

BOARD OF SUPERVISORS

AMENDED AGENDA

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



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

JUNE 25, 2013

ADDENDUM TO AGENDA - ADD TO CONSENT AGENDA ITEM C. 3. (Board of Supervisors)

8:30 A.M. YUBA COUNTY WATER AGENCY

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

I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti

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

III. **CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**

A. Administrative Services

1. Authorize Budget Transfer in the amount of \$10,000 for Fund 126 to adjusted revenue to cover enterprise zone management services. (250-13)
2. Authorize Budget Transfer in the amount of \$30,000 from Account No. 101-1900-410-6001 (Fixed Assets) to 101-1900-410-2300 (Professional Services) for design of infrastructure replacement. (251-13)

B. Auditor-Controller

1. Authorize Budget Transfer from various accounts in the total amount of \$117,000 to transfer in lieu of health insurance back to salaries for all operating departments for five (5) month period ending May 30, 2013. (252-13)

C. Board of Supervisors

1. Adopt resolution supporting a Friendship Community relationship with Yantai, China. (253-13)
2. Accept letter from Yuba County Office of Education providing notice to end agreement to operate and maintain 4H Camp effective October 15, 2013. (254-13)
3. Appoint Dr. Michael G. Kinnison Interim Public Health Officer to the First 5 Yuba Commission to serve until appointment of his successor. (No background material) (264-13)

D. Clerk of the Board of Supervisors

1. Approve revised conflict of interest code for Reclamation District 784. (255-13)

E. Community Development and Services

1. Accept Woodruff Lane HES Project as complete and authorize Public Works Director to execute and record Notice of Completion. (256-13)

F. County Administrator

1. Authorize Regional Waste Management Authority grant application on the County's behalf for the Used Oil Payment Program Cycle Four Application for Fiscal Year 2013-2014 and submittal of County Administrator letter. (257-13)

G. District Attorney

1. Adopt resolution authorizing District Attorney to enter into agreements with the United States Bureau of Justice Assistance for Grant Funding and to execute required grant documents. (258-13)

H. Sheriff-Coroner

1. Authorize Budget Transfer in the total amount of \$268,360 reprogramming various funds for the Jail, Boat Patrol, Animal Care Services, and Sheriff's Auto Services to cover current and projected shortages. (259-13)

IV. **SPECIAL PRESENTATION**

- A. Receive presentation from Chinese delegation regarding agricultural trade and present resolution supporting a Friendship Community relationship with Yantai, China. (No background material) (Thirty minute estimate) (253-13)

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. County Administrator

1. Approve repayment agreement with the City of Marysville for the repayment of Property Tax Administration Fees and authorize the Chair to execute same. (Ten minute estimate) (260-13)

B. Emergency Services

1. Adopt resolution authorizing the Chairman of the Board to execute the Cooperative Fire Protection Agreement (Schedule A Contract) with California Department of Forestry and Fire Protection for dispatch services. (Ten minute estimate) (261-13)

C. Treasurer-Tax Collector

1. Adopt resolution authorizing the issuance and sale of Wheatland Union High School District Election of 2012 General Obligation Bonds, Series A, in an aggregate principal amount not to exceed \$6,000,000. (Ten minute estimate) (262-13)

VII. **CORRESPONDENCE** - (263-13)

- A. Letter from Sutter-Yuba Mental Health Services Dr. Brad Luz, enclosing Mental Health Board's Annual Year-End Report for Fiscal Year 2012-13.

- B. Notice from California Fish and Wildlife regarding new regulations for the practice of falconry.

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

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

- A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/Unrepresented and County of Yuba

X. **ADJOURN**

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

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

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

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

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

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

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

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

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

End

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End

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CONSENT
AGENDA

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The County of Yuba

Department of Administrative Services

Doug McCoy - Director



AIRPORT	741-6248
BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

(530) 749-7880
FAX (530) 749-7936

June 25, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services

SUBJECT: APPROVE BUDGET TRANSFER RELATED TO FUND 126 TO INCREASE REVENUE PROJECTED FOR MANAGEMENT SERVICES TO THE YUBA-SUTTER ENTERPRISE ZONE PROGRAM

Recommendation:

Approve budget transfer document as presented.

Background:

The Yuba-Sutter Enterprise Zone operates on fees generated by the program. The fees generated are used to manage the program for the 6-jurisdiction partners.

Discussion:

The transfer is necessary to increase projected revenues used to pay for zone management services provided by the Yuba County Airport Manager through Fund 130.

Committee Action

This item was not presented to the Public Facilities Committee as the purpose is only to adjust revenue for management of the program.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund. The Yuba-Sutter Enterprise Zone program is self-sufficient and operates on fees generated by the program.

Attachment

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

DATE 6/10/2013

COUNTY OF YUBA

RECEIVED

JUN 13 2013

AUDITOR-CONTROLLER

REQUEST FOR TRANSFER OR

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Y/S ENTERPRISE ZONE (ADMINISTRATIVE SERVICES)

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

BUDGET OR ESTIMATED REVENUE

RECEIVED

☒ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE JUN 12 2013

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

COUNTY ADMINISTRATOR

ACCOUNT NO.	NAME	AMOUNT
126-0000-371-93-00		10,000.00

ACCOUNT NO.	NAME	AMOUNT
126-9504-419-23-00		10,000.00

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: Reimburse Fund 130 for additional enterprise zone related services provided by the Airport; Fund 126 revenues are available due to increased enterprise zone activities over the anticipated budget.

APPROVED:

☒ AUDITOR-CONTROLLER

Signature

Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

Administrative Services Director

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

251-13

DEPARTMENT OF ADMINISTRATIVE SERVICES

DOUG McCOY - Director
TARA REPKA FLORES - Assistant Director



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

TO: Board of Supervisors
FROM: Doug McCoy, Director Administrative Services
SUBJECT: Approve transfer of funds from Fixed Assets to Professional Services
DATE: June 25, 2013

Recommendation

Approve transfer of \$30,000 from an I.T. Fixed asset account to I.T. Professional Services.

Background

I.T. is working on a plan for replacing much of our I.T. infrastructure. Engineering level design is required to generate the proper bill of materials for the project.

Discussion

I.T. currently has a schematic level design for replacing much of our network, server and storage infrastructure. In order to take this project forward, we will need to complete engineering level studies to develop the detailed list of equipment to be acquired.

There is funding for this in our fixed asset account, but because this design work is not tied to one specific asset, it should not be capitalized, and should be paid from a professional services account. We are requesting that you approve the transfer of funds from fixed assets to professional services for this purpose.

Committee Action

This informational presentation has been prepared for the full Board, and has not been presented to committee. It is a routine budget transfer.

Fiscal Impact

None.

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 2/25/13

REQUEST FOR TRANSFER OR

TRANSFER #

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Information Technology

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

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-1900-410-6001		\$30,000
Fixed Assets		

ACCOUNT NO.	NAME	AMOUNT
101-1900-410-2300		\$30,000
Professional Services		

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:

Pay for design of infrastructure replacement.

APPROVED:

☒ AUDITOR-CONTROLLER

Signature

Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

Asst. Director Admin Svcs.

TITLE

RECEIVED

FEB 25 2013

COUNTY OF YUBA
AUDITOR-CONTROLLER

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

AUDITOR - CONTROLLER



C. RICHARD EBERLE, CPA

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

TO: Board of Supervisors

FROM: Auditor-Controller, C Richard Eberle

SUBJECT: In Lieu of Health Insurance

DATE: June 12, 2013

Recommendation

Request the Board of Supervisors to approve the reimbursement to Departments for In Lieu of Health Insurance for the Period of January 2013 – May 2013.

Background

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

Discussion

To approve attached Budget Transfer.

Fiscal Impact:

No fiscal impact.

Attachment

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 6-11-2013

REQUEST FOR TRANSFER OR

TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT

Various Operating Funds

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

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
100-0000-372-9901	Transfer In	21,750.00
101-0000-372-9901	Transfer In	34,200.00
102-0000-372-9901	Transfer In	3,750.00
103-0000-372-9901	Transfer In	14,400.00
104-0000-372-9901	Transfer In	3,750.00
107-0000-372-9901	Transfer In	3,000.00
108-0000-372-9901	Transfer In	36,150.00

ACCOUNT NO.	NAME	AMOUNT
	See attached list	117,000.00

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT
157-0000-372-9903	Transfer Out	117,000.00

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT
	Various Operating Funds	117,000.00

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

AMOUNT				AMOUNT			
FUND	ACCOUNT	DEBIT	CREDIT	FUND	ACCOUNT	DEBIT	CREDIT
100	280 4000	21,750.00	21,750.00	107	280 4000	3,000.00	3,000.00
101	280 4000	34,200.00	34,200.00	108	280 4000	36,150.00	36,150.00
102	280 4000	3,750.00	3,750.00				
103	280 4000	14,400.00	14,400.00				
104	280 4000	3,750.00	3,750.00				

REASON FOR TRANSFER:

To transfer In Lieu of Health Insurance back to salaries for all operating departments for 5 months period ending May 31, 2013.

APPROVED:

☒ AUDITOR-CONTROLLER [Signature] 6/11/13 Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR [Signature] 6/13/13 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

**IN-LIEU OF INSURANCE FEES
FISCAL YEAR 2012-2013**

BUDGET NO/DEPT NAME EMPLOYEE NAME FUND 100	JAN PAID FED	FED PAID MAR	MAR PAID APR	APR PAID MAY	MAY PAID JUNE	JUNE PAID JULY	
100-5200-451/SOCIAL SERVICES	150.00						
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
			150.00				
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
TOTALS	1,050.00	900.00	1,050.00	900.00	900.00	0.00	4,800.00 ✓
100-5201-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
					150.00		
	150.00						
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
TOTALS	1,500.00	1,350.00	1,350.00	1,350.00	1,500.00	0.00	7,050.00 ✓
100-5202-451/SOCIAL SERVICES				150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
TOTALS	600.00	600.00	600.00	750.00	600.00	0.00	3,150.00 ✓
100-5203-451/SOCIAL SERVICES		150.00	150.00	150.00	150.00		
					150.00		
TOTALS	0.00	150.00	150.00	150.00	300.00	0.00	750.00 ✓
100-5206-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
TOTALS	450.00	450.00	450.00	450.00	450.00	0.00	2,250.00 ✓
100-5207-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	0.00	750.00 ✓
100-5208-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
TOTALS	600.00	600.00	600.00	600.00	600.00	0.00	3,000.00 ✓
FUND 100 GRAND TOTALS	4,350.00	4,200.00	4,350.00	4,350.00	4,500.00	0.00	100-5200 21,750.00 ✓
	✓	✓	✓	✓	✓		TOTAL 21,750.00 ✓
							100-5200-451-0101 21,750.00 ✓

**IN-LIEU OF INSURANCE FEES
FISCAL YEAR 2012-2013**

BUDGET NO/DEPT NAME EMPLOYEE NAME	JAN PAID FED	FED PAID MAR	MAR PAID APR	APR PAID MAY	MAY PAID JUNE	JUNE PAID JULY			
FUND 101									
101-0100-411/BOARD OF SUPERVISORS	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
TOTALS	300.00	300.00	300.00	300.00	300.00	0.00	101-0100-411-0101	1,500.00	✓
101-0200-411/CLERK-RECORDER	0.00	0.00	0.00	0.00	0.00	0.00	101-0200-411-0101	0.00	✓
101-0300-414/HUMAN RESOURCES	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
TOTALS	450.00	450.00	450.00	450.00	450.00	0.00	101-0300-414-0101	2,250.00	✓
101-0400-412/AUDITOR-CONTROLLER	0.00	0.00	0.00	0.00	0.00	0.00			
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-0400-412-0101	0.00	✓
101-500-412/TREASURER-TAX COLLECTOR	150.00	150.00	150.00	150.00	150.00				
TOTALS	150.00	150.00	150.00	150.00	150.00	0.00	101-0500-412-0101	750.00	✓
101-0600-412/ASSESSOR	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
TOTALS	450.00	450.00	450.00	450.00	300.00	0.00	101-0600-412-0101	2,100.00	✓
101-0700-413/COUNTY COUNSEL	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
TOTALS	300.00	300.00	300.00	300.00	300.00	0.00	101-0700-413-0101	1,500.00	✓
101-0800-415/ELECTIONS	150.00	150.00	150.00						
TOTALS	150.00	150.00	150.00	0.00	0.00	0.00	101-0800-415-0101	450.00	✓
101-0900-417/BUILDINGS & GROUNDS	150.00	150.00	150.00						
TOTALS	150.00	150.00	150.00	0.00	0.00	0.00	101-0900-417-0101	450.00	✓
101-0950-417/CUSTODIAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	101-0950-417-0101	0.00	✓
101-1500-410/SURVEYOR	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
TOTALS	300.00	300.00	300.00	300.00	300.00	0.00	101-1500-410-0101	1,500.00	✓
101-1600-410/COMMUNITY DEV ADMIN	150.00	150.00							
	150.00	150.00	150.00	150.00	150.00				
TOTALS	300.00	300.00	150.00	150.00	150.00	0.00	101-1600-410-0101	1,050.00	✓
101-1700-411/COUNTY ADMINISTRATOR	150.00	150.00	150.00	150.00	150.00				
TOTALS	150.00	150.00	150.00	150.00	150.00	0.00	101-1700-411-0101	750.00	✓
101-1701-411/CLERK OF THE BOARD	0.00	0.00	0.00	0.00	0.00	0.00	101-1701-411-0101	0.00	✓
101-1800-410/ADMIN SERVICES	150.00	150.00	150.00	150.00	150.00				
TOTALS	150.00	150.00	150.00	150.00	150.00	0.00	101-1800-410-0101	750.00	✓
101-1900-410/INFORMATION SERVICES	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
TOTALS	750.00	750.00	750.00	750.00	750.00	0.00	101-1900410-0101	3,750.00	✓

101-2701-422/BOAT GRANT

TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-2701-422-0101	0.00	✓
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101-3100-423/PROBATION

	150.00								
	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
TOTALS	1,350.00	1,500.00	1,350.00	1,350.00	1,350.00	0.00	101-3100-423-0101	6,900.00	✓

101-3101-423/VICTIM WITNESS

	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
TOTALS	300.00	300.00	300.00	300.00	300.00	0.00	101-3101-423-0101	1,500.00	✓

101-3117-423/CRIME PREV ACT OF 2000

	150.00	150.00	150.00	150.00	150.00				
TOTAL	150.00	150.00	150.00	150.00	150.00	0.00	101-3117-423-0101	750.00	✓

101-3400-426/AG COMMISSIONER

	0.00	0.00	0.00	0.00	0.00	0.00			
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-3400-426-0101	0.00	✓

101-3500-426/BLDG INSPECTION

	150.00	150.00	150.00	150.00	150.00				
TOTALS	150.00	150.00	150.00	150.00	150.00	0.00	101-3500-426-0101	750.00	✓

101-3600-426/CODE ENFORCEMENT

TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-3600-426-0101	0.00	✓
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101-4100-427/PUBLIC GUARDIAN

	150.00	150.00	150.00	150.00	150.00				
TOTALS	150.00	150.00	150.00	150.00	150.00	0.00	101-4100-427-0101	750.00	✓

101-4200-427/EMERGENCY SVCS

	150.00	150.00	150.00	150.00	150.00				
TOTALS	150.00	150.00	150.00	150.00	150.00	0.00	101-4200-427-0101	750.00	✓

101-4300-427/PLANNING

TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-4300-427-0101	0.00	✓
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101-4400-427/ANIMAL CONTROL

	150.00	150.00	150.00	150.00	150.00				
TOTALS	150.00	150.00	150.00	150.00	150.00	0.00	101-4400-427-0101	750.00	✓

101-4800-441/ENVIRON HEALTH

	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
TOTALS	300.00	300.00	300.00	300.00	300.00	0.00	101-4800-441-0101	1,500.00	✓

101-5800-455/BI-CO VETERANS

	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
TOTALS	300.00	300.00	300.00	300.00	300.00	0.00	101-5800-455-0101	1,500.00	✓

101-6000-462/LIBRARY

	150.00	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00				
TOTALS	300.00	300.00	300.00	300.00	300.00	0.00	101-6000-462-0101	1,500.00	✓

101-6700-456/HOUSING AUTH

	150.00	150.00	150.00	150.00	150.00				
TOTALS	150.00	150.00	150.00	150.00	150.00	0.00	101-6700-456-0101	750.00	✓

FUND 101 GRAND TOTALS	7,050.00	7,200.00	6,900.00	6,600.00	6,450.00	0.00		34,200.00	✓
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TOTAL	34,200.00	✓
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TOTAL	34,200.00	✓
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BUDGET NO/DEPT NAME EMPLOYEE NAME	JAN PAID FED	FED PAID MAR	MAR PAID APR	APR PAID MAY	MAY PAID JUNE	JUNE PAID JULY		
FUND 102								
102-9120-431/PUBLIC WORKS								
	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00			
TOTALS	750.00	750.00	750.00	750.00	750.00	0.00	3,750.00	✓
102-9130-431/PUBLIC WORKS								
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	✓
FUND 102 GRAND TOTALS	750.00	750.00	750.00	750.00	750.00	0.00	102-9100-431-0101	3,750.00 ✓
FUND 103								
103-7100-421/SUPERIOR COURT								
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00							
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
	200.00	200.00	200.00	200.00	200.00			
FUND 103 GRAND TOTALS	3,200.00	2,800.00	2,800.00	2,800.00	2,800.00	0.00	103-7100-421-0101	14,400.00 ✓
FUND 106								
106-4700-441/HEALTH DEPT								
	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00			
FUND 106 GRAND TOTALS	750.00	750.00	750.00	750.00	750.00	0.00	106-4700-441-0101	3,750.00 ✓
FUND 107								
107-2600-421/CHILD SUPPORT								
	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00			
FUND 107 GRAND TOTALS	600.00	600.00	600.00	600.00	600.00	0.00	107-2600-421-0101	3,000.00 ✓
FUND 108								
108-2500-421/DISTRICT ATTY								
	200.00	200.00	200.00	200.00	200.00			
	150.00	150.00	150.00	150.00	150.00			
	250.00	250.00	250.00	250.00	250.00			
TOTALS	600.00	600.00	600.00	600.00	450.00</			

