7/6/2010	Reinspection	.50	52.50
7/14/2010	Reinspection	.50	52.50
7/28/2010	Reinspection	.50	52.50
8/25/2010	Reinspection	.50	52.50
10/1/2010	Reinspection	.50	52.50
10/29/2010	Reinspection	.50	52.50
10/29/2010	Prepared & Mailed Notice of Violation	1.00	105.00
12/7/2010	Reinspection	.50	52.50
2/24/2011	Reinspection	.50	52.50
7/26/2011	Reinspection	.50	52.50
9/2/2011	Reinspection	.50	52.50
12/20/2011	Reinspection	.50	52.50
3/2/2012	Reinspection with Yuba County Sheriff's Dept.	1.00	105.00
3/6/2012	Conducted Summary Abatement	4.50	472.50
3/7/2012	Completed Summary Abatement	2.50	262.50
3/8/2012	Reinspection	.50	52.50
3/13/2012	Reinspection	.50	52.50
3/14/2012	Reinspection	.50	52.50
3/15/2012	Prepared & Recorded Notice of NonCompliance	.50	52.50
3/20/2012	Reinspection	.50	52.50
3/28/2012	Prepared & Mailed Demand for Payment	.50	52.50
	Total Staff Hours Billed at \$105.00 per Hour	19.00	\$ 1,995.00
3/14/2012	Reimbursement of Contractor's Fee (GW Demolition)		3,600.00
3/27/2012	Reimbursement of Contractor's Fee (Anderson's Self Serve)		175.00
5/14/2013	Cost Accounting Hearing Before Board of Supervisors		1,050.00
5/14/2013	Recording Fee, Two Documents		24.00
5/14/2013	Prepare Notice of Compliance		105.00
5/14/2013	Prepare Release of Abatement Lien		105.00
5/14/2013	CDSA Process Recording Fee		104.00
		Total	\$ 7,158.00



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8th Street, Suite 123, Marysville, California 95901

W.D. Jr. & Juanita Cozine
476 England Drive
Festus, MO 63028

NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8th Street, Marysville, California, in the Board of Supervisors Chambers, on May 14, 2013, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and summary abatement costs for the property located at 5872 'E' Riverside Drive, West Linda CA 95961, APN 020-091-015, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs reflected in Attachment A are accurate and reasonable and whether such costs should be assessed and a lien recorded.

Dated: April 23, 2013

Certified Mail # 7003 0500 0005 1306 4750

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY:

Jeremy Strang

Attachment B

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



BUILDING
749-5440 • Fax 749-5616

200-13 CODE ENFORCEMENT
749-5455 • Fax 749-5464

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


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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Yuba County Board of Supervisors

FROM: Michael Lee, Public Works Director 

SUBJECT: Gledhill Landscaping and Lighting District

DATE: May 14, 2013

Recommendation

Approve the attached resolution confirming the diagram and assessments within the Gledhill Landscaping and Lighting District.

Background

On April 16, 2013, your Board approved a resolution adopting the Engineer's Report and declaring an intention to levy and collect assessments within the District and established that a public hearing be held on May 14, 2013 at 9:30 a.m. in the Board of Supervisors Chambers.

Discussion

The assessment, shown in the Engineer's Report, will provide revenue needed to operate the district for fiscal year 2013/2014. There has been no change in the assessment rate from last year's rate. There are 3,669 dwelling units that are assessed at \$13.20 for the total revenue of \$48,430.80 for the fiscal year 2013/2014. These funds are used to maintain landscaping, repair recreational equipment, improve existing irrigation, install new irrigation and landscaping, and other work required to operate the district.

Committee Action

The Land Use & Public Works Committee was bypassed as this action is routine in nature and occurs annually.

Fiscal Impact

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

Attachment

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

RESOLUTION CONFIRMING THE)
 DIAGRAM AND ASSESSMENTS WITHIN)
 GLEDHILL LANDSCAPING AND LIGHTING)
 DISTRICT)

RESOLUTION NO. _____

WHEREAS, pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22631) the Board of Supervisors shall adopt a resolution confirming the Diagram and Assessment for Gledhill Landscaping and Lighting District for fiscal year 2013/2014, and

WHEREAS, on April 16, 2013, the Board of Supervisors adopted a resolution declaring its intention to levy and collect assessments within Gledhill Landscaping and Lighting District and held a public hearing on said intention on May 14, 2013 in the Board of Supervisors Chambers, 915 Eighth Street, Marysville, California, and,

WHEREAS, said public hearing was held as ordered, and all interested parties and proponents were heard.

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors hereby finds, declares and orders:

- 1) Pursuant to and in accordance with orders contained in the aforesaid Resolution, notice was duly published in the Appeal Democrat, a newspaper of general circulation published in Yuba County, one time pursuant to Government Code Section 6061.
- 2) A public hearing was held and ordered and said Board of Supervisors met to hear any protests or objections to the intention to levy and collect assessments at the aforesaid time and place.
- 3) At said public hearing all persons present were given an opportunity to hear and be heard with respect to any matter relative to intention to levy and collect assessments.
- 4) The diagram for the district is confirmed (Appendix A).
- 5) Order levy and collection of assessments for the maintenance, operation and improvements to all district parks for fiscal year 2013/2014.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

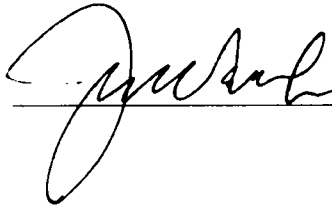
ABSTAIN:

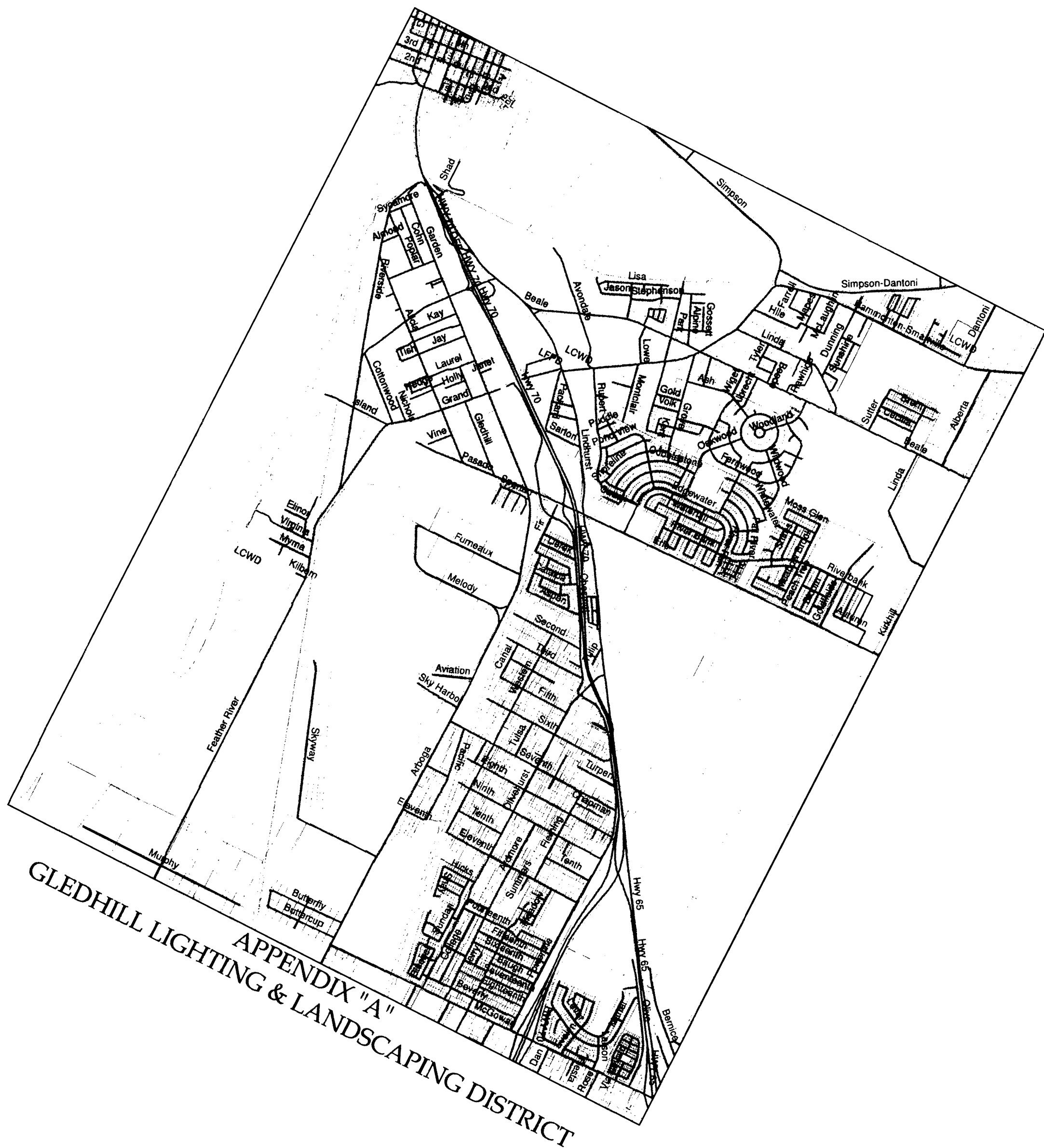
Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