	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00		
TOTALS	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	0.00	16,250.00 ✓
108-2890-423/JAIL (NON-SAFETY)				250.00	250.00		108-2700-422-0101 20,000.00 ✓
TOTALS	0.00	0.00	0.00	250.00	250.00	0.00	108-2900-423-0101 500.00 ✓
108-2891-423/JAIL MEDICAL							
TOTALS	150.00	150.00	150.00	150.00	150.00	0.00	108-2900-423-0101 750.00 ✓
108-2900-423/JAIL							
	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00		
TOTALS	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	0.00	7,500.00 ✓
108-3000-423/JUVENILE HALL							108-2900-423-0101 8,750.00
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00					
TOTALS	750.00	750.00	600.00	600.00	600.00	0.00	108-3000-423-0101 3,300.00 ✓
108-7400-421/SHERIFF-BAILIFFS							
TOTALS	250.00	250.00	250.00	250.00	250.00	0.00	108-7400-421-0101 1,250.00 ✓
FUND 108 GRAND TOTALS	7,000.00	7,250.00	7,100.00	7,600.00	7,200.00	0.00	36,150.00 4
FUND 110							
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	110-5500-451-0101 0.00 ✓
FUND 110 GRAND TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FUND 130							
130-9500-432/AIRPORT ENTERPRISE							
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00 ✓
FUND 130 GRAND TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	130-9500-432-0101 0.00
	12,300.00	12,150.00	12,000.00	12,500.00	12,100.00	0.00	TOTAL 61,050.00 ✓
GRAND TOTALS							
ALL FUNDS	23,700.00 ✓	23,550.00 ✓	23,250.00 ✓	23,450.00 ✓	23,050.00 ✓	0.00	117,000.00 ✓ 117,000.00 ✓

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

**RESOLUTION SUPPORTING ORIGINATION OF)
A FRIENDSHIP COMMUNITY RELATIONSHIP)
WITH YANTAI, CHINA)**

RESOLUTION NO. _____

WHEREAS, over the years Yuba County has enjoyed economic relationships with communities in China and more recently with Yantai in the Shandong province of China; and

WHEREAS, Yuba County has increasingly found great benefit in this relationship, including participation in the opening of CNE Trade and Exhibition Center in Yantai in June 2012 through products such as area wines, olive oils, honey, fruits, many other agriculture-related items, and manufacturing opportunities; and

WHEREAS, delegations from both the Yuba-Sutter region of northern California and Yantai, China have had the opportunity to cross the Pacific Ocean and visit community leaders to earnestly discuss the great opportunities that can grow out of strong relationships between the two communities; and

WHEREAS, such cross-cultural and cross-economical relationships tend to foster understanding between different people and strengthen communities, while opening avenues through the exchange of cultural, educational, and economic ideas; and

WHEREAS, true growth in the economies of our communities and the relationships of our residents will flourish, as long as we establish a strong friendship that creates the basis to appreciate each personal and business connection we make.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby supports origination of a Friendship Community Relationship with Yantai, Shandong province of China, for the mutual benefit of our residents and businesses.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 25th day of June 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES





Scotia Holmes Sanchez, Ed.D.
Superintendent

935 14th Street
Marysville, CA 95901
Telephone: 530-749-4900
Fax: 530-741-6500
RECEIVED BY WWW.yuba.net
BOARD MEMBER

Board of Supervisors
Yuba County
915 8th Street, Suite 109
Marysville, CA
June 14, 2013

RECEIVED

JUN 17 2013

Clerk/Board of Supervisors
cc CAO & Admin Svcs.

Dear Chairman Vasquez and Board Members,

Yuba County Office of Education currently has a Memorandum of Understanding with the Board of Supervisors, dated 2009, for the use and care of the 4H Camp Property in Dobbins. We have endeavored to improve the property for educational and recreational purposes by rebuilding the outdoor stage, updating the kitchen, installing a handicap ramp/railing for the dining area and improving the recreational space with a ping pong area, volleyball court, and horse-shoes pit. At the same time we have experienced some difficulty in achieving successful program implementation.

We have appreciated the collaboration and dedication of Yuba County staff as well as the Yuba County Office of Education employees in working on this project. It is through no fault of either party that we were unable to overcome the problems and costs incurred during our use and care of the property. It is, therefore, with mixed feelings that we give notice of termination to Yuba County Board of Supervisors and respectfully request to end our agreement to operate and maintain the 4H Camp on October 15, 2013.

We appreciate the continued support of Yuba County as we remain in full contract and use of the property until the date noted. It is our expectation that we will fulfill obligations through October 15, 2013, including any and all "winterization" that needs to occur prior to closing the camp for the end of the season.

Sincerely,

Scotia Holmes Sanchez, Ed.D.
Superintendent Yuba County Office of Education

cc: Robert Bendorf, County Administrator

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The County of Yuba


Clerk of the Board of Supervisors



255-13

June 25, 2013

TO: Board of Supervisors

FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors 

SUBJECT: Conflict of Interest Code approval for Reclamation District 784 (RD 784)

Recommendation

Approve revised Conflict of Interest Code for Reclamation District 784 (RD 784).

Background and Discussion

Government Code section 87300 et seq. requires each local agency to keep a conflict of interest code which must be reviewed during each even numbered year and updated to reflect changes that occur within the organization. This office has received the revised code from Reclamation District 784 (RD 784). An agency's code is not effective until after approval of the code reviewing body. The Board of Supervisors is the reviewing body for local agencies with boundaries in Yuba County.

The attached code has been reviewed by Counsel for legal sufficiency and is submitted for your approval.

Committee Action

Brought directly to Board for approval as this is a routine and recurring matter every two years mandated by the State.

Fiscal Impact

No additional impact to General Fund.

Attachment



Yuba County, California

June 4, 2013

Donna Stottlemeyer
Yuba County Clerk of the Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

RECEIVED

JUN 4 2013

Clerk/Board of Supervisors

RE: Conflict of Interest Code

Dear Ms. Stottlemeyer,

I have enclosed the newly adopted Conflict of Interest Code Resolution with the attached Appendices containing the Disclosure Categories and Designated Positions. Please let me know if this is sufficient.

Sincerely,

A handwritten signature in black ink that reads 'Kimberly Ford'. The signature is written in a cursive, flowing style.

Kimberly Ford, Office Manager
Reclamation District 784
1594 Broadway Street
Arboga, CA 95961
Office-530-742-0520
Fax-530-742-3021
kim@rd784.org

RESOLUTION NO 2013-06-01

RESOLUTION OF THE BOARD OF TRUSTEES, RECLAMATION DISTRICT NO. 784
CONFLICT OF INTEREST CODE

At regular meeting of the Board of Trustees of the Reclamation District No. 784 held on the 4th day of June, 2013.

WHEREAS, Government Code Sections 873000 et seq. require each local agency to adopt and promulgate a Conflict of Interest Code and to periodically update the code to reflect changes that occur within the organization.

WHEREAS, an agency's conflict of interest code is not effective until after approval by the code reviewing body; and

WHEREAS, the Yuba County Board of Supervisors is the code reviewing body for local agencies whose boundaries are within the County of Yuba; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The terms of title 2 of the California Code of Regulations, Section 18730 Commission, along with attached Appendices in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Codes of the employees set forth in the Appendices.
2. Pursuant to Section 4 of the Code, all designated employees shall file their statements with the Secretary of the Board of Trustees, hereby delegates the authority to carry out the duties of filing officer.

I HEREBY CERTIFY that the foregoing Resolution was introduced at a public meeting of the District's Board of Trustees, duly held on the 4th of June, 2013 by Trustee Dave Gothrow which motion was seconded by Trustee Joe Danna and was approved and enacted by the Board of Trustees on this same date by following vote:

AYES: 4
NOES: 0
ABSENT: 1
ABSTAINED: 0

WITNESS my hand this 4th day of June, 2013.

Rick Brown
Rick Brown, President of Board of Trustees

ATTEST: Steve Fordice
Secretary of the Board of Trustees

Steven L Fordice

Approved as to form:
Carl R. Lindmark, District Counsel

Carl R Lindmark

**CONFLICT OF INTEREST CODE FOR
THE RECLAMATION DISTRICT 784
(2013)**

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of regulations, Section 18730, which contains the terms of a standard conflict of interest code. The regulation can be incorporated by reference and may be amended by the Fair Political Practices Commission, after public notice hearings, to conform to amendments to the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, Section 18730, and any amendments thereto duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the attached Appendices in which officers, employees and consultants are designated and disclosure categories are set forth, constitute the conflict of interest code of the Reclamation District 784.

Recognizing that different positions have different levels of power and responsibility, this Conflict of Interest Code establishes categories of disclosure to which positions are assigned based on the scope of their decision making authority. Positions with no significant decision making responsibility are classified as exempt and are not required to file statements under this Code.

The job titles of the officers, employees, and consultants of this governmental entity and the categories to which they are assigned are set forth in **Appendix A** attached hereto and incorporated herein by reference. The specific disclosure and reporting requirements of each category are set forth in **Appendix B** attached hereto and incorporated herein by reference.

Consultants are also subject to the disclosure requirements of this conflict of interest code if they are in a position to make decisions or influence decisions that could have an effect on their financial interest.

Designated employees shall file statements of economic interest with the Reclamation District 784 Board Secretary before April first of each year. The Reclamation District 784 Board Secretary shall make the statements available for public inspection and reproduction when appropriate pursuant to Government Code Section 81008.

In any event, all District trustees, employees and agents are disqualified and shall not make, participate in making or in any way attempt to use his or her official position to influence the making of any governmental decisions which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, upon such trustee, employee or agent, or a member of his or her immediate family.

A copy of the California Code of Regulations shall be available for review at the Yuba County Library.

APPENDIX A

<u>Designated Positions</u>	<u>Assigned Disclosure Categories</u>
Board Trustee	(1)
General Manager	(1)
Secretary of the Board	(2)
Asst. Secretary of the Board	(2)
Field Superintendent	(1)
District Engineer	(1)
District Counsel	(2)

APPENDIX B

DISCLOSURE CATEGORIES

**Disclosure
Category**

- (1) All investments and business positions in business entities, sources of income and interests in real property within the Reclamation District 784 and within two miles of the exterior boundaries of Reclamation District 784.

- (2) Investments and business positions in business entities, and sources of income from entities providing supplies, services, equipment or machinery of the type used in the designated employee's department.

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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



BUILD 256-13
749-5440 • Fax

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

June 25, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Accept Woodruff Land HES Project as Complete and Authorize the Public Works Director to Sign and Record the Notice of Completion

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors accept the project as complete and authorize the Public Works Director to sign and record the Notice of Completion.

BACKGROUND:

R & R Horn was awarded the contract for the Woodruff Lane HES Project in the amount of \$447,782.00 on August 14, 2012. Actual construction cost was \$494,125.08. The majority cost for the change orders were due to unstable subgrade. The project consisted of realigning a substandard curve to meet current design standards and widening the roadway at the two narrow bridges by replacing them with culverts. The project also included new irrigation culverts to accommodate the realigned curve.

DISCUSSION:

The Contractor has completed the work. Once the Board accepts the project as complete the Public Works Department will file a Notice of Completion with the Yuba County Recorder.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the Public Works Budget, and the request is routine in nature.

FISCAL IMPACT:

Federal safety funding was used for 90% of the project with a local match from the Road Fund of 10%.

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The County of Yuba

Office of the County Administrator

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

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

TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator 

SUBJECT: Regional Waste Management Authority Grant Application/Used Oil Payment Program (OPP) Cycle Four Application for Fiscal Year 2013/14

DATE: June 25, 2013

Recommended Action:

Staff recommends Board of Supervisors authorization of a Regional Waste Management Authority (RWMA) grant application to the California Department of Resources Recycling and Recovery (CalRecycle) on the County's behalf for the Used Oil Payment Program for FY 2013/2014, by approving submittal of the County Administrator's letter.

Background and Discussion:

The Regional Waste Management Authority (RWMA) is preparing an application to the California Department of Resources Recycling and Recovery (CalRecycle) for the Used Oil Payment Program for FY 2013/14. The grant application is due by June 27, 2013, and the letters of authorization and RWMA resolution are due by July 1, 2013. The total grant funding for FY 2012/13 for the six RWMA member jurisdictions was \$59,995 and the total grant funding for FY 2013/14 is expected to be a similar amount. The final grant funding amount will be provided by CalRecycle when the payments are distributed.

The grant funds will be used to continue ongoing programs, including, but not limited to the following:

- Public education and information programs related to used oil and oil filter recycling with an updated campaign based on materials being developed and designed by CalRecycle.
- Support of the English as a Second Language (ESL) teacher training program based on the number of teachers that participate.
- Used oil and oil filter collection and recycling costs at the Yuba-Sutter Household Hazardous Waste Facility and at the Marysville Material Recovery Facility (MRF)/Transfer Station.
- Load checking costs at the Marysville MRF/Transfer Station.
- Administrative costs.

The payment program application is being submitted as a regional program under the authority of the RWMA Joint Powers Agreement. CalRecycle requires authorization for the RWMA to act on behalf of each of the member jurisdictions. The authorization can be in the form of a letter signed by the County Administrator.

Committee Recommendation:

Due to the routine nature of this action, it was not presented at the committee level.

Fiscal

There are no known costs to the County for these grant funds.

DRAFT

June 25, 2013

Keith Martin, Administrator
Regional Waste Management Authority
2100 B Street
Marysville, CA 95901

**Re: Authorization Letter for Used Oil Payment Program Cycle 4 Application for
Fiscal Year 2013/2014**

Dear Mr. Martin:

As County Administrator of the County of Yuba, I am authorized to contractually bind the County of Yuba and hereby authorize the Regional Waste Management Authority to submit a regional Used Oil Payment Program (OPP) application and act as Lead Agency on behalf of the County of Yuba. The Regional Waste Management Authority designated as the Regional Lead, is hereby authorized and empowered to execute all documents necessary to implement and secure payment and administer the Used Oil Payment Programs on behalf of the County of Yuba as a Regional Participant.

Sincerely,

Robert Bendorf
County Administrator

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The County of Yuba

OFFICE OF THE DISTRICT ATTORNEY



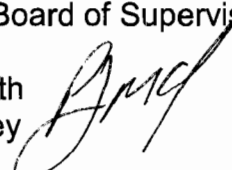
258-13

PATRICK McGRATH
DISTRICT ATTORNEY

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

DATE: June 6, 2013

TO: Yuba County Board of Supervisors

FROM: Patrick McGrath
District Attorney 

SUBJECT: Authorize the District Attorney to act as the signing authority on behalf of the Board of Supervisors and execute Grant Award Agreements for funding under the federal Justice Assistance Grant program made available through the United States Bureau of Justice Assistance.

RECOMMENDATION: Recommend that the Board adopt a Resolution authorizing the District Attorney to act as the signing authority to execute grant award documents to receive continuation funding made available through the Justice Assistance Grant program administered through the United States Bureau of Justice Assistance (BJA).

BACKGROUND: On May 30th, the BJA announced it was extending criminal justice funding to Yuba County for FY 13/14 in the amount of \$14,692 through the Justice Assistance Grant program. JAG funding has previously been approved in FY 09/10, 10/11, 11/12, and 12/13. The proposed Resolution will authorize the District Attorney to submit the proposal by the July 9th deadline and sign grant-related documents after the application has received final approval from the federal Bureau of Justice Assistance.

DISCUSSION: The award of JAG funding will provide revenue to minimize further staff and service reductions in FY 13/14.

FISCAL IMPACT: Receipt of the funding will provide needed revenue and have no general fund impact for FY 13/14.

COMMITTEE ACTION: This item is the extension of a previously approved funding application and due to time constraints imposed under the federal grant guidelines was not taken to the Law and Justice Committee.

Attachment

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Yuba County JAG Funding Application
CFDA number 16.738
GMS Application number: 2013-H4346-CA-DJ
DUNS # 962893546
CCR CAGE #61P14

Grant Project Period 10-1-13 through 6-30-14

ABSTRACT – Attachment 1

Yuba County, through the Office of the District Attorney, is submitting the “District Attorney Child Abuser Prosecution Project” for funding consideration. The Project period is October 1, 2013 through June 30, 2014. The goal of the Project is to supplement existing funds appropriated for the personnel and benefit costs of one FTE Deputy District Attorney III assigned to the prosecution of felony child physical and sexual abuse cases. The total budget for the Project is \$14,692 of JAG funding, which will be expended in one quarter (10/1/13 – 12/31/13) of operations over the Project period. Project strategies and performance measures include: 1) a significantly reduced prosecutor caseload; 2) the use of vertical prosecution methods; and 3) achieving case completions within one year.