by: _____

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





APPENDIX "A"

GLEDHILL LIGHTING & LANDSCAPING DISTRICT

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

915 8th Street, Suite 123

Marysville, California 95901

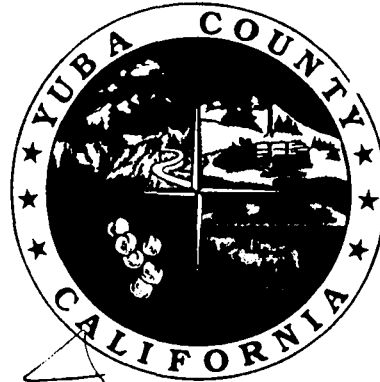
www.co.yuba.ca.us

TO: Board of Supervisors

FROM: Michael Lee, Public Works Director

SUBJECT: Linda Street Lighting Maintenance District

DATE: May 14, 2013



BUILDING
9-5440 • Fax 749-5616

201-13 CODE ENFORCEMENT
9-5455 • Fax 749-5464

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

HOUSING AND COMMUNITY SERVICES
749-5480 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

Recommendation

Adopt the attached Resolution determining and imposing assessments within the Linda Street Lighting Maintenance District for fiscal year 2013-2014.

Background

The Linda Street Lighting Maintenance District was formed on August 7, 1967, pursuant to the Improvement Act of 1911 (Streets and Highways Code, Division 7, part 3, Chapter 26, commencing with section 5830). Annual assessments are imposed upon each parcel of real property within the district on the basis of the estimated benefit to the parcel in a cumulative amount sufficient to cover the annual expense of maintenance and operation of an electrical street lighting system owned, maintained and operated by Pacific Gas and Electric Company.

Discussion

Streets and Highways Code section 5830.1 requires lighting maintenance assessments to be levied pursuant to Chapter 6.1 (commencing with Section 54703) of part 1 of Division 2 of Title 5 of the Government Code (The Benefit Assessment Act of 1982). Government Code section 54717, subdivision (c), authorizes the Board of Supervisors to annually determine the cost of the service, which is financed by the assessment and by ordinance or resolution, determine and impose the assessment.

The proposed assessment for fiscal year 2013-2014 is \$12 per unit, the same as for fiscal year 2012-2013. There are a total of 3,897 units that are assessed \$12.00 per unit for the total revenue of \$46,764.00 for the fiscal year 2013-2014. These funds are used to maintain and operate the street lights.

Committee Action

The Land Use & Public Works Committee was bypassed as this action is routine in nature and occurs annually.

Fiscal Impact

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

Attachment

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

**RESOLUTION DETERMINING)
AND IMPOSING ASSESSMENT)
WITHIN LINDA STREET LIGHTING)
MAINTENANCE DISTRICT)**

RESOLUTION NO. _____

WHEREAS, Linda Street Lighting Maintenance district was formed on August 7, 1967, pursuant to the Improvement Act of 1911 (Streets and Highways Code, Division 7, Part 3, Chapter 26, commencing with section 5830); and

WHEREAS, subsequent to formation, annual assessments have been imposed upon each parcel of real property within the district on the basis of the estimated benefit to the parcel in a cumulative amount sufficient to cover the annual expense of maintenance and operation of an electrical street lighting system owned, maintained and operated by Pacific Gas and Electric Company; and

WHEREAS, the current \$12.00 per unit assessment was imposed on August 23, 1995; and

WHEREAS, Streets and Highways Code section 5830.1 requires lighting maintenance assessments to be levied pursuant to Chapter 6.1 (commencing with Section 54703) of Part 1 of division 2 of Title 5 of the Government Code (The Benefit Assessment Act of 1982). Government Code section 54715(a), authorizes the Board of Supervisors to determine and propose for adoption an annual assessment on each parcel of real property within the jurisdiction of the local agency, by ordinance or resolution, adopted after notice and public hearing.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors hereby:

1. Finds that the estimated cost of maintaining and operating the street lights within the Linda Street Lighting Maintenance District during fiscal year 2013-2014 is \$145,000.00.
2. Finds that the estimated benefit to each unit within the Linda Street Lighting Maintenance District for the ensuing fiscal year 2013-2014 is Twelve Dollars (\$12.00).
3. Hereby levies an assessment of Twelve Dollars (\$12.00) per unit on each parcel of real property within the Linda Street Lighting Maintenance District for the ensuing fiscal year.
4. The diagram for the district is confirmed (Appendix A).

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2013, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

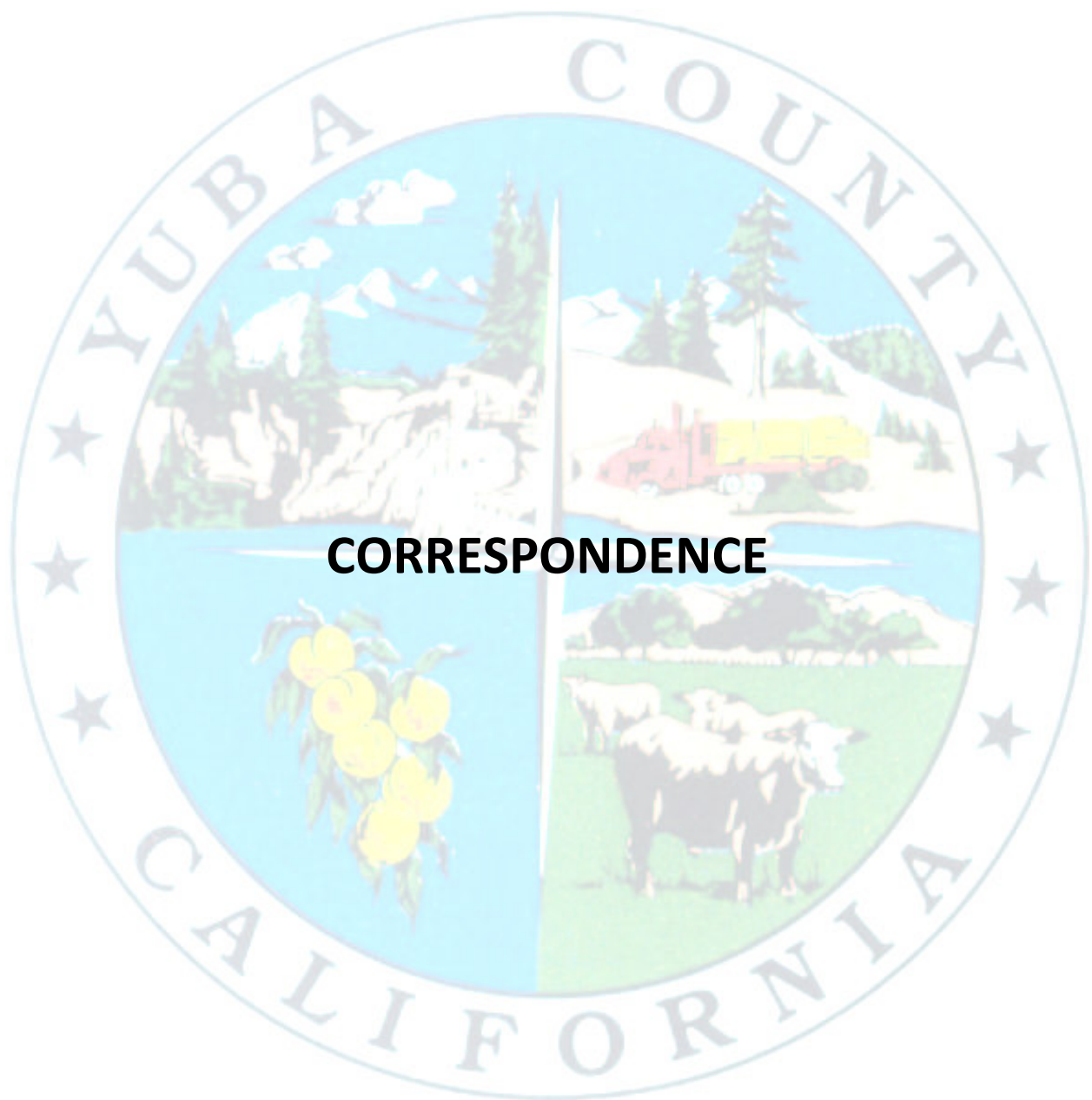
ANGIL P. MORRIS-JONES
YUBA COUNTY COUNSEL
APPROVED AS TO FORM:





APPENDIX "A"
LINDA LIGHTING DISTRICT

Linda Lighting.mxd





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Commissioners
Michael Sutton, President
Monterey
Richard Rogers, Vice President
Santa Barbara
Jim Kellogg, Member
Discovery Bay
Jack Baylis, Member
Los Angeles
Vacant, Member

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
(916) 653-5040 Fax
www.fgc.ca.gov

RECEIVED

MAY 2 2013

Clerk/Board of Supervisors

May 3, 2013

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Sections 401 and 480, Title 14, California Code of Regulations, relating to Depredation Permit Application and Form, and Bobcat Depredation, which will be published in the California Regulatory Notice Register on May 3, 2013.

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

Mr. Michael Randall, Regulations Unit, Department of Fish and Wildlife, (916) 653-4678, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Jon D. Snellstrom
Associate Governmental Program Analyst

BOS CORRESPONDENCE A

**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 200, 202, 1050, 3960.2, 4150, 4181, and 4181.5, Fish and reference sections 3003.1, 3960, 3960.2, 4150, 4152, 4181, and 4181.5, Fish and Game Code; proposes to Amend Section 401 and Repeal Section 480, Title 14, California Code of Regulations (CCR), relating to Depredation Permit Application and Bobcat Depredation.

Informative Digests/Policy Statement Overview

Existing law provides that depredation permits may be issued by the Department of Fish and Wildlife (department) for the purpose of protecting property being damaged by wildlife. Section 401 governs applications, issuance, and reporting requirements for depredation permits to take specific wildlife species, including bear, causing damage to property. The 2012 passage of SB 1221 (Lieu) placed limits on the use of dogs to pursue bear and bobcat, and specified additional requirements for those applicants issued a depredation permit allowing the use of dogs to pursue bear and bobcat. The commission proposes to amend Section 401 to improve the collection of depredation permit information and to make this section consistent with the new statute.

The proposed action modifies the method of application and permit issuance for take of specified depredating mammals including bobcat, and of depredating bear and bobcat taken with the use of dogs. The amendments to Section 401(a) will now require property owners to obtain permits and report the take of bobcat. Bobcat "in the act" of killing livestock can still be taken immediately, provided only that a permit is requested by the next working day. While the department doesn't expect a large number of depredation permits to be requested for bobcat, since there is no existing permit required for depredating bobcat, the demand for this permit is unknown at this time. The proposed amendments will enhance consistency with the Fish and Game Code (FGC) and allow for the collection of information regarding bobcat depredation throughout the state.

The depredation form currently specified in subsection 401(c) as Form FG WPB 543 (new 5/05) is out of date and available only on paper. Rather than requiring use of a specific form, the commission proposes to amend subsection 401(c) to allow the department to collect information needed from the applicant for the purpose of determining the necessity of the permit. A form will no longer be specified within the regulations thereby giving the department flexibility to adequately analyze applicant information and allow the department to issue site- and species-specific permits either electronically or on paper.

Language added to subsection 401(d)(1) will specify that steel-jawed leghold traps are prohibited in accordance with Section 3003.1 of the Fish and Game Code. Subsection 401(d)(1) will be further amended to delete the words "based upon safety considerations" in order to allow the department to consider additional factors when specifying the caliber and type of firearm and ammunition, archery equipment or crossbow used to take depredation animals. Additional factors may include effectiveness, humane treatment of wildlife, and minimizing threats to non-target wildlife.