Project Identifiers: Prosecution;
Child Abuse

Yuba County JAG Funding Application
CFDA number 16.738
GMS Application number: 2013-H4346-CA-DJ
DUNS #962893546
CCR CAGE #61P14

Grant Project Period 10-1-13 through 6-30-14

PROGRAM NARRATIVE – Attachment 2

1. The Proposed use of JAG funds

Yuba County, California, is eligible to receive \$14,692 of FY 2013 JAG funding. The applicant on behalf of the County is the Yuba County District Attorney's office. The proposed Project will apply JAG funding to supplement county monies provided to the Yuba County District Attorney's office for continuation funding of a Child Abuser Vertical Prosecution Project during the 2013/2014 state fiscal year (July 1, 2013, through June 30, 2014). State funding which previously supported the Project will not be appropriated in FY 13/14. The entire JAG funding allocation will be applied to a portion of the salary costs of one FTE Deputy District Attorney III assigned to the project with the responsibility to vertically prosecute child sexual and physical abuse cases.

Yuba County law enforcement agencies, including this office, the Sheriff's Department, and the Probation Department, support the proposed use of JAG funds to address the problem described below.

2. Problem Statement – Presentation of Circumstances Related to the Proposed Project

▪ Background

Yuba County, with a county seat of Marysville, has an approximate population of 72,000 and encompasses 654 square miles of farmland and remote foothills. The county is rural with agricultural production constituting a significant portion of the economic base. Historically, Yuba County has been characterized by significant economic and social deprivation marked by low per capita income (with 16% to 19% living below the poverty line), extremely high unemployment

rates (currently 17%) and public assistance rates, and a crime rate profile that has historically ranked the county within the top 20% of small California counties relative to the California Crime Index.

In 1995 the District Attorney's office implemented a Child Abuser Vertical Prosecution Project using a comprehensive and integrated approach to the prosecution, investigation, and provision of victim services to child physical and sexual abuse cases. The Project was financially supported through State of California grant funding until the previous fiscal year, at which time the funding was discontinued. The office intends to continue the program by replacing state funding with a combination of local and JAG monies.

Operationally, program personnel consist of one Deputy District Attorney, one DA Investigator, and one Victim Advocate. Program personnel have direct responsibility to work with all referring local law enforcement agencies serving Yuba County as well as Children's Protective Services to insure that investigative standards are followed and investigative tools or techniques most useful to program cases are utilized. The program prosecutor has prosecution responsibility over all eligible cases - including pre-filing investigative consultation with law enforcement and CPS, and case charging. Decisions to deny charging a case are based on the written policies of the Office and focus on evidentiary sufficiency and witness credibility. In addition, the DA Investigator acts as the interagency coordinator of all child interviews through the use of the Yuba County Multi-Disciplinary Interview Team.

The program goals are to use vertical prosecution methods, assign a significantly reduced caseload for the program prosecutor as compared to standard prosecution caseloads, and achieve case completion within one year.

- **Funding coordination**

As indicated previously, state funding which supported the program has been discontinued. Continuation of the program will require a combination of local funding and JAG

funding. Accordingly, JAG funding which augments local monies will continue to serve as a critical resource for the continuation of the program over the 2013/2014 grant year.

Specifically, the JAG grant funding of \$14,692 will support a portion of the salary costs of the assigned program prosecutor over three months (the period of October 1, 2013, through December 31, 2013) of the grant year.

3. Project Performance Measures

Project Performance Measure #1 – Significantly Reduced Prosecutor Caseload

The estimated number of cases to be reviewed by the program prosecutor is 30.

The estimated number of cases filed and prosecuted by the program prosecutor is 20.

Budget related staffing reductions have decreased the number of prosecutors in the office from 12 to 9. Consequently, the “Report to Prosecutor” ratio in CY 2012 was 440:1 and the “Case to Prosecutor” ratio in CY 2012 was 298:1. The caseload comparison demonstrates that the program prosecutor will have a significantly reduced caseload.

Project Performance Measure #2 - Vertical Prosecution

Prosecute 85% of defendants using True Vertical Prosecution.

It is projected that the CAVP Project will use true vertical prosecution in 85% of the cases prosecuted over the course of the grant year. The number of projected cases allows the prosecutor to coordinate attendance at all court appearances and the existing court calendaring system is structured to set particular hearings or motion proceedings on specified days. Training or personal leave will be flexible and coordinated to court appearances.

Project Performance Measure #3 – Achieve Case Completion Within 1 Year **Complete 75% of program cases within one year.**

Yuba County JAG Funding Application
CFDA number 16.738
GMS Application number: 2013-H4346-CA-DJ
DUNS #962893546
CCR CAGE #61P14

Grant Project Period 10-1-13 through 6-30-14

BUDGET and BUDGET NARRATIVE – Attachment 3

The fiscal agent administering the financial and programmatic requirements of the grant will be the Yuba County District Attorney's Office. The total budget for this proposed project is \$14,692. The Project period is October 1, 2013 through June 30, 2014. All funds will be applied towards 70% of the personnel costs (salary only, no benefits) of one FTE Deputy District Attorney III during one quarter (10/1/13 – 12/31/13) of the Project year. No grant funds will be used for administrative or overhead expenses.

JAG funds totaling \$14,692 will be allocated in state fiscal year 2013/2014 as follows:

<u>A. Personnel</u>	<u>JAG funds</u>	<u>Total</u>
<u>Deputy District Attorney III</u>		
<u>Salary</u>		
Full time \$9,557/mo @ 70%		
\$6,690/mo x 3 mos		
October 2013 through December 2013	\$ 14,692	\$ 14,692

BUDGET SUMMARY

<u>Budget Category</u>	<u>Amount</u>
A. Personnel	\$14,692
B. Fringe Benefits	\$ 0
C. Travel	\$ 0

D. Equipment	\$ 0
E. Supplies	\$ 0
F. Consultants/Contracts	\$ 0
G. Other	\$ 0
Total Direct Costs	\$14,692
H. Indirect Costs	\$ 0
TOTAL PROJECT COSTS	\$14,692
Federal Request	\$14,692

Yuba County JAG Funding Application
CFDA number 16.738
GMS Application number: 2013-H4346-CA-DJ
DUNS #962893546
CCR CAGE #61P14

Grant Project Period 10-1-13 through 6-30-14

REVIEW NARRATIVE – Attachment 4

The Yuba County District Attorney's Office made its FY 2013 JAG application available to the Yuba County Board of Supervisors for its review and comment during a public hearing conducted on June 25th, 2013.

The Yuba County District Attorney's Office made its FY 2013 JAG application available for citizens to comment prior to application submission by providing public notice of the June 25th Board of Supervisors meeting. The public notice was posted both physically and electronically. The background, scope, and fiscal impact of the proposed application were included in the notice for public review, and the application was also available for review.

Yuba County JAG Funding Application
CFDA number 16.738
GMS Application number: 2013-H4346-CA-DJ
DUNS #962893546
CCR CAGE #61P14

Grant Project Period 10-1-13 through 6-30-14

DISCLOSURE OF PENDING APPLICATIONS – Attachment 5

The County of Yuba, California, and the Yuba County District Attorney's Office does not have pending applications submitted within the last 12 months for federally funded assistance that includes requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

BEFORE THE BOARD OF SUPERVISORS

OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE DISTRICT)	
ATTORNEY OF YUBA COUNTY TO ENTER)	
INTO AGREEMENTS WITH THE UNITED STATES)		
BUREAU OF JUSTICE ASSISTANCE FOR GRANT)		
FUNDING AND ACT AS THE SIGNING)	RESOLUTION NO.
AUTHORITY ON BEHALF OF THE COUNTY OF)	
YUBA TO EXECUTE REQUIRED GRANT)	
DOCUMENTS)	
_____)	_____

WHEREAS the Yuba County Board of Supervisors desires to undertake a certain project designated as the District Attorney Personnel Retention Project to be funded from funds made available through the Edward Byrne Memorial Justice Assistance Grant Program administered through the United States Bureau of Justice Assistance (hereafter referred to as BJA); and

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of Yuba County is authorized, on its behalf to submit the District Attorney Child Abuser Prosecution Project proposal to the United States Bureau of Justice Assistance and is authorized to sign and approve on behalf of the Yuba County Board of Supervisors the Grant Award Agreements over the grant award period beginning October 1, 2013 and ending September 30, 2015,

including any extensions or amendments thereof upon the review and approval of the County Counsel.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

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:

Andy Vasquez
CHAIRMAN

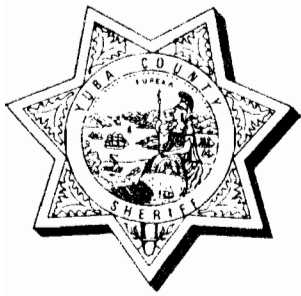
ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM



ANGIL MORRIS-JONES
COUNTY COUNSEL



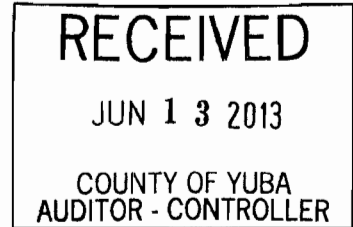
Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

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



JUNE 25, 2013



TO: YUBA COUNTY BOARD OF SUPERVISOR'S

FR: STEVEN L. DURFOR, SHERIFF-CORONER 

RE: YEAR-END BUDGET REPROGRAMMING

RECOMMENDATION:

Approve the reprogramming of various Sheriff's Department funds as outlined on the attached budget transfer forms for the Jail, Boat Patrol, Animal Care Services, and the Sheriff's Auto Service Fund.

BACKGROUND:

The budget reprogramming is requested to cover current and projected shortages within various expenditure lines in the Sheriff's Department Budgets for FY 2012-13.

DISCUSSION:

These reprogramming actions are relatively small and routine. The year-end transfer of funds will reconcile the Sheriff's budget appropriations with the actual year end expenditures. The appropriate budget transfer forms are attached.

FISCAL IMPACT:

The reprogramming requests will come from currently budgeted funds, and have no impact on the General Fund Contribution.

COMMITTEE ACTION:

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

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT
DATE June 11, 2013

JUN 13 2013

COUNTY OF YUBA

COUNTY OF YUBA

AUDITOR-CONTROLLER

REQUEST FOR TRANSFER OR

TRANSFER #

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff-Coroner

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

BUDGET OR ESTIMATED REVENUE

JUN 12 2013

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED COUNTY ADMINISTRATOR

ACCOUNT NO.	NAME	AMOUNT
108-2700-422-01-03	Overtime	4,500
108-2700-422-01-01	Salaries	49,933
108-2700-422-02-02	PERS	10,000
108-2700-422-02-04	Health	4,500
108-2700-422-17-00	Maint. Equip.	4,000

ACCOUNT NO.	NAME	AMOUNT
108-2700-422-11-00	Clothing	3,500
108-2700-422-01-07	Vacation	22,000
108-2700-422-02-09	Retiree Health	1,600
108-2700-422-12-00	Communications	2,500
108-2700-422-23-00	Prof. Services	20,000
108-2700-422-23-01	Autopsies	7,000
108-2700-422-90-00	Reimbursements	16,333

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

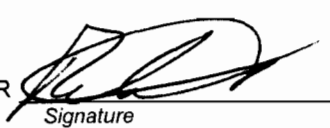
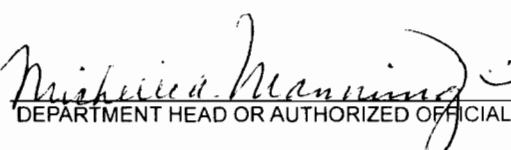
GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)


FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Year end adjustments/clean up: Reprogram funds to cover current/projected shortages in the Sheriff's Budget, including vacation payout for retirees.

APPROVED:

☒ AUDITOR-CONTROLLER  6/13/13 Signature  DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR  6/12/13 Signature Sheriff's Financial Manager 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

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT
DATE June 11, 2013

COUNTY OF YUBA

REQUEST FOR TRANSFER

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff-Jail Division

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

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☒ APPROPRIATION DECREASED

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-28-02	Commissary	5,000
108-2900-423-01-01	Salaries	75,922
108-2900-423-27-01	Safety Equip.	9,000
108-2900-423-12-00	Communication	500

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-28-03	IWF Misc	5,000
108-2900-423-11-01	Irrate Clothing	12,000
108-2900-423-14-00	Household	20,000
108-2900-423-18-00	Maint. Bldg.	20,000
108-2900-423-28-00	Special Dept.	12,000
108-2900-423-30-00	Utilities	500
108-2900-423-53-01	A87 Charges	922
108-2900-423-90-00	Reimbursements	20,000

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Year end clean up/adjustments: Reprogram funds to cover current/projected shortages in the jail budget, including vacation payout for retiree.

APPROVED:

☒ AUDITOR-CONTROLLER

Signature

Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

Sheriff's Financial Manager

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

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT
DATE June 11, 2013

RECEIVED

JUN 13 2013

COUNTY OF YUBA

COUNTY OF YUBA

AUDITOR-CONTROLLER

REQUEST FOR TRANSFER OR

AUDITOR - CONTROLLER #

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff-Animal Care Services

RECEIVED

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

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-4400-427-01-01	Salaries	4,000
101-4400-427-01-03	Extra Help	2,000
101-4400-427-01-04	Overtime	3,900
101-4400-427-02-02	PERS	500
101-4400-427-02-04	Health	3,000
101-4400-427-12-00	Communication	1,200
101-4400-427-14-00	Household	2,755

ACCOUNT NO.	NAME	AMOUNT
101-4400-427-02-03	COPST	35
101-4400-427-02-05	Medicare	200
101-4400-427-02-09	Retiree Health	120
101-4400-427-17-00	Maint. Equip.	200
101-4400-427-28-00	Special Dept.	10,000
101-4400-427-22-00	Office Exp.	1,400
101-4400-427-30-00	Utilities	1,400
101-4400-427-23-00	Prof. Services	4,000

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:

Year end adjustments/clean-up: Reprogram funds to cover current/projected shortages in the Animal Care Services budget.

APPROVED:

☒ AUDITOR-CONTROLLER

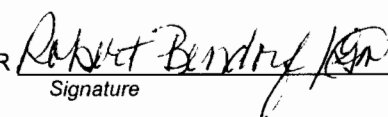

Signature

6/13/13
Date

Signature


DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR


Signature

6/12/13
Date

Sheriff's Financial Manager

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

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT
DATE June 11, 2013

RECEIVED

JUN 13 2013

COUNTY OF YUBA

AUDITOR-CONTROLLER

REQUEST FOR TRANSFER OR

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff-Boat Patrol

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

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

JUN 12 2013

COUNTY ADMINISTRATOR

ACCOUNT NO. NAME AMOUNT

~~101-2701-422-01-01 Salaries 550~~

* 101-2701-422-01-04 Overtime ~~500~~ 1450

ACCOUNT NO. NAME AMOUNT

101-2701-422-02-05 Medicare 350

101-2701-422-28-00 Special Dept. 800

* 101-2701-422-02-02 PERS 300

* Revised per M. Manning 6/13/13

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:

Year end adjustments: Reprogram funds to cover current/projected shortages within the Boat budget.

APPROVED:

☒ AUDITOR-CONTROLLER

[Signature]
Signature

6/13/13
Date

Signature

[Signature]
DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

[Signature]
Signature

6/13/13
Date

Sheriff's Financial Manager

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

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT
DATE June 11, 2013

RECEIVED

JUN 13 2013

COUNTY OF YUBA

AUDITOR-CONTROLLER

REQUEST FOR TRANSFER

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff-Jail Division

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

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-02-02	PERS	10,000
108-2900-423-02-04	Health	2,400
108-2900-423-01-01	Salaries	17,200 - 15,200

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-01-03	Extra Help	6,400
108-2900-423-01-05	Holiday	5,000
108-2900-423-01-07	Vacation	11,200
108-2900-423-01-11	Reserves	3,100
108-2900-423-02-09	Retiree Health	3,900

FUND TRANSFERS

OPERATING TRANSFERS OUT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Year end clean up: Reprogram funds to cover current/projected shortages in Jail budget, including vacation payout for retirees.

APPROVED:

☒ AUDITOR-CONTROLLER

Signature

Date

Signature
DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

Sheriff's Financial Manager
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

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT
DATE June 11, 2013

COUNTY OF YUBA

REQUEST FOR TRANSFER OR

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff-Jail Division

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

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASE

☐ APPROPRIATION DECREASED

☐ ESTIMATED REVENUE DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-0000-371-87-03		66,500

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-23-00	Prof. Services	60,000
108-2900-423-19-00	Nurses/Medical	6,000
108-2900-423-11-00	Clothing	500

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:

Year end adjustments: Increase Jail Bed Revenue to cover current/projected shortages for inmate care in the jail, including medical and nursing costs.

APPROVED:

☒ AUDITOR-CONTROLLER

[Signature]
Signature

6/13/13
Date

[Signature]
Signature
DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

[Signature]
Signature

6/12/13
Date

Sheriff's Financial Manager
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

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT
DATE June 11, 2013

RECEIVED

JUN 13 2013

COUNTY OF YUBA

AUDITOR-CONTROLLER

REQUEST FOR TRANSFER OR

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff-Auto Services Fund

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

RECEIVED

JUN 12 2013

☒ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO. NAME AMOUNT

151-9400-410-90-00	Reimbursements	20,000

ACCOUNT NO. NAME AMOUNT

151-9400-410-17-00	Maintenance	20,000

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO. NAME AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO. NAME AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

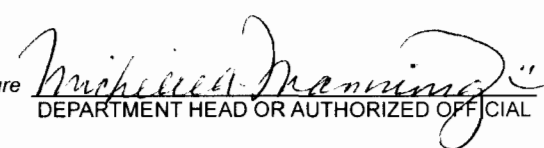
Year end adjustments: Reprogram funds to cover shortage in fuel/maintenance costs/ offset by increase in reimbursements.