The proposed amendment to subsection 401(f) would increase a violator's prohibition period for obtaining depredation permits from 12 to 24 months to be more consistent with the terms of probation in cases involving the illegal take of mammals.

Section 401 will be further amended to specify reporting requirements and requiring the presentation of bear skulls to the department for scientific analysis.

Section 480, Title 14, CCR, to be repealed.

Section 480 will be repealed since its provisions have either been superseded by SB1221 (Lieu, 2012) or will be replaced by the amended provisions of Section 401.

Non-monetary benefits to the public.

The commission expects that proposed amendments and additions to the regulations concerning depredation will provide a non-monetary benefit by improving the monitoring and reporting of the take of wildlife under a depredation permit. The commission does not anticipate significant non-monetary benefits to the protection of public health, worker safety, the prevention of discrimination, the promotion of fairness and social equity, or to the increase in openness and transparency in business and government.

Evaluation of incompatibility with existing regulations

The proposed regulations in this rulemaking action are neither inconsistent nor incompatible with existing state or federal regulations. The proposed amendments are needed to enhance clarity and to comply with the new statutory requirements of SB 1221 (Lieu, 2012).

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, on all options relevant to this action at a hearing to be held at a hearing to be held in University of California Los Angeles (UCLA), De Neve Plaza Building, 351 Charles E. Young Drive – West, Los Angeles, California, on Wednesday, May 22, 2013 at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, on all options relevant to this action at a hearing to be held at the Department of Consumer Affairs, 1747 North Market Boulevard, Sacramento, California, on Wednesday, June 26, 2013 at 8:30 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 June 21, 2013 to be included in the Commissioners' briefing materials, 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 12:00 noon on June 25, 2013 to be delivered by staff to the meeting; or be presented to Commission staff at the meeting no later than the agenda item is heard on June 26, 2013, 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 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 Sonke Mastrup or Jon Snellstrom at the preceding address or phone number. **Mr. Michael Randall, Regulations Unit, Department of Fish and Wildlife, telephone (916) 653-4678, 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. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. 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 Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including 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:

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses, the expansion of businesses in California, or benefits to worker safety.

The proposed changes in Section 401 and the repeal of Section 480 will not impact jobs and/or businesses in California. SB 1221(Lieu) (FGC Section 3960.2(d)) prohibits compensation of individuals involved with the depredation permit; therefore it is unlikely that any new business, or expansion, would be created.

Existing businesses, for example dog breeders and trainers, are not reliant on providing dogs solely for the take of the listed depredators, therefore any potential impact on the creation or elimination of jobs within the State is negligible.

The general provisions of amended Section 401 provide for a means to control animals causing damage or destroying, or immediately threatening to damage or destroy land or property. These sections in turn may benefit the health and welfare of California residents by clarifying conditions under which depredating animals may be taken.

The Commission anticipates benefits to the environment by identifying non-lethal methods prior to the issuance of a depredation permit, preventative measures to avoid depredation in the future, and improved reporting of take following issuance of a permit.

(c) Cost Impacts on Private Persons:

The Fish and Game Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with this proposed action. There is no cost or fee collected by the department for the permit. Additional effort may be associated with the reporting requirements of SB 1221 (Lieu), but these costs are expected to be minor.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None

(e) Other 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:

None

(h) Effect on Housing Costs:

None

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to the affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: April 23, 2013

Sonke Mastrup
Executive Director

Commissioners
Michael Sutton, President
Monterey
Richard Rogers, Vice President
Santa Barbara
Jim Kellogg, Member
Discovery Bay
Jack Baylis, Member
Los Angeles
Vacant, Member

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
(916) 653-5040 Fax
www.fgc.ca.gov

RECEIVED

MAY 3 2013

Clerk/Board of Supervisors

May 1, 2013

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 190 and 195, Title 14, California Code of Regulations, relating to commercial fishing activity reports and commercial passenger fishing vessel logbooks, which will be published in the California Regulatory Notice Register on May 3, 2013.