APPROVED:

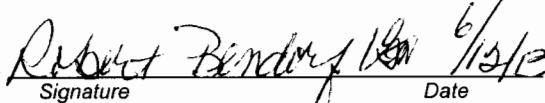
☒ AUDITOR-CONTROLLER


Signature

6/13/13
Date


Signature
DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR


Signature

6/13/13
Date

Sheriff's Financial Manager

TITLE

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

AUDITOR - CONTROLLER

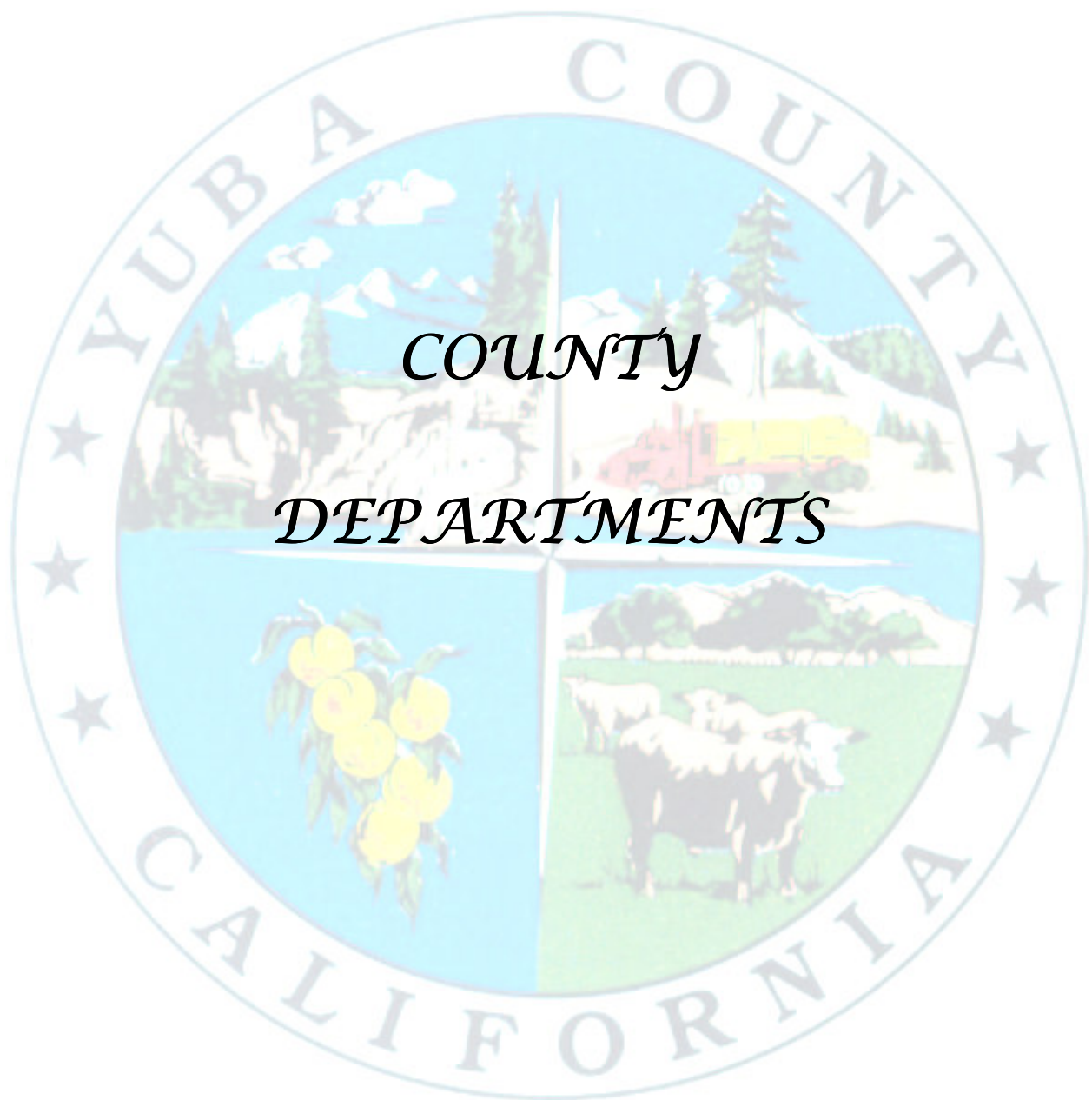
Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date



COUNTY
DEPARTMENTS

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The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Repayment of Property Tax Administration Fees owed to the City of Marysville
DATE: June 25, 2013

RECOMMENDATION

It is recommended that the Board of Supervisor approve the attached repayment agreement to the City of Marysville for the repayment of Property Tax Administration Fees.

BACKGROUND

In November 2012, the California Supreme Court ruled in the City of Alhambra vs. Los Angeles County case. The case involved property tax administration fees charged to the City of Alhambra and collected by Los Angeles County for a period of several years, following the beginning of the "Triple-Flip" formula involving property tax, vehicle license fees and sales tax mandated by the State of California.

The Court ruled in favor of the City of Alhambra, thus impacting cities and counties in California. The ruling, in essence, stated the property tax revenue that was diverted from the Education Revenue Augmentation Fund (ERAF) in support of the VLF swap and Triple Flip should be not counted as property tax for purposes of calculating the Property Tax Administrative Fee charged by the Auditor-Controller to cities.

Per calculations performed by the Auditor-Controller, the County owes the City of Marysville \$419,664 in PTAF fees.

On a related issue of repayment, in December 2010, the County and the Yuba County Superior Court received a five year audit report (FY 2004-2005 through FY 2008-2009) on traffic fines and fees collected in Yuba County regarding how the fines and fees were calculated and dispersed by the Superior Court. In summary, the State of California, City of Wheatland and the City of Marysville owed funds to the County. The State and City of Wheatland, shortly after the final audit was drafted in 2011, corrected the over-remittance received and provided the funds to the County.

Due to the large amount owed by the City of Marysville and in the face of difficult economic circumstances, the Board of Supervisors approved the City of Marysville's request to have the amount owed, \$222,000, paid back to the County monthly, over a period of ten years. This was memorialized in an agreement and approved by the Board of Supervisors on February 28, 2012. Since the time the agreement was approved, monthly payments have been received and the current outstanding balance owed to the County is \$ 185,321.68.

DISCUSSION

The amount still owed to the County as referenced above will be used to offset the amount owed to the City of Marysville for the Property Tax Administration Fees. Staff from the City of Marysville will be bringing forward the same amendment for approval by the City Council.

The net result is an amount owed by the County to the City of Marysville of \$ 234,342.32. Staff members from the City of Marysville and the County have met to discuss the issue. Staff is recommending the Board of Supervisors adopt the repayment agreement that is attached. Primary elements of the repayment agreement are as follows;

- Repayment period is ten years.
- Repayment will begin in FY 2013-2014.
- Repayment will be in annual installments to the City of Marysville beginning no later than the month of December each year.
- No interest will be charged on the amount owed.

FISCAL IMPACT

The General Fund is impacted by two related issues:

1. The amount owed to the City of Marysville for previous years, \$ 234,342, and
2. Applying the appropriate Property Tax Administration Fee methodology for the City of Marysville and the City of Wheatland beginning in FY 2013-2014 is approximately \$83,000 annually.

PTAF Owed to Marysville		Amount Owed / Balance
BEGINNING BALANCE		\$234,342.32
December 31, 2013 Payment	\$23,434.20	\$210,908.12
December 31, 2014 Payment	\$23,434.20	\$187,473.92
December 31, 2015 Payment	\$23,434.20	\$164,039.72
December 31, 2016 Payment	\$23,434.20	\$140,605.52
December 31, 2017 Payment	\$23,434.20	\$117,171.32
December 31, 2018 Payment	\$23,434.20	\$93,737.12
December 31, 2019 Payment	\$23,434.20	\$70,302.92
December 31, 2020 Payment	\$23,434.20	\$46,868.72
December 31, 2021 Payment	\$23,434.20	\$23,434.52
December 31, 2022 Payment	\$23,434.52	(\$0.00)

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REPAYMENT AGREEMENT BETWEEN THE COUNTY OF YUBA AND THE CITY OF MARYSVILLE

This Agreement is hereby made and entered into by and between the COUNTY OF YUBA (hereinafter referred to as "COUNTY") and the CITY OF MARYSVILLE (hereinafter referred to as "CITY").

A. The Property Tax Administration Fee (PTAF) Issue: By statute, counties are responsible for the administration of local property taxes by assessing and collecting them and then disbursing the revenue to the various cities, special districts, schools, and other entities within the county. Some of that property tax revenue must be allocated to each county's Educational Revenue Augmentation Fund (sometimes referred to as ERAF) — a state-created fund that reallocates portions of local property tax revenue to fulfill the state's constitutional obligation to fund education. In 2004, two different complex budgetary measures were enacted by the State diverting local property tax revenue that would have been deposited into each county's ERAF to instead fund various state budget gaps, but the State otherwise made whole each county's ERAF contribution through the allocation of other state funds. . In response to the 2004 budget measures, the California State Association of County Auditors prepared informal guidelines to implement the legislation. Most counties, including Yuba County, have followed those guidelines in implementing the PTAF as it applied to the 2004 budget measures. A dispute arose as the County Auditors' guidelines included in the calculations for the administration fees it imposed on cities the tax revenue that had been earmarked for the county ERAF but was diverted by those budgetary measures.

In the case of *City of Alhambra v. County of Los Angeles*, decided by the California Supreme Court on November 19, 2012 the Court held that the method used by the County of Los Angeles for calculating the PTAF was improper. The direct result of the case was that Los Angeles County owed the cities within the county a substantial amount of money for the improperly diverted property tax revenue. The indirect result of the case is that other counties, including Yuba County, which had been using the California State Association of County Auditors guidelines also owe cities within their respective counties money for property tax revenues similarly calculated.

Calculations done by the Yuba County Auditor-Controller indicate that the amount the COUNTY owes the CITY as a result of the Supreme Court's decision in *City of Alhambra* is \$234,342.32.

B. Additional Background/History: In 2010 the Office of the California State Controller, Audit Division, conducted an audit for traffic fines collected in fiscal years 2004-2005 through 2008-2009 by the Yuba County Superior Court. Through the audit, it was determined that several government entities,

including the State of California were owed a portion of the total fines collected or needed to pay back amounts from fines inappropriately credited to their respective agency.

It was determined that the CITY owed the COUNTY \$222,386 in traffic fines. Since that time, the COUNTY and CITY entered into a repayment agreement. That agreement was suspended once the PTAF issue was finally concluded and it was determined the COUNTY would owe the CITY for back PTAF collected. The remaining balance of the traffic fine amount owed by the CITY to the COUNTY is \$185,321.68.

C. Purpose of Agreement: The purpose of this agreement is to establish a repayment plan for the COUNTY to pay the CITY the amount owed due to PTAF collected, less the amount owed by the CITY to the COUNTY for misallocation of court fines from Fiscal Year 2004/2005 through Fiscal Year 2008/2009.

D. Amount Owed: The net amount owed by the COUNTY to the CITY is as follows:

- a. CITY owed to COUNTY – Balance of Traffic Fine Repayment \$185,321.68.
- b. COUNTY owed to CITY – PTAF improperly collected \$419,664.00.
- c. Net of a. and b. – COUNTY owes the CITY \$234,342.32.

E. Repayment: Repayment will be based on the following terms:

- a. **Interest Rate:** None.
- b. **Annual Payment:** The COUNTY will make an annual payment of twenty three thousand, four hundred thirty four dollars and twenty cents (\$23,434.20) to the CITY each year, for nine (9) years, beginning in Fiscal Year 2013-2014, with a final payment in FY 2022-2023 of twenty three thousand, four hundred and thirty four dollars and fifty two cents (\$23,434.52).
- c. **Method of Repayment:** The CITY agrees to have the Yuba County Auditor-Controller's Office make the annual payment no later than December 31 of each year, beginning with FY 2013-2014.
- d. **Payment Schedule:** The COUNTY agrees to repay the amount owed to the CITY according to the attached payment schedule (Attachment A). The repayment schedule reflects one annual payment each year for ten (10) years, beginning in FY 2013-2014.

- e. **Additional Payments:** Additional payments during the course of this agreement may be made by the COUNTY at their discretion. These payments will be sent and addressed as follows:

CITY OF MARYSVILLE
Attention: City Manager
P.O. Box 150
Marysville, CA 95901

- F. **Prepayment:** The COUNTY has the right to prepay the outstanding amount at anytime during the course of this agreement.
- G. **Default:** If for any reason the COUNTY fails to make any payment on time, the COUNTY shall be in default. The CITY can then demand immediate payment of the entire remaining unpaid balance without giving further notice.
- H. **Modification:** Modifications within the scope of this agreement shall be made by mutual and written consent of all parties. All modifications must be made in writing and agreed upon by all parties as evidenced by their signature.
- I. **Notices:** Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party.

Notices shall be addressed as follows:

If to the COUNTY: County of Yuba
C. Richard Eberle, Auditor-Controller
915 8th Street, Suite 105
Marysville, CA 95091

If to the CITY OF MARYSVILLE: City of Marysville
Walter Muncheimer, City Manager
P.O. Box 150
Marysville, CA 95901

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

CITY OF MARYSVILLE

By: _____
Ricky Samayoa, Mayor
City of Marysville

Date: _____

COUNTY OF YUBA

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

Date: _____

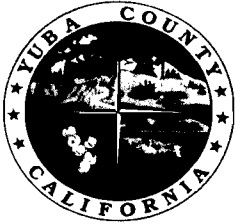
ATTEST: DONNA STOTTEMEYER
Clerk of the Board of Supervisors

RECOMMENDED FOR APPROVAL

By: _____
Robert Bendorf, County Administrator

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

By: 
Angil P. Morris-Jones



COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

261-13

ROBERT L.

COUNTY ADMINISTRATIVE OFFICER
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN

EMERGENCY OPERATIONS MANAGER

RYAN MCNALLY


EMERGENCY OPERATIONS PLANNER

BOARD MEMO

Date: June 25, 2013

To: Board of Supervisors

Fr: Robert Bendorf, County Administrator, Director OES

By: Scott Bryan, Emergency Operations Manager 

Re: Cal Fire Cooperative Fire Protection Dispatch Agreement

Recommendation:

Review and consider approval of a resolution authorizing the Chairman to execute the fiscal year 2013/14 Cooperative Fire Protection Dispatch Agreement with the California Department of Forestry and Fire Protection (Cal Fire).

Background/Discussion:

For nearly 25 years, the County of Yuba has supported the Yuba County Rural Joint Powers Agency (JPA) by entering into the Cooperative Fire Dispatch Agreement for the purpose of providing dispatch services within the sphere of influence of the five fire districts which comprise the rural fire JPA. The County has funded fire dispatch services for the JPA through the Cal Fire Emergency Communications Center with no statutory or regulatory requirement per County Counsel opinion. The contract with Cal Fire is a "Not to Exceed" contract and has cost the county general fund nearly \$300,000 since FY 2005/06.

In May of 2013 the County of Yuba received a contract from Cal Fire to continue these services for the JPA through fiscal year 2013/14. The contract cost will not exceed \$54,593. For FY 2012/13 the County was billed \$47,057 per the contract, an increase of nearly \$10,000 from FY 2010/11. Cal Fire advised the increased fees for conducting these services continues to rise due to an increase in there total operating costs.

Committee Action:

No committee action was taken.

Fiscal Impact:

The Division of Emergency Services general fund budget was adjusted to cover the increased costs of this service. The costs to provide dispatch services to the JPA through Cal Fire are paid entirely through the general fund.

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

IN REFERENCE TO:

RESOLUTION AUTHORIZING THE) RESOLUTION NO. _____
CHAIRMAN OF THE BOARD TO EXECUTE)
THE COOPERATIVE FIRE PROTECTION)
AGREEMENT,(SCHEDULE "A" CONTRACT)

WHEREAS, the Yuba County Board of Supervisors has previously authorized its Chairman to execute contracts and amendments thereto between the County of Yuba and the California Department of Forestry and Fire Protection (Cal Fire); and

WHEREAS, the California Department of Forestry and Fire Protection is providing on-going fire dispatch services to the County of Yuba through a Board resolution; and

WHEREAS, the California Department of Forestry and Fire Protection has submitted a one year agreement to continue these services for fiscal year 2013/2014 at a cost not to exceed \$54,593;

NOW, THEREFORE, BE IT RESOLVED, the Chairman of the Board of Supervisors is hereby authorized to execute on behalf of the County of Yuba the Cooperative Fire Protection Agreement (#2CA02119) with the State of California Department of Forestry and Fire Protection for fiscal year 2013/2014, and any amendments thereto, subject to approval by County Counsel.