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

Captain David Bess, Law Enforcement Division, Department of Fish and Wildlife, phone (916) 651-9982, 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 7071, 7920, 7923, 7924, 8026 and 8587.1 of the Fish and Game Code and to implement, interpret or make specific sections 7055, 7056, 7058, 7060, 7120, 7850, 7923, 7924, 8026 and 8587.1 of said Code, proposes to amend sections 190 and 195, Title 14, California Code of Regulations, relating to Commercial Fishing Activity Reports and Commercial Passenger Fishing Vessel Logbooks.

Informative Digest/Policy Statement Overview

Section 190 to be amended.

Currently, Section 190 requires that log books be filled out for specified fisheries (e.g., trawl, trap, live bait, market squid, commercial passenger vessels, etc.). These daily records are turned in monthly to the department and used to assist the management of these fisheries. Current wording in Section 190, proposed for deletion, requires logs to be completed "before the end of a trip, at the time of sale of the catch or at the end of each day's fishing." This language can be confusing for those filling out the records and for the wildlife officer trying to enforce the regulations. Proposed new wording in subsection 190(b) of "immediately when any of the following first occurs: (1) prior to passengers or crew disembarking from the vessel, or (2) at the time of receipt, purchase, or transfer of fish, or (3) at the end of the calendar day (midnight) during fishing activity through the night" provides clear points in time when the records must be completed.

Section 195 to be amended.

The proposed changes in subsection 195(a) will delete and replace the existing Skipper's Log Book with updated forms entitled "COMMERCIAL PASSENGER FISHING VESSEL LOG" for Southern and Central/Northern California. The instructions explain when and how logs are to be filled out as well as when the logs are to be delivered to the department. The new logs will provide a new box for an entry of "No fishing activities for the month of: _____." All logbooks are valuable to the management of the fisheries and assist the department in determining catch beneficial to fishermen.

There are times when a licensed Commercial Passenger Fishing Vessel (CPFV) operator may take out nonpaying customers or friends out on a fishing venture. It is recommended in this proposal with the addition of subsection 195(a)(5) that a licensed CPFV be required to keep logbook records when on a fishing trip, whether or not the trip involves paying or nonpaying fishing customers. This would also give a better data base tracking all fish caught on CPFV's.

Currently in subsection 195(e)(5) the regulation, in part, specifies "operating under authority of a license issued pursuant to", this language is proposed for deletion and will be replaced by "licensed under" which clarifies the meaning of the provision.

The Commission expects that proposed amendments and additions to the regulations concerning fishing activity records will provide a non-monetary benefit by improving the monitoring and reporting of the take of ocean fish by CPFV. The Commission does not anticipate significant non-monetary benefits to the protection of public health, worker safety, the prevention of discrimination, the promotion of fairness and social equity, or to the increase in openness and transparency in business and government.

The proposed regulations are neither inconsistent nor incompatible with existing state regulations. No other agency has authority to adopt fishing log book regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, on all options relevant to this action at a hearing to be held in University of California Los Angeles (UCLA), De Neve Plaza Building, 351 Charles E. Young Drive – West, Los Angeles, California, on Wednesday, May 22, 2013 at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO 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 at the Department of Consumer Affairs, 1747 North Market Boulevard, Sacramento, CA, on Wednesday, June 26, 2013 at 8:30 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 June 14, 2013 to be included in the Commissioners' briefing materials 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 12:00 noon on June 25, 2013 to be delivered by staff to the meeting; or be presented to Commission staff at the meeting no later than the agenda item is heard on June 26, 2013, 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. **David Bess, Captain, Law Enforcement Division, Department of Fish and Wildlife, telephone (916) 651-9982, 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. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. 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 Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. This proposal only clarifies wording in the logbook as well as reporting requirements. It does not limit any take of interfere with the ability to make money.

- (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:

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California.

The proposed amendments to the regulations do not have foreseeable benefits to the health and welfare of California residents or to worker safety.

The proposed regulations should benefit the State's environment by improving reporting of fish take in the California waters and the resultant analysis and recommendations that the Department may make.

The Commission expects that proposed amendments and additions to the regulations concerning fishing activity records will provide a non-monetary benefit by improving the monitoring and reporting of the take of ocean fish by CPFV.

- (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.

- (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.

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to the affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: April 23, 2013

Sonke Mastrup
Executive Director

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