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:

Andy Vasquez, Jr. Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM
ANGIL MORRIS-JONES
County Counsel



COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 01/2013

AGREEMENT NUMBER	2CA02119	261-13
REGISTRATION NUMBER:		

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

County of Yuba (Consolidated Dispatch)

2. The term of this Agreement is: July 1, 2013 through June 30, 2014

3. The maximum amount of this Agreement is: \$ 54,593.00
Fifty-four thousand, five-hundred ninety-three thousand and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	6	pages
Exhibit D – Additional Provisions	6	pages
Exhibit E – Description of Other Services	0	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
County of Yuba

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING
Andy Vasquez, Jr., Chair, Board of Supervisors

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

DATE SIGNED(Do not type)

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES

COUNTY COUNSEL
BY: 

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING
Clare Frank, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General
Services Use Only**

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Brad Harris	Local Agency:	County of Yuba OES
Name:	Brad Harris	Name:	Scott Bryan
Phone:	530-889-0111, ext 100	Phone:	530-749-7520
Fax:	530-823-9201	Fax:	530-749-7524

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Brad Harris	Local Agency:	County of Yuba
Section/Unit:	Nevada-Yuba-Placer	Section/Unit:	OES
Attention:	Brad Harris	Attention:	Scott Bryan
Address:	13760 Lincoln Way Auburn CA 95603	Address:	915 8 th St., Suite 117 Marysville, CA 95901
Phone:	530-889-0111, ext 100	Phone:	530-749-7520
Fax:	530-823-9201	Fax:	539-749-7524

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A **SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☐ 1) Emergency fire protection, emergency response and basic life support: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☐ 2) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 3) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to

provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 4) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 5) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 6) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 7) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY may appoint, with the concurrence of the Region Chief, which concurrence shall not be unreasonably withheld, the Unit Chief as the LOCAL AGENCY Fire Chief pursuant to applicable statutory authority.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.
- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary

plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-Post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of 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. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS:** Time is of the essence in the performance of this agreement.
12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☐ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection

**SCHEDULE A - 4142
INDEX 2300 PCA 27344**

This is Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2013
Between State of California Department of Forestry and Fire Protection
and Yuba County (Consolidated Dispatch), a Local Agency

PERSONNEL SERVICES:

Qty	Classification	Months	Monthly Rate	Total Salary	Benefit Rate	TOTAL
Command/Support						65.73%
0	Fire Captain	3.0	\$ 4,609	\$ -	\$ -	\$ -
0	Ed. Incent.	3.0	\$ 75	\$ -	\$ -	\$ -
0	Longevity	3.0	\$ 322	\$ -	\$ -	\$ -
						52.62%
6	Comm Operator	12.0	\$ 4,500	\$ 324,000	\$ 170,489	\$ 494,489
1	Comm Operator	6.0	\$ 4,500	\$ 27,000	\$ 14,207	\$ 41,207
1	Comm Operator	3.0	\$ 4,500	\$ 13,500	\$ 7,104	\$ 20,604
						64.17%
1	Office Tech (T)	12.0	\$ 3,400	\$ 40,800	\$ 26,181	\$ 66,981
EDWC						32.40%
@ 1.5	Captain	3.0	\$ 2,084	\$ -	\$ -	\$ -
Unplanned OT						1.45%
1	Batt. Chief	Hrs= 125	\$ 39	\$ 4,875	\$ 71	\$ 4,946
1	Captain	Hrs= 75	\$ 31	\$ 2,325	\$ 34	\$ 2,359
						1.45%
6	Comm Operator	Hrs = 200	\$ 35	\$ 42,000	\$ 609	\$ 42,609
1	Comm Operator	Hrs = 100	\$ 35	\$ 3,500	\$ 51	\$ 3,551
1	Comm Operator	Hrs = 50	\$ 35	\$ 1,750	\$ 25	\$ 1,775
Night Shift Differential						52.62%
2	Night Shift	Hrs = 2079.5	\$ 0.50	\$ 2,079.50	\$ 1,094	\$ 3,174
Subtotal Personnel Services:						\$ 681,695

OPERATING EXPENSE:

Uniform Allowance

6	Comm Operator	12	\$ 37.50	\$ 2,700.00	\$ -	\$ 2,700
1	Comm Operator	6	\$ 37.50	\$ 225.00	\$ -	\$ 225
1	Comm Operator	3	\$ 37.50	\$ 112.50	\$ -	\$ 113

Training/Certification

6	Comm Operator		\$ 500.00		\$ 3,000
1	Comm Operator	0.5	\$ 500.00		\$ 250
1	Comm Operator	0.25	\$ 500.00		\$ 125

Facility & Operations

3- year average for Grass Valley ECC

\$18,324 \$ 7,330 50% \$ 9,162

60% CDF Cost

40% Contract

Infrastructure-West

Infrastructure-East \$ -

PROQA MAINTENANCE FEE \$ 2,400

Subtotal Operating Expense: \$ 17,974.50

Subtotal Personal Services & Operating Expense - \$ 699,669

Administrative Charge @ 11.49% \$ 80,392

Master Agreement Total: \$ 780,061

Yuba County's share @ 7.00% \$ 54,593

**EXHIBIT D, SCHEDULE B
STATE FUNDED RESOURCES**

NAME OF LOCAL AGENCY County of Yuba (Consol. Dispatch)

This is Schedule B of Cooperative Agreement originally dated July 1, 2013, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

 x Original Amendment for Fiscal Year Not Applicable

FACILITIES

11 Fire Stations

5 Lookouts

1 Air Base

1 Conservation Camp

PERSONNEL

1 Unit Chief

3 Division Chiefs

1 Deputy Chief

11 Battalion Chiefs

1 Fire Prevention Battalion Chief

2 Forester II

5 Forester I

1 Forestry Equipment Manager

1 Heavy Equipment Mechanic

5 Heavy Fire Equipment Operators

40 Fire Captains

18 Fire Apparatus Engineers

100 Firefighter I's

1/2 Dispatch Clerk

1 Forestry Logistics Officer

EQUIPMENT

20 Fire Engines

3 Bulldozers and Transports

3 Service Units

5 Crew Vehicles

30 Administrative Vehicles

1 Air Attack Plane

2 S-2 Air Tankers

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2013, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: County of Yuba (Consol. Dispatch)

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2013/14

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____
Signature Printed Name

Title Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____
Signature Printed Name

Title Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____
Signature Printed Name

Title Date

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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

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

June 12, 2013

TO: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

RE: Approve resolution authorizing the issuance & sale of Wheatland Union High School District General Obligation Bonds

RECOMMENDATION:

Approve resolution authorizing the issuance and sale of (not to exceed) \$6,000,000.00 of Wheatland Union High School District Election of 2012 General Obligation Bonds, Series A subject to all of the limitations and conditions set forth in such resolution.

BACKGROUND / DISCUSSION:

State law requires the approval of the Board of Supervisors as Wheatland Union High School District is not fiscally independent. Wheatland Union High School District passed their Resolution No. 12.71 on April 23, 2013.

Additionally it is the opinion of County Counsel that the County has no fiscal liability and that this issue would have no affect on Yuba County's borrowing power. Copies of the resolutions are on file in the Board of Supervisor's office.

FISCAL IMPACT:

NONE

COMMITTEE:

This step has been bypassed due to the routine nature of the request.

**WHEATLAND UNION HIGH SCHOOL DISTRICT
RESOLUTION NO.12.71**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WHEATLAND
UNION HIGH SCHOOL DISTRICT, YUBA COUNTY, CALIFORNIA,
AUTHORIZING THE ISSUANCE OF WHEATLAND UNION HIGH
SCHOOL DISTRICT (YUBA COUNTY, CALIFORNIA), ELECTION OF 2012
GENERAL OBLIGATION BONDS, SERIES A, AND ACTIONS RELATED
THERE TO**

WHEREAS, a duly called election was held in the Wheatland Union High School District (the "District"), Yuba County (the "County"), State of California, on November 6, 2012 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite vote of fifty-five percent or more of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount not to exceed \$9,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, at this time this Board of Trustees (the "Board") has determined that it is necessary and desirable to request the issuance by the Board of Supervisors of the County (the "County Board") of the first series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$6,000,000 and to be designated as "Wheatland Union High School District (Yuba County, California), Election of 2012 General Obligation Bonds, Series A (the "Bonds");

WHEREAS, the District has received a qualified certification in the most recent interim report;

WHEREAS, the County Board shall issue the Bonds on behalf of the District pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act") for the purposes set forth in the ballot submitted to voters at the Election;

WHEREAS, pursuant to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"), under certain circumstances, certain obligations the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code may be designated by the issuer thereof as "qualified tax-exempt obligations," thereby allowing certain financial institutions that are holders of such qualified tax-exempt obligations to deduct for federal income tax purposes a portion of such institution's interest expense that is allocable to such qualified tax-exempt obligations, all as determined in accordance with Sections 265 and 291 of the Code; and

WHEREAS, this Board wishes to designate the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code;

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more series of taxable or tax-exempt bonds, and as current interest bonds;

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WHEATLAND HIGH UNION SCHOOL DISTRICT AS FOLLOWS:

SECTION 1. Purpose; Authorization. To raise money for the purposes authorized by voters of the District at the Election and to pay all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, this Board hereby petitions the County Board to authorize the issuance of the Bonds pursuant to the Act and to order such Bonds sold at a negotiated sale such that the Bonds shall be dated as of a date to be determined by said County Board, shall bear interest at a rate not-to-exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds and shall be in an aggregate principal amount not-to-exceed \$6,000,000. The Board hereby approves the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for Edward D. Jones & Co. (the "Underwriter") to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter and any such costs which the Underwriter agrees to pay pursuant to the Purchase Contract, will equal approximately 6% of the principal amount of the Bonds.

This Board hereby authorizes the issuance of the Bonds as any combination of current interest bonds, capital appreciation bonds, and convertible capital appreciation bonds, subject to the provisions of a resolution of the County Board relating to the Bonds (the "County Resolution").

SECTION 2. Paying Agent. This Board does hereby authorize the appointment of the The Bank of New York Mellon Trust Company, N.A. as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Bonds issued by the Board of Supervisors of the County on behalf of the District. The District acknowledges that ongoing expenses and fees of the Paying Agent and all other fees and costs incurred in connection with the Bonds will be paid by the District.

SECTION 3. Tax Covenants.

(a) With respect to Bonds issued as tax-exempt bonds, the District hereby covenants with the holders of such Bonds that, notwithstanding any other provisions of this Resolution, it will (1) comply with all of the provisions of the County Resolution relating to the Rebate Fund (as defined therein) and perform all acts necessary to be performed by the District in connection therewith, and (2) make no use of the proceeds of the Bonds or of any other amounts, regardless of the source, or of any property or take any action, or refrain from taking any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

The District will not make any use of the proceeds of the Bonds or any other funds of the District, or take or omit to take any other action, that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code or "federally guaranteed" within the meaning

of Section 149(b) of the Code. To that end, so long as any Bonds are unpaid, the District, with respect to such proceeds and such other funds, will comply with all requirements of such Sections and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Internal Revenue Code of 1986, as amended, to the extent such requirements are, at the time, applicable and in effect.

The District will not use or permit the use of its facilities or any portion thereof by any person other than a governmental unit as such term is used in Section 141 of the Code, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the interest paid on the Bonds. In furtherance of the foregoing tax covenants of this Section 3(a), the District covenants that it will comply with the instructions and requirements of that certain Tax Certificate to be executed and delivered by the District on the date of issuance of such tax-exempt Bonds, which is incorporated herein as if fully set forth herein. These covenants shall survive the payment in full or defeasance of the Bonds.

SECTION 4. Legislative Determinations. This Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 5. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to or Clerk of the Board, is hereby approved and the Superintendent of the District (the "Superintendent"), the Business Manager of the District (the "Business Manager"), or a designated deputy thereof (collectively, the "Authorized Officers"), each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter, a final Official Statement substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 6. Purchase Contract. The form of the purchase contract for the Bonds (the "Purchase Contract") on file with the Secretary to or Clerk of the Board is hereby approved. In connection with the sale of the Bonds, the Board authorizes the Authorized Officers, each alone, on behalf of the District, to execute and deliver to the Underwriter a Purchase Contract for the Bonds, with such terms and conditions as may be acceptable to such official; provided, however, that the interest rate on the Bonds shall not exceed that authorized at the Election, the underwriting discount (excluding original discount) shall not exceed 2.0% of the aggregate principal amount of the Bonds issued, and the aggregate principal amount of the Bonds shall not exceed \$6,000,000.

SECTION 7. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 8. Other Actions; Professional Services. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The District hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California as Bond Counsel and Disclosure Counsel in connection with the issuance of the Bonds. The District hereby appoints Edward D. Jones & Co., Roseville, California as Underwriter in connection with the issuance of the Bonds. The District hereby also appoints Isom Advisors, A Division of Urban Futures, Inc., Walnut Creek, California, as Financial Advisor to the District in connection with the issuance of the Bonds.

SECTION 9. Designation as Qualified Tax-Exempt Obligation. Based on the following representations, the Bonds are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) the Bonds are not private activity bonds within the meaning of Section 141 of the Code; (ii) the District, together with all of its subordinate entities, has not issued obligations (other than those obligations described in clause (iv) below) in calendar year 2013 the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code; (iii) the District reasonably anticipates that it, together with its subordinate entities, will issue during the remainder of calendar year 2013 obligations (other than those obligations described in clause (iv) below) the interest on which is excluded from gross income for federal income tax purposes under to Section 103 of the Code which, when aggregated with all obligations described in clause (ii) above, will not exceed an aggregate principal amount of \$10,000,000; (iv) and notwithstanding clauses (ii) and (iii) above, the District and its subordinate entities may have issued in calendar year 2013 and may continue to issue during the remainder of calendar year 2013 private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code.

SECTION 10. Action Regarding Qualified Tax-Exempt Obligation. Appropriate officials of the District are hereby authorized and directed to take such other actions as may be necessary to designate the Bonds as "qualified tax-exempt obligations," including, if either deemed necessary or appropriate, placing a legend to such effect on the form of Bonds in such form as either deemed necessary or appropriate.

SECTION 11. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal or of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such principal or interest, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due

interest components, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer. The Authorized Officers are hereby authorized and directed, jointly and severally, to deliver any and all documents to the Bond Insurer necessary to purchasing bond insurance.

SECTION 12. Resolution to Treasurer and Tax Collector. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer and Tax Collector of the County immediately following its adoption.

SECTION 13. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

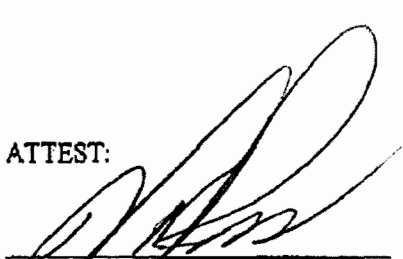
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SECTION 14. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED, ADOPTED AND APPROVED this 23rd day of April, 2013, by the following vote:

AYES:	MEMBERS	<u>5</u>
NOES:	MEMBERS	<u>0</u>
ABSTAIN:	MEMBERS	<u>0</u>
ABSENT:	MEMBERS	<u>0</u>

ATTEST:


Secretary of the Board of Trustees


President of the Board of Trustees

SECRETARY'S CERTIFICATE

I, Dr. Vic Ramos, Secretary to the Board of Trustees of the Wheatland Union High School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on April 23, 2013, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

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

Dated: 4-23, 2013

By: 
Secretary

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

A RESOLUTION AUTHORIZING THE) RESOLUTION NO. 2013 - _____
 ISSUANCE AND SALE OF WHEATLAND)
 UNION HIGH SCHOOL DISTRICT (YUBA)
 COUNTY, CALIFORNIA) Election of 2012)
 General Obligation Bonds, Series A, IN AN)
 AGGREGATE PRINCIPAL AMOUNT NOT)
 TO EXCEED \$6,000,000.)

WHEREAS, a duly called election was held in the Wheatland Union High School District (the "District"), Yuba County (the "County"), State of California, on November 6, 2012 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount not to exceed \$9,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization"); and

WHEREAS, the Board of Supervisors of the County (the "County Board") has received a resolution (the "District Resolution") of the Board of Trustees of the District (the "District Board") requesting the County Board to issue on the District's behalf the first series of bonds under the Authorization in an aggregate principal amount of not-to-exceed \$6,000,000 (the "Bonds") and designated as "Wheatland Union High School District (Yuba County, California) Election of 2012 General Obligation Bonds, Series A" or such other designation or designations as are specified in the Purchase Contract (defined herein) for the Bonds; and

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), the Bonds are authorized to be issued for the purposes set forth in the ballot submitted to voters; and

WHEREAS, the District Board desires to authorize the issuance of the Bonds in one or more series of taxable or tax-exempt bonds, and as current interest bonds; and

WHEREAS, the District Board has authorized the sale of the Bonds at a negotiated sale, which the District Board has determined provides more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for Edward D. Jones & Co. (the "Underwriter") to pre-market the Bonds to potential purchasers prior to the sale, all of which the District Board has determined will contribute

to the District's goal of achieving the lowest overall cost of funds; and

WHEREAS, the District Board has estimated that the costs associated with the issuance of the Bonds, including compensation to the Underwriter and any such costs which the Underwriter agree to pay pursuant to the Purchase Contract (defined herein), will equal approximately 6% of the principal amount of the Bonds; and

WHEREAS, the District Board has appointed Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California as Bond Counsel and Disclosure Counsel in connection with the issuance of the Bonds; and

WHEREAS, the District Board has appointed Edward D. Jones & Co., Roseville, California, as Underwriter in connection with the issuance of the Bonds; and

WHEREAS, the District Board has appointed Isom Advisors, A Division of Urban Futures, Inc., Walnut Creek, California as Financial Advisor to the District in connection with the issuance of the Bonds; and

WHEREAS, pursuant to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"), under certain circumstances, certain obligations the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code may be designated by the issuer thereof as "qualified tax-exempt obligations," thereby allowing certain financial institutions that are holders of such qualified tax-exempt obligations to deduct for federal income tax purposes a portion of such institution's interest expense that is allocable to such qualified tax-exempt obligations, all as determined in accordance with Sections 265 and 291 of the Code; and

WHEREAS, the District Board has designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF YUBA COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. Purpose of Bonds. To raise money for the purposes authorized by voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the County Board authorizes the issuance of the Bonds in the name of the District pursuant to the Act.

The County Board hereby authorizes the issuance of the Bonds with appropriate series designation, as necessary, and further authorizes the issuance of the Bonds as current interest bonds, as set forth in the

fully-executed Purchase Contract (defined herein). The County Board does not authorize the issuance of the Bonds as capital appreciation bonds.

SECTION 2. Terms and Conditions of Sale. The Treasurer, as defined below, is hereby authorized to negotiate the sale of the Bonds in consultation with the District's Superintendent (the "Superintendent") or Business Manager (the "Business Manager"). The Bonds shall be sold pursuant to the terms and conditions set forth in the form of Purchase Contract, as described below.

SECTION 3. Approval of Purchase Contract. The form of a Purchase Contract (the "Purchase Contract") by and among the County, the District and the Underwriter, for the purchase and sale of the Bonds, substantially in the form presented at this meeting, is hereby approved and the Treasurer & Tax Collector of the County (the "Treasurer"), or any authorized designee thereof, is hereby authorized to execute and deliver the Purchase Contract, and either the Superintendent, the Business Manager, or the designated deputy thereof is hereby requested to acknowledge the execution of such Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Treasurer may approve, such approval to be conclusively evidenced by his execution and delivery thereof; provided, however, that the maximum interest rate on the Bonds shall not exceed that permitted by law and the underwriting discount thereon, excluding original issue discount and reimbursable expenses and costs of issuance paid by the Underwriter, shall not exceed 2.0% of the aggregate principal amount of Bonds issued. The Treasurer is further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the County Board up to a combined aggregate principal amount not to exceed \$6,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 4 Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **"Beneficial Owner"** means, when used with reference to book-entry Bonds, registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book-entry determination of ownership applicable to the Depository.

(b) **"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.

(c) **"Bond Payment Date"** means (unless otherwise provided by the Purchase Contract), February 1 and August 1 of each year commencing August 1, 2013 with respect to interest payments thereon and the stated maturity dates thereof with respect to the principal payments of the Bonds.

(d) **"Continuing Disclosure Certificate"** means that certain Continuing Disclosure Certificate executed by the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance and delivery of the Bonds, as it may be amended from time to time in accordance with the provisions thereof.

(e) **“Dated Date”** means the date of initial issuance and delivery of the Bonds or such other date as shall appear in the Purchase Contract or Official Statement.

(f) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 5(c) hereof.

(g) **“DTC”** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(h) **“Fair Market Value”** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term **“Fair Market Value”** means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(i) **“Holder” or “Owner”** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 7 hereof.

(j) **“Information Services”** means Financial Information, Inc.’s Financial Daily Called Bond Service; Mergent, Inc., Called Bond Department; or Standard & Poor’s J. J. Kenny Information Services Called Bond Service.

(k) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 5(c) hereof.

(l) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 16 hereof.

(m) **“Outstanding”** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds cancelled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been

delivered pursuant to Section 8 hereof; or

- (iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 18 of this Resolution)

(n) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(o) **“Paying Agent”** means, initially The Bank of New York Mellon Trust Company, N.A., or such other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards, any successor financial institution.

(p) **“Permitted Investments”** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider rated in at least the second highest category (without regard to gradation) by each Rating Agency then rating the Bonds and approved by the Bond Insurer, if any, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the county investment pool maintained by the Treasurer, and (vi) State and Local Government Series Securities.

(q) **“Rating Agencies”** means (i) Standard & Poor’s Rating Service, a Standard & Poor’s Financial Services LLC business, (ii) Fitch Ratings and (iii) Moody’s Investor’s Services.

(r) **“Record Date”** means the close of business on the fifteenth day of the month preceding each Bond Payment Date.

(s) **“Securities Depository”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(t) **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

(u) **“Tax-Exempt Bonds”** means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(v) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(w) **“Treasurer”** means, the Treasurer & Tax Collector of Yuba County or any authorized deputy thereof.

SECTION 5. Terms of the Bonds. (a) Denomination, Interest, Dated Dates. The Bonds shall be issued as fully registered bonds registered as to both principal and interest, in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds shall bear interest at a rate or rates such that the interest rate shall not exceed that authorized at the Election. The Bonds will initially be registered to “Cede & Co.”, the Nominee of the Depository Trust Company, New York, New York.

Each Bond shall be dated as of the Dated Date, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of twelve, 30-day months.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Mandatory Redemption. Any Bonds sold as Term Bonds shall be subject to mandatory redemption as provided in the Purchase Contract.

(iii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District and, if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that any portion of Bonds subject to mandatory sinking fund redemption are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Bonds shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Bonds optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b), the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated

portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

(a) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the bond register.

(b) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

A certificate of the Paying Agent or the District that a notice of redemption has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds (or portions thereof) pursuant to Section 5(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 18 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the principal of and premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the notice of redemption was given that such moneys were not so received.

(v) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in the principal amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside as provided in Section 18 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 5(b)(i) and (ii) hereof, together with interest accrued to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 5 shall be cancelled upon surrender thereof and be delivered to or upon the order of the County and the District. All or any portion of a Bond purchased by the County or the District shall be cancelled by the Paying Agent.

(vii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the bond register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 5(c)(i)(4).

With respect to book-entry Bonds, the County, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the

Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the bond register, of any notice with respect to book-entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal of and premium, if any, or interest on the book-entry Bonds. The County, the District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the bond register as the absolute Owner of such book-entry Bond for the purpose of payment of principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the bond register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the bond register, shall receive a certificate evidencing the obligation to make payments of principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the bond register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District

fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such bond register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 5(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book-entry form and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in this Resolution as may be modified by the Purchase Contract. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 5(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 5(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 5(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such

denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the owners of the Bonds.

SECTION 6. Execution of Bonds. The Bonds shall be executed by the Chairperson of the Board of Supervisors of the County and the Treasurer by their manual or facsimile signatures and countersigned by the manual or facsimile signature of the Clerk of the Board of Supervisors, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 7. Paying Agent; Transfer and Exchange. So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 8 below, the person in whose name a Bond is registered on the bond register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like series, tenor, maturity and principal amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent.

A Bond may be transferred on the bond register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the County, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor, maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent, the County and the District satisfactory to the Paying Agent shall be given by the Owner, the County, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor, maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the County and the Paying Agent.

If manual signatures on behalf of the County are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the County. In all cases of exchanged or transferred Bonds, the County shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District and the County may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District and the County may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District and the County by the Paying Agent, as requested by the District or the County. The cancelled Bonds shall be retained for three years, and then destroyed by the Paying Agent.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th day of the month next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 8. Payment. Payment of interest on any Bond shall be made on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his or her address as it appears on such registration books or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate principal amount of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal of, and redemption premiums, if any, payable on the Bonds, shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The principal of, and premiums, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 9. Form of Bonds. The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract.

(Form of Bond)

REGISTERED
NO.

REGISTERED
\$

WHEATLAND UNION HIGH SCHOOL DISTRICT
(YUBA COUNTY, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES A
(BANK QUALIFIED)

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED DATE:</u>	<u>CUSIP</u>
____% per annum	August 1, 20__	_____, 2013	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

The Wheatland Union High School District (the "District") in Yuba County, California (the "County") for value received, promises to pay to the Registered Owner (as defined below) named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2013. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2013, in which event it shall bear interest from its Dated Date. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the register maintained by the Paying Agent, initially the The Bank of New York Mellon Trust Company, N.A.. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Bonds in the aggregate principal amount of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of \$_____ of bonds approved to raise money for the purposes authorized by the voters of the District at the Election, as defined below; and to pay all necessary

legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, in particular Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Government Code"), the requisite fifty-five percent vote of the voters of the District cast at an election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount of \$9,000,000, the resolution of the Board of Trustees of the District adopted on April 23, 2013 (the "District Resolution") and the resolution of the County Board of Supervisors adopted on June 25, 2013 (the "Bond Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as provided in the Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The bonds of this issue comprise \$_____ principal amount of current interest bonds, of which this Bond is a part (each, a "Bond").

This bond is exchangeable and transferable for bonds of like tenor, maturity and principal amount and in authorized denominations at the principal office of the Paying Agent in San Francisco, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th day of the month next preceding either any Bond Payment Date or the 15th day preceding any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20__ at a redemption price equal to the principal amount of the Bonds to be redeemed, plus interest thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of Five Thousand Dollars (\$5,000) or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. the registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; and that due provision has been made for levying *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, Yuba County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Chairperson of the Board of Supervisors of the County and the Treasurer & Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Supervisors of the County, all as of the date stated above.

YUBA COUNTY, CALIFORNIA

By: _____
Chairperson of the Board of Supervisors

By: _____
Treasurer & Tax Collector

COUNTERSIGNED:

Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2013.

By: _____
The Bank of New York Mellon Trust Company, N.A.,
as Paying Agent

QUALIFIED TAX-EXEMPT OBLIGATION

This Bond has been determined to be a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, by resolution of the District.

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

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

SECTION 10. Delivery of Bonds. The proper officials of the County shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered to the original purchaser upon payment of the purchase price therefor.

SECTION 11. Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the principal amount thereof, shall be paid to the County to the credit of the fund hereby created and established and to be known as the "Wheatland Union High School District Election of 2012 General Obligation Bonds, Series A Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes of the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of any accrued interest and any premium received by the District from the sale of the Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Wheatland Union High School District Election of 2012 General Obligation Bonds, Series A Debt Service Fund" (the "Debt Service Fund") for the Bonds and used only for payment of the principal of and interest on the Bonds. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriter upon the sale of the Bonds, or from the principal amount of the Bonds received from the Underwriter. To the extent costs of issuance are paid from such principal amount, the District, may direct that a portion thereof, in an amount not-to-exceed 2.0% of such principal amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Subject to tax restrictions, Moneys in the Debt Service Fund and the Building Fund shall be invested at the written direction of the District in Permitted Investments by the County at the Treasurer's discretion.

(c) **Interest Earned on Permitted Investments.** The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required below to satisfy the requirements of the Section 148(f)Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Bonds when due.

SECTION 12. Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the “Wheatland Union High School District Election of 2012 General Obligation Bonds, Series A Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District, in connection with the Tax-Exempt Bonds (the “Tax Certificate”).

(b) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than sixty (60) days after the payment of all Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 13. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is hereby designated for the payment of the principal of and interest on the Bonds when and as the same fall due, and for no other purpose.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer of the County to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such principal and interest. DTC will thereupon make payments of principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or

provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

SECTION 14. Arbitrage Covenant. The County acknowledges that the District has covenanted that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District, and as such, the Treasurer's office neither monitors investments for arbitrage compliance, nor does it perform arbitrage calculations.

SECTION 15. Conditions Precedent. Based on representations of the District, this County Board determines that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 16. Official Statement. (a) The District has authorized Stradling Yocca Carlson & Rauth, a Professional Corporation to prepare a Preliminary Official Statement and an Official Statement relating to the Bonds to be used in connection with the offering and sale of the Bonds in such time and manner as to conform with the requirements of Rule 15c2-12 of the Securities and Exchange Commission. The District Board has approved the form of the Preliminary Official Statement.

The District has further authorized the Underwriter to distribute copies of the Preliminary Official Statement and the Official Statement to persons who may be interested in the purchase of the Bonds and deliver copies of any final Official Statement to the purchaser of the Bonds.

(b) Neither this Board of Supervisors nor any officer of the County has prepared or reviewed the Preliminary Official Statement or Official Statement, and this Board of Supervisors and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures, as they may relate to funds of the District held by the Treasurer, the Treasurer is hereby authorized and directed to prepare and review such information for inclusion in the District's Official Statement and in the Preliminary Official Statement, and to certify to the District prior to or upon the issuance of the Bonds that the information contained in such section does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

SECTION 17. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal of or interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such principal or interest, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note

the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 18. Defeasance. All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District, an amount of cash which together with amounts transferred from the Debt Service Fund (as defined herein) is sufficient to pay all Bonds Outstanding and designated for defeasance, (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District, noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District and the County with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the County and the Paying Agent or an independent escrow agent selected by the District, to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, "Government Obligations" shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service ("Moody's") or Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"). In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any

person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either S&P or by Moody's.

SECTION 19. Other Actions. Officers of the Board and County officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

SECTION 20. Continuing Disclosure. The District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section.

SECTION 21. Unclaimed Funds. Notwithstanding any other provisions of this Resolution, any moneys held in any fund created pursuant to this Resolution, or by the Paying Agent in trust, for the payment of the principal of, redemption premium, if any, and interest on the Bonds remaining unclaimed for one year after such principal of all of the Bonds have become due and payable (whether by maturity or upon prior redemption) shall be, after payment in full of the Bonds, transferred to the general fund of the District to be applied in accordance with law; provided, however, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of all Bonds that have not been paid, by first-class mail at the addresses on the Bonds register, postage prepaid, no less than 90 days prior to the date of such payment. Thereafter, the District shall have all responsibility and liability for the payment of such Bonds.

SECTION 22. Hold Harmless; Indemnification. The District shall agree to indemnify and hold harmless, to the extent permitted by law, the County and its officer and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the Bonds in accordance herewith and with the District's Resolution. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

SECTION 22. Resolution to Treasurer & Tax Collector. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

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SECTION 23. Effective Date. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND ADOPTED this _____ day of June, 2013, by the Board of Supervisors of the County of Yuba and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

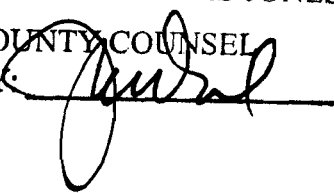
RECUSE:

ANDY VASQUEZ, Chairman
Board of Supervisors, County of Yuba
State of California

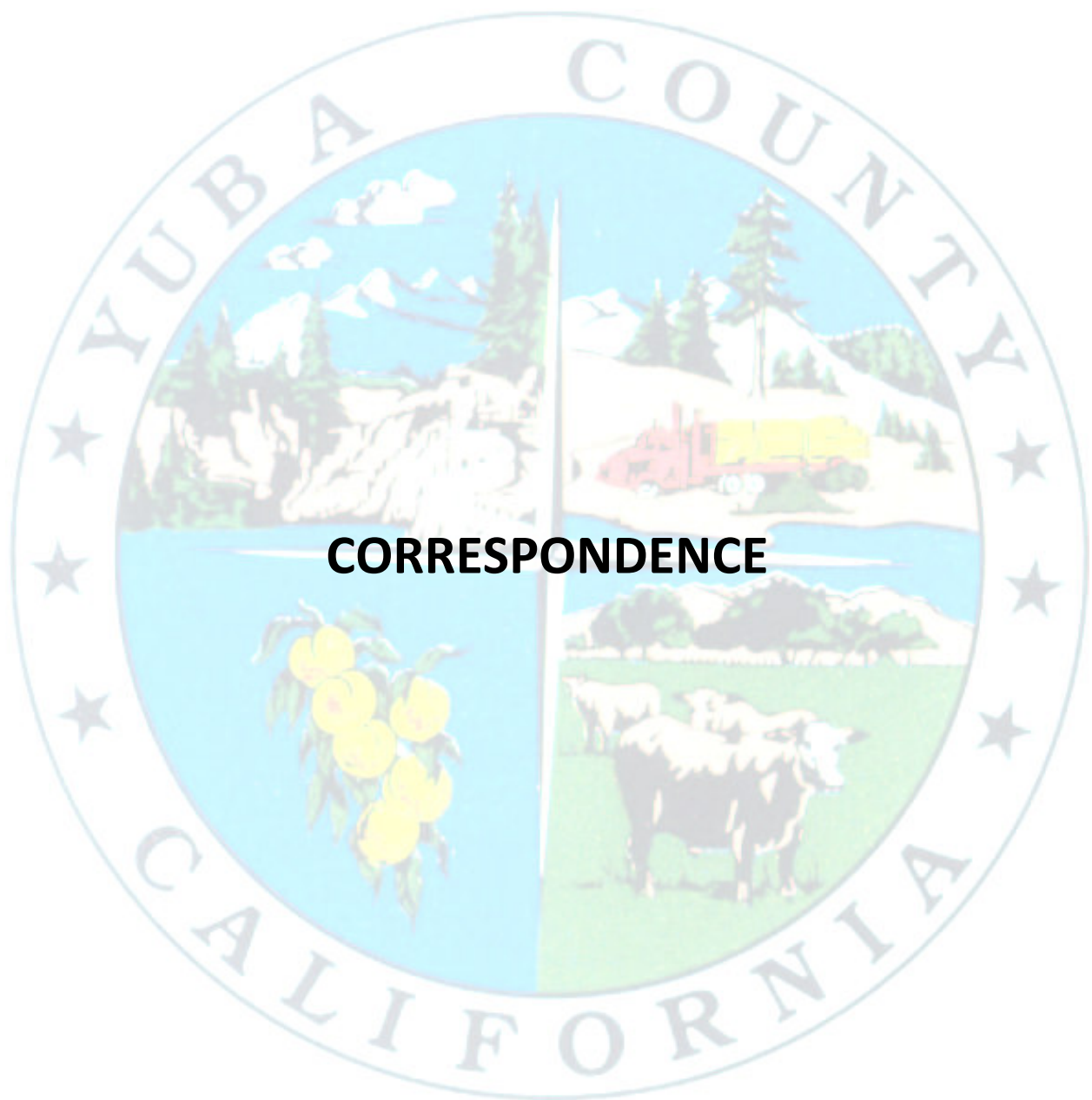
ATTEST:

DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By _____
Deputy

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

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SUTTER-YUBA MENTAL HEALTH SERVICES

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

263-13 A




Brad Luz, Ph.D.
Assistant Director of Human Services
Director of Mental Health

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

Memorandum

DATE: June 11, 2013

TO: Sutter County Board of Supervisors
Yuba County Board of Supervisors

FROM: Brad Luz, Ph.D. 
Assistant Director of Human Services
Director of Mental Health

RECEIVED

JUN 13 2013

Clerk/Board of Supervisors

SUBJECT: Mental Health Board's Annual Year-End Report for FY 2012-13

Enclosed is the Mental Health Board's Annual Year-End Report which includes the goals developed for Sutter-Yuba Mental Health Services for FY 2012-13.

As the Mental Health Director, I agree with the recommendations and comments offered by the Mental Health Board and I wish to thank all the members of this Board for their dedicated work throughout the year. It has been a pleasure to work with them. In particular, I wish to thank Board Members Hanna Hogan, Matthew Miller and Diana Montes-Walker for their contributions and commitment to the activities of this Board.

BL/sh

Attachment

BOS CORRESPONDENCE A

• SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969 •

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

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

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

***SUTTER-YUBA
MENTAL HEALTH BOARD
1965 Live Oak Blvd.
Yuba City, CA 95991
(530) 822-7200***

DATE: June 11, 2013

TO: Sutter County Board of Supervisors
Yuba County Board of Supervisors

FROM: Hannah Hogan, Vice Chair
Mathew Miller, Board Member
Diana Montes-Walker, Board Member

SUBJECT: Annual Report for Fiscal Year 2012-13

The purpose of this memorandum is to forward the Mental Health Board's Annual Year-End report to you. This report is based on program presentations offered during the year as well as on-site visits with Program Managers and other areas of interest.

Mental Health Board – (MHB)

The MHB is an interactive group of members comprised of consumers, family members and individuals from our bi-county community who are interested in promoting effective Mental Health programs and services. Currently, the MHB meets on the first (1st) Thursday of each month (except August and December).

Personnel changes during the year include the resignations of Nick Sohrakoff and Margery Hubbard and the appointments of Mathew Miller and Tamaira Ramsey. Presently there are two vacancies on the Board; a Consumer designation and a Family Member designation both from Yuba County.

Administration

The main challenges facing Sutter-Yuba Mental Health Services (SYMHS) over the past year continue to be funding issues, but SYMHS continues working to be more efficient and to make better use of its assets and resources.

The vacant position of Compliance Officer was filled by Todd Harris, MFT, Ph.D. and Nicolette Bautista, M.A., M.B.A. was hired as the Program Administrator for Mental Health America Yuba-Sutter. The position of Alcohol and Drug Program Manager vacated by Nancy Lee in November 2012 has not yet been filled.

Mental Health Services Act (MHSA)

The Mental Health Services Act (MHSA), also known as Proposition 63, was passed by California voters in 2004. The intent of the MHSA is to transform existing mental health systems. There are five Components of the Plan, namely: Community Services & Supports (CSS); Prevention and Early Intervention (PEI); Workforce and Education (WET); Capital Facilities and Technical Needs (CAPIT) and Innovation (IP).

✓ MHSA – CSS and PEI Components

A public hearing was held in February 2013 to review updates to the annual Three-Year Expenditure Plan for both the CSS and the PEI Components of the MHSA Plan. Since the Community Prevention program was approved in 2009, over 7,000 people in the local community have received training and education in early intervention and prevention skills.

✓ MHSA – Workforce Education and Training (WET) Component

Following approval of the WET Plan Component in October 2011, Megan Spooner was hired as the WET Coordinator in May 2012 to move the plan forward. Approved components of the Plan include, but are not limited to: Wellness service delivery trainings; Core competencies trainings; Cultural competence trainings; an internship supervision program; a youth workforce and career plan; an adult workforce plan; and an employee scholarship program.

✓ MHSA Capital Facilities and Technology (CAP/IT) Component:

Costs for renovation of facilities to support the currently existing CSS supported Wellness and Recovery Center (WeRC) were more than anticipated. This component is partially complete. Updates have been made to the facility. Final renovations to be complete by the end of FY 2014.

The implementation and purchase of the Electronic Health Record (EHR) system has proceeded as planned.

✓ MHSA Innovation Plan (IP) Component

A public hearing was held in September 2012 to consider and approve SYMHS' MHSA Innovation Component. The adopted plan includes: Hmong Spiritual Healing Project; Promotora de Salud Mental; Community Driven Prevention in the Yuba Foothills; Youth Drug and Alcohol Prevention Program; Launch Case Management; Acquisition of California Driver's Licenses (DL); Yuba Probation County Day Reporting Center (DRC); and Sutter Probation County Probation Resources and Services Center (PRCS). Subsequently, the State has recommended a number of minor conceptual changes to the Plan.

An unannounced Psychiatric Health Facility (PHF) site audit by the State was held on December 17-18, 2012. The audit revealed no (zero) out-of-compliance items.

On February 27, 2013, the EQRO (External Quality Review Organization) performed their annual site-review. SYMHS received high marks from the reviewers for the services provided by the agency. Of note, the agency's ethnic services were evaluated as "very good" and far above the state penetration rate.

Budget – It is important to note that MHSA funding allocated for a given year is based on taxes received two years previously, so during FY 2012-13, SYMHS will be impacted by the stagnant economy of FY 2010-11. Unfortunately, this may present fiscal concerns over the next several years for SYMHS.

MHSA budgeted expenses are below mid-year projections. MHSA programs are fully funded for FY 2012-13 except for the Innovations and Workforce Education & Training components. Core budget expenditures represent 73% of the total SYMHS budget and the MHSA budget expenditures are 27% of the total SYMHS budget. The full impact of 2011 realignment continues to be unknown.

Program Goals:

SYMHS Program goals were established at the July 2012 meeting and were revisited in May 2013. At present, nearly all program goals are either complete or on track for completion. A copy of the FY 2012-13 Program Goals including the status of each goal is attached for your information.

HH/MM/DMW/ds

Attachment

***Sutter-Yuba Mental Health Services
Results of Departmental Program Goals
Identified for FY 2012-13***

Administration (Brad Luz and Admin Staff)

1. Manage programs, and staff to sustain and improve services within the County and State budget environments, adapting to changes in funding and shifting of risk and responsibility for programs from the State of California to counties.

Realignment 2011 and subsequent legislation have specified funding amounts to be deposited in the Mental Health Trust account at the County level. This funding includes mental health and substance use treatment funds to cover program costs equivalent to the prior fiscal year (FY 11-12). Funding allocation is based on tax receipts which are slightly higher than anticipated by the Department of Finance. This stability in funding has enabled SYMHS to fill positions vacated by retirements and unfreeze positions left vacant in prior years in this fiscal year and for the coming fiscal year.

With the implementation of the Affordable Care Act and the State of California's creation of the Covered California health care insurance plans, there will be more individuals covered under Medi-Cal and more individuals with other insurance coverage. Referral rates and numbers of individuals seeking services with SYMHS appear to be on the increase. Recruitment of staff to fill vacant positions will assist greatly in meeting ongoing and new service requests.

Drug Medi-Cal contracts for Narcotic Treatment Programs (NTP) carry certain risk if the service units provided exceed the contract maximums agreed upon by the State for those contracts. The State Department of Health Care Services, Mental Health Services Division, would have to be willing and able to change their contract with the Narcotic treatment Program (NTP) provider and with the County Alcohol and Other Drugs (AOD) program in which that program resides to increase funding above what is currently allocated in the budget as a fixed amount for the year. Failure to take this step would possibly jeopardize funding for other non-Medi-Cal substance treatment programs.

2. Continue ongoing implementation of Anasazi Electronic Health Record (EHR) system, including the following:
 - a. Continue training of staff in use of EHR system.
 - b. Look for opportunities to improve processes as EHR implementation continues.
 - c. Develop processes to interface the EHR system with contract providers.

Anasazi implementation continues in the second year of contract. To date the system infrastructure and hardware have been updated and replaced as needed. The practice management components for scheduling, intake, documentation of services, treatment plan development and progress notes are in place and being used by staff in all intake, outpatient and crisis services. Service documentation has been linked to billing for services. The clinician and physician home pages are on-line and in use. Billing has been implemented using the Anasazi system and linked with Kings View to send claims to the State. Report capacity is now in place to make best use of clinical and fiscal data captured by the system.

Next in order of implementation this fiscal year are the Managed Care module and the E-Prescribe pharmacy module to be added to the physician's home page. The last major piece of the implementation will be to bring the inpatient services and staff onto the Anasazi EHR system. Staff training is on-going (at desk side if needed) with help desk staff located on site.

There are also ongoing trainings on each of the modules for new staff, or for staff needing a refresher, scheduled for the third week of each month.

Our present goal is to move away from paper entirely for clinical charts. This goal is on hold for the moment. It recently became apparent that the link through the County Information Systems to the Internet and the Cloud has limited band width. This slows down access and work speed for those on the system. We have consulted with the County IT director and are investigating the possibility of a bypass of the County system and a direct link (via internet) to Kings View, our Application Service Provider for the Anasazi system.

Our largest provider partially implemented the Anasazi system this fiscal year, but will be expected to use the full documentation and billing features of the system in the coming fiscal/contract year.

3. Continue to implement MHSA programs with special emphasis on:
 - a. Fiscal management of both Mental Health and MHSA budget units to assure optimal use of resources.
 - b. Continue plan development of Wellness and Recovery Center with MHSA Capital Facilities grant funding working with the County Administrator's Office and Public Works.
 - c. Complete planning for the Innovative Programs (INN) Component of MHSA. Implement approved INN-funded programs.
 - d. Implement Workforce Education and Training (WET) Programs with contracted WET Coordinator.

Implementation of MHSA programs continues as stated in the Annual MHSA Plan Update submitted to the Mental Health Services Oversight and Accountability Commission (MHSOAC). Progress has been made in our ability to better track revenues received and our ability to attach those revenues to the budget unit where services were delivered. Each year staff assignments to PEI effort are reviewed for comparison to actual use of staff time for this project. This is helpful in monitoring expenditures more accurately and using staff time more productively.

The plan development for the Wellness and Recovery Center is on hold temporarily. Infrastructure improvements have been made to the facility as planned. At present the facility is being used to house Kings View staff supporting the implementation of the Anasazi EHR, and is also being used as an on-site training center to train SYMHS staff in using the components of the Anasazi system. When the Anasazi system is fully implemented, the Wellness and Recovery Center refurbishment will be completed and will be repurposed to its intended use as a client and family activity center.

An Innovation planning process with stake holders in the community was conducted and completed. The draft developed from that process was posted for a thirty day comment period. Comments received were included in the final draft. This draft was presented to the Mental Health Advisory Board at a public hearing and was approved by that body for submission to the MHSOAC. The draft of the INN proposal was submitted to the MHSOAC work group who reviews these proposals for a pre-review and phone conference. Out of that discussion, suggestions were made to change the content of some of the proposals in the draft to better meet MHSOAC criteria. These suggestions were taken back to the authors of each of the projects contained in the proposal. The draft has been revised to reflect these suggestions. Each project has to have a way to measure effect and outcome. There also needs to be a

schedule for reporting results for inclusion in a written summary of the project at the end of a two year period. This last component is presently being worked on and should be completed soon. With these changes in place we will resubmit the INN proposal to the MHSOAC.

The WET Coordinator, Megan Spooner, MPA was hired and is now in place. SYMHS' WET program is now an active member the Central Region Partnership which has MHSA monies to spend on projects for counties centrally located in the state. SYMHS' WET program is now an active member of the state level monthly MHSA Workforce Education and Training meetings. A youth work force committee has been created at the County level which has developed a youth workforce program plan. The Youth Workforce Project consists of presentations of mental health career options in local high schools and at school career fairs and provides materials for students that outline the career path to the job they might be interested in. An Adult Workforce Committee has also been created which has outlined an adult work force plan. One of the elements of the plan is a curriculum for basic computer literacy training for our clients.

An Employee Scholarship Program has been planned, developed and now implemented. This program will be administered by the California Institute for Mental Health, (CiMH) which provides an independent, equitable selection process.

The WET Coordinator is an active member of the SYMHS Cultural Competence Committee, which meets monthly. The result has been the development of a series of cultural competency trainings for all SYMHS staff and contractors. An example of these trainings is the Latino Cultural Competence Training which will be held July 11, 2013.

The WET plan has sponsored attendance of four staff at the United Advocates for Children and Families training entitled "Educate, Equip and Support". Three additional staff members were able to attend the training on "WRAP Training in Wellness: Support for Peers".

4. Working with the Regional Housing Authority of Sutter and Nevada Counties, purchase and develop supported housing for Mental Health clients in Yuba County using MHSA housing funds.

SYMHS and the Regional Housing Authority worked together to identify a property in Marysville. The property selected was a six year old fourplex in very good condition. The Regional Housing Authority took the lead in working with the California Housing Finance Agency (CalHFA), the agency who holds the County's MHSA housing funds. After nine, months all requirements were met and on March 29, 2013 the process was completed. The Regional Housing Authority is now refurbishing the two available apartments and has given 90 day notice for existing occupants to move out of the remaining two units. It is expected that by June or July the property will be ready for 10 new Yuba County residents. An open house for interested members of the public, local officials and others is being planned prior to residents being placed in the facility.

5. Orient boards, managers, line staff and community to potential changes and impacts that will result from implementation of federal and state Health Care Reform legislation.
 - a. Position SYMHS to be in timely compliance with necessary changes as 2014 implementation deadlines approach.

Federal and State Health Care Reform updates have been shared with members of the Mental Health Board and Substance Abuse Advisory Board as part of the Director's Reports at their monthly meetings. Relevant information about Health Care Reform changes have been discussed at SYMHS' management team meetings, bi-monthly Managers & Supervisors meetings, and quarterly All Staff Meetings as appropriate. The Mental Health Director has

also shared appropriate updates at community meetings such as the Yuba County Children's Committee and the Community Partnership Meetings.

The Mental Health Director has attended several monthly meetings of the Yuba Sutter Health Services Committee which brings together health providers from both Sutter and Yuba counties to talk about the developments in health care that are a result of implementation of the Affordable Care Act.

***Sutter-Yuba Mental Health Services
Results of Departmental Program Goals
Identified for FY 2012-13***

Administrative Services and the Business Office (Steve Marshall and Donna Thompson)

1. Improve timeliness of annual cost report submission.

This is a goal we will continue to work on. This fiscal year the Department of Health Care Services was very late in providing Cost Report Templates and instructions for the FY 2010/2011 Cost Report (9/28/2012). FY 2011/2012 Cost Report Templates, Instruction Manual was made available on 12/14/2012, and policy guidance was also very late with the last item not issued until 4/5/2013. The result was that two Cost Reports had to be submitted in the same year. At this writing, we have just started work on the FY 2011/12 Cost Report, which will be especially difficult because this was a year of transition to the new Anasazi EHR. As a result, claims submitted both from Anasazi and from our legacy information system will need to be included in the Cost Report.

2. Closely monitor revenues and manage cash flow for both budget units.

Our capabilities in this area have been significantly enhanced by the addition of an Accountant II to the Business Office staff. We have seen improvement in this area as a result, but the true test will come at year-end closing.

3. Continue to improve timeliness and tracking of contract renewals and approvals.

Some improvement has been made, but more is needed. We will continue to work on this area and have recently made some considerable headway in developing a more orderly process.

Goals for Business Office

1. Revise and document business processes to effectively serve clients while maximizing efficiency in processes.

The Business Office continues to revise and document processes to better serve both clients and staff in the areas of services delivery, billing, and problem resolution.

1. The implementation of the Anasazi data system has increase sufficiency in both the intake and billing processes.
2. Modifications of processes have been made to more quickly process the intake and updating of client demographic and financial information that reduces the waiting time for both clients and clinicians.
3. UMDAP determinations are more accurate and the application of process is applied more consistently to all clients.
4. More accurate billing have resulting in increased revenues and decrease in time needed to roll claims from one insurance coverage to another.
5. Client concerns and problem resolution has been improved with the implementation of the Anasazi data system in that client records are more easily understood and corrected when need be.

2. Provide meaningful training to staff, including cross-training to ensure there is back-up available in all areas for assistance during periods of absence and increased workload.

Over the last year, Business Office staff have been busy learning the new Anasazi software which has provided greater insight into processes resulting in the modification of processes for efficiency, increased employee knowledge, and improved client care.

1. Anasazi has brought with it a better understanding of the UMDAP process and insurance billing
2. With all Business Office employees learning each part of the system, there has been more input into ways to improve and refine processes
3. Cross training within the Business Office continues to ensure that all tasks can be performed during absences and vacations.
4. Cross training continues to bring a new level of quality assurance to the demographic and financial requirements of the program.

***Sutter-Yuba Mental Health Services
Results of Departmental Program Goals
Identified for FY 2012-13***

Adult Outpatient Services (Linda Loos, Susan Redford, Mark Schlutsmeier, Emerita Banuelos, & Staff)

- Continue collaborative interdisciplinary and interdepartmental efforts to minimize and/or reduce adult re-hospitalizations in FY 2012-13. Adult Outpatient providers will work collaboratively with PHF & PES providers in a mutual effort to reduce adult re-hospitalizations utilizing collaborative discharge planning, ongoing consultation, pre-discharge engagement efforts, and targeted interdisciplinary interventions. Weekly interdisciplinary meetings occur regularly every Thursday from 8:30—9:30 am to consult on adult clients presenting with increased acuity, and to develop collaborative, interdisciplinary discharge plans for clients admitted to the SYMHS PHF or other psychiatric inpatient facilities. In FY 2011-12 we had 125 readmits to the PHF. The projected number of readmits to the PHF in FY 2012-13 is 98 (82 total re-admits through 10 months). *NOTE: **We have successfully met this goal for the past two years, and while efforts to reduce re-hospitalizations will continue with the protocols now in place, this goal will be retired for FY 2012-13.*
- Increase and improve access to mental health services for Latino clients. Monitor, track, and analyze data obtained from Latino Open Access Clinic, including implementation of a barrier analysis specific to this population. Utilize data obtained to determine efficacy of current efforts, identify barriers and to inform the development of additional strategies needed to address this goal. We're very excited that the PIP Workgroup decided to adopt and broaden the scope of this goal, identifying improved access, retention, and penetration rates for MediCal-eligible Latinos across programs as our current clinical PIP. *Latino Open Access Clinics* began implementation in April 2012, and as part of the initial implementation, Emerita Banuelos, LCSW developed a survey to be distributed at various points of contact in the local community. The survey was designed to identify barriers that are preventing or impeding access to services for Latinos. The results of this survey were quite useful in identifying a number of significant barriers, and the top three barriers have subsequently been targeted for intervention by the PIP Workgroup with the explicit goal of improving both access to services and penetration rates for Latino MediCal beneficiaries.

We have had a slow-growing response to the Latino Open Access Clinics, with a total of 37 people utilizing this service from April 2012 to March 2013. Based upon the results of the barrier analysis, Latino Ethnic Outreach staff, the Adult Outpatient Program Manager, and the PIP Workgroup have been engaged in the development of strategic interventions focused on improving community awareness, providing support with transportation needs, and improving our bilingual Spanish capacity. In Adult Outpatient, a bicultural/bilingual Peer Mentor Transporter was hired earlier this year for the express purpose of assisting Latino clients to more effectively access mental health services and to assist them to connect with available community resources and supports. In addition, we are planning to implement more frequent Outreach Events, with a focus on reaching into our local Latino communities. *NOTE: ***We plan to retain this goal, working in conjunction with the PIP Workgroup for FY 13-14, as we have not yet achieved the desired results we would expect to be demonstrated by*

improved access, retention, and penetration data for the Latino population in Sutter & Yuba Counties.

- Implement the Open Access Clinic/Alcohol and Other Drugs Clinical Disposition Pilot Protocol for six months following implementation. Collaboratively monitor, track, and analyze the data collected on a monthly basis and at the six month mark. Fine tune and troubleshoot protocol as needed and appropriate. Based on the data, monthly meetings, and six month analysis, determine if the protocol is achieving the desired results, and if so, finalize the protocol as our standard of practice.
In March and April of 2012, Mental Health and AOD staff met to collaboratively define clinical procedures and practices in order to:
 - More appropriately address the clinical needs of consumers presenting for services in Open Access Clinic (OAC) who were actively under the influence of alcohol and/or other drugs at time of presentation, and
 - Improve consultation, communication, and treatment recommendations between Adult Outpatient, AOD, PES, PHF, and community provider resources.

Out of these meetings, the OAC/AOD Clinical Disposition Pilot Proposal was developed and distributed for review and comments. After review and comment, the Clinical Disposition Pilot was adopted by both AOD and MH providers and implemented beginning April 4, 2012. "Milestone" meetings and consultations occurred regularly, throughout implementation, between OAC providers and PES, AOD, Sutter County Probation, Yuba County Victim Witness, Yuba County CPS, and providers at local medical clinics, to clarify clinical determination of medical necessity and other emergent issues. The data collected between April 2012 and March 2013 reflects the following:

- **1561** clients were seen in Open Access Clinic April 2012 through March 2013
- **255** of clients seen were determined to be actively under the influence at the time of presentation to OAC (16%)
- **255** clients were recommended for AOD treatment and services
- **165** of those recommended for AOD services accepted the recommendation (64% of those determined to be actively under the influence at OAC presentation)
- **90** clients declined all services, including MH and AOD, during OAC triage (35%)
- **All clients who declined services were invited to return to OAC** when not actively under the influence to be re-triaged and/or assessed
- **AOD staff tracked 120 total interagency/community referrals** for Options for Change (OFC) Phase I Group during the indicated time period. **Of those referrals, 48 engaged in OFC services; 72 consumers referred failed to show** for the initial and subsequent OFC scheduled group sessions.

The following observations are based on the data generated by the Clinical Disposition Pilot Study Implementation and provider feedback:

- MH and AOD providers now have a guideline to refer to when clients present in OAC actively under the influence of substances. With the utilization of this guideline, clinical determination is now made by careful review of available current and historical clinical data, consultation with referral sources, consultation with agency psychiatry staff, and consultation with the consumer's PCP or other treating specialist after ROIs have been obtained

- Clients are directed to the most immediate clinically appropriate service; the clinical protocol allows for consideration of co-occurring disorders (whether actively under the influence or not) and provides a guideline of appropriate clinical responses to the consumer's individual presentation
- The protocol allows for inclusion of UA toxicology screening, review of CURES reports, and collaborative sharing of clinical information to inform and facilitate the disposition.
- Collaboration between AOD, PES, CPS, Probation, community referral sources, and multiple medical clinic providers has significantly improved—especially via the nurse-to-nurse and/or nurse-to-doctor phone consultation practice. The clinical feedback loop is now circular with information shared prior, during, and following triage/assessment and disposition.
- Clients are offered individualized AOD services with providers assigned to both Adult Urgent Services and AOD programs. Providers monitor substance use with regular toxicology screening, motivational interviewing techniques, evaluation for detox services, intensive outpatient case management, and/or advocating for residential treatment services as appropriate.
- The protocol provides for increased monitoring of potential onset or increase of mental health symptoms and multi-disciplinary team review of consumer progress as the consumer reduces frequency and amount of use.
- Psychiatry staff reports a high level of ongoing satisfaction with the protocol.

It was decided to adopt this Clinical Disposition Pilot as the Adult Urgent Services OAC/AOD Clinical Guideline, and a DRAFT Policy and Procedure setting forth the guidelines and protocol was forwarded to Administration for comment and approval.

NOTE:****This goal will be retired as successfully met at the end of this fiscal year pending final approval of the proposed Policy and Procedure tentatively entitled: "Accessing Adult Outpatient Routine and Urgent Services".*

***Sutter-Yuba Mental Health Services
Results of Departmental Program Goals
Identified for FY 2012-13***

CSOC and Youth Services (Jackie Stanfill and Sandra Turnbull)

CSOC Services

1. Working with Youth Outpatient Manager and Victor Community Support Services (VCSS) Manager, create more consistent, tiered levels of care for the youth-serving system including Youth Outpatient, CSOC and Victor.
 - a. Analyze the CALOCUS data collected over the past year to evaluate efficacy of treatments as measured by reductions in CALOCUS score.
 - b. Utilize CALOCUS as a means of determining appropriate CSOC placement versus other youth mental health services.
Now using CALOCUS to determine level of care in triage to route to appropriate service level. CALOCUS data has not been analyzed. CALOCUS has been used to move youth from CSOC to Youth Outpatient or Victor as appropriate.
2. Establish an ongoing waiting list for CSOC services in order to streamline acceptance when there is availability. The list will be prioritized by acuity and need, using CALOCUS data where available. The waiting list has been established.
3. Successfully transition to the EHR, including learning how to run reports that will be useful in managing the program.
 - a. Track timeliness from referral to assessment.
EHR has not been useful for this. The program is putting in place a manual system with help of the Office Assistant III to track.
 - b. Track productivity of staff.
Using EHR reports to determine productivity.
 - c. Manage caseloads and availability.
EHR is not useful for this. Still using our manual system.

Youth Services

1. Work with VCSS and CSOC to provide a delivery system based on need and available resources.
CALOCUS is now being used across the board to match level of need and level of care. Along with the change in developing a single access point for VCSS and Youth Services (see goal number 3 below), children are more apt to start at the level of care that is appropriate to their need.
2. Develop and administer an ADHD clinic utilizing LVN and Pediatrician.
This has not been possible due to resignation of the Pediatrician and considerable medical leave of another psychiatrist.
3. With assistance from VCSS, develop a single access point for both VCSS and Youth Services to better utilize available resources.
This has been accomplished with transition occurring in August-October, and has been in full operation since November 2012.

4. Create opportunity to train and support community partners in use of Solution Focused Brief Therapy.

This has not been possible this year, with the resignations of two (2) therapist positions in Youth Services. Resources have not been available to build capacity in the community.

5. Assist department and the unit in on-going transition to the EHR System.

This has been an on-going process. Unit based super-users have been helping their team members to become quicker and more proficient in using the EHR.

***Sutter-Yuba Mental Health Services
Results of Departmental Program Goals
Identified for FY 2012-13***

Quality Assurance Office (Todd Harris (formerly Laura Ruble) & Staff)

1. Successfully recruit, hire, and train a new Quality Assurance Officer.
The new Quality Assurance Officer, Todd A. Harris, was hired on July 26, 2012.
2. Successfully recruit, hire, and train a support staff position in the Quality Assurance office.
After further evaluation of the critical needs in this area, it has been determined that a more permanent solution is needed.
A permanent position Medical Clerk is currently in process of recruitment.
3. Continue to oversee the implementation phases of our new Electronic Health Record.
Current implementation is in the preparation and action phases, as software has been installed, employees have been trained in utilization of the system and assessments and treatment plans are being created. This will involve updating several policies and procedures around the medical record usage and processes.
The implementation of our Electronic Health Record continues to proceed. To date, staff have been have been trained on multiple components including: the Index Card, Demographic Form, Diagnosis Form, Financials, Scheduler, Progress Notes, the Treatment Plan, and the Adult and Child Intake Forms. This includes training for Reception, Medical Records, Business Office, Clinical, Psychiatric Emergency Services, and Medical Provider staff. Training for the PES Brief Assessment, the PES Assessment and the Doctor's Homepage is pending as well as implementation of the Electronic Health Record on the PHF.
4. Maintain Documentation Training Modules for all areas of Medi-Cal documentation requirements. Trainings occur on a monthly basis in a classroom-like setting.
Documentation Training Modules are restarting after being in a period of hiatus due to the focus on implementation of the Electronic Health Record. Monthly trainings will commence again starting May 9, 2013.
5. Develop two new Performance Improvement Projects (PIPs) which focus on aspects of quality of care and access of our beneficiaries. The last two PIPs were concluded in March and reached successful outcomes.
The Latino Access Performance Improvement Projects and Foster Care Access Performance Improvement Projects have been started this year and both focus on quality of care and access of our beneficiaries. Both Performance Improvement Projects received positive feedback during our recent External Quality Review Organization audit.
6. Develop a chart review process for the Adult Outpatient program that mirrors that of the Youths Early Periodic Screening Diagnosis and Treatment (chart review).
The Adult Chart Review was instituted in November, 2012 and continues to meet on a monthly basis.

***Sutter-Yuba Mental Health Services
Results of Departmental Program Goals
Identified for FY 2012-13***

Psychiatric Health Facility (PHF) Program (Doug Bond MFT, Program Manager)

- Continue collaborative interdisciplinary and interdepartmental efforts to minimize and/or reduce adult re-hospitalizations for the '12—'13 fiscal year. Adult Outpatient providers will work collaboratively with PHF and PES providers in a mutual effort to reduce adult re-hospitalizations utilizing collaborative discharge planning, ongoing consultation, pre-discharge engagement efforts, and targeted interdisciplinary interventions.
We were able to meet this goal. In fiscal year 2011-12 we had 125 readmits to the PHF. The projected number of readmits to the PHF in fiscal year 2012-13 is 98 (82 through 10 months).
- Provide a minimum of twelve in-service trainings.
We provided nine in-service trainings in fiscal year 2012-13.
- Update a minimum of twelve policies and procedures.
This goal was not met.

Psychiatric Emergency Services (PES) Program (Doug Bond MFT Program Manager)

- Continue collaborative interdisciplinary and interdepartmental efforts to minimize and/or reduce adult re-hospitalizations for the '12—'13 fiscal year. Adult Outpatient providers will work collaboratively with PHF and PES providers in a mutual effort to reduce adult re-hospitalizations utilizing collaborative discharge planning, ongoing consultation, pre-discharge engagement efforts, and targeted interdisciplinary interventions.
We were able to meet this goal. In fiscal year 2011-12 we had 125 readmits to the PHF. The projected number of readmits to the PHF for fiscal year 2012-13 is 98 (82 through 10 months).
- Provide a minimum of twelve in-service trainings.
We provided nine in-service trainings in fiscal year 2012-13.
- Update a minimum of twelve policies and procedures.
This goal was not met due to staffing issues.

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JUN 17 2013

Clerk/Board of Supervisors

TITLE 14. DEPARTMENT OF FISH AND WILDLIFE

[Notice published June 14, 2013]

NOTICE OF PROPOSED RULEMAKING

NOTICE IS HEREBY GIVEN that the Department of Fish and Wildlife (Department) proposes to adopt the regulations described below after considering all comments, objections, and recommendations regarding the proposed action. The Department invites interested persons to present statements or arguments with respect to alternatives to the regulations at the scheduled hearing or during the written comment period.

PUBLIC HEARING

The Department will hold a public hearing meeting on July 30, 2013, from 1:30-3:30 p.m., at the Resources Building located at 1416 9th Street, Sacramento, California, in the first floor auditorium. The auditorium is wheelchair accessible. At the public hearing, any person may present statements or arguments orally or in writing relevant to the proposed action described in the Informative Digest. The Department requests, but does not require, that the persons who make oral comments at the hearing also submit a written copy of their testimony at the hearing.

WRITTEN COMMENT PERIOD

Any interested person, or his or her authorized representative, may submit written comments relevant to the proposed regulatory action to the Department. All written comments must be received by the Department at the office below not later than 5:00 p.m. on July 30, 2013. All written comments must include the true name and mailing address of the commenter.

Written comments may be submitted by mail, fax, or e-mail as follows:

Department of Fish and Wildlife
Mike Randall
1416 9th Street, Room 1208
Sacramento, CA 95814
Fax: (916) 653-9890
E-mail: mike.randall@wildlife.ca.gov

AUTHORITY

Fish and Game Code sections 395, 396, 713, 1002, 1050, 1053, 2118, 2120, 2122, 2150, 2150.2 and 2157 authorize the Department to adopt these proposed regulations.

REFERENCE

The proposed regulations implement, interpret, and make specific sections 355, 356, 395, 396, 398, 713, 1050, 1053, 2116, 2116.5, 2117, 2118, 2120, 2125, 2150, 2150.2, 2150.4, 2151, 2157, 2190, 2193, 2271, 3005.5, 3007, 3031, 3503, 3503.5, 3511, 3513, 3950, 10500, 12000 and 12002 of the Fish and Game Code.

Title 50, Code of Federal Regulations, Parts 21.29 and 21.30.

INFORMATIVE DIGEST/POLICY STATEMENT OVERVIEW

Background:

The Department of Fish and Wildlife (Department) and the Fish and Game Commission (Commission) are in the process of promulgating new regulations for the practice of falconry in California. In order to comply with federal requirements, the Commission adopted new regulations for the practice of falconry in the state on March 6, 2013, in Section 670, Title 14, CCR. The regulations currently proposed by the Department in Section 703 provide for the establishment of falconry fees and forms in accordance with the new provisions of Section 670. The effective date for the new regulations in both sections 670 and 703 is January 1, 2014.

The actions proposed will allow the Department to recover its costs for licensing, permitting and inspection activities associated with the practice of falconry in California. The action will increase the workload and costs to the Department; however these costs will be borne by the permit holders. Pursuant to sections 1050 and 2150.2 of the Fish and Game Code, the Department has set forth in Section 703 fees for permits, permit applications and facility inspections in amounts sufficient to cover the costs of administering, implementing, and enforcing the falconry regulations in Section 670.

Additionally, in accordance with Section 700.4, Title 14, CCR, all licenses, tags, permits, reservations or other entitlements purchased via the Automated License Data System (ALDS) shall be subject to a three percent nonrefundable application fee, not to exceed seven dollars and fifty cents (\$7.50) per item, to pay the Department's costs for issuing that license, tag, permit, reservation or other entitlement. The total cost including ALDS will appear on the relevant form.

Proposed Amendments To Section 703:

The Department is proposing to amend Section 703, Title 14, CCR, by adding a new subsection 703(b)(1) to provide falconry fees, forms and permits, in accordance with Section 670 which establishes a State falconry permitting program. The effective date for the new regulations in Section 703 is January 1, 2014 simultaneous with Section 670. The proposed regulatory changes are needed to allow the Department to recover its costs in implementing a falconry program in California.

The following is a summary of the fees proposed in Section 703(b)(1):

703(b)(1)(A) 2013-2014 Falconry Fees	New Fee (Eff. 1/1/14)
1. License Application	\$ 13.75
2. Examination	\$ 50.00
3. Inspection Fee for 1 to 5 enclosures	\$ 259.00
Each enclosure over 5	\$ 12.75
4. Re-inspection	\$ 216.00
5. Data Entry of Federal Form 3-186A	\$ 12.75
6. Special Raptor Capture Drawing Application	\$ 7.50
7. Special Raptor Capture Permit	\$ 12.75
8. Nonresident Falconer Raptor Capture Permit	\$ 319.00

The forms are proposed to be incorporated by reference in Section 703(b)(1):

703(b)(1) Forms	New Form (date)
(B) Falconry License Renewal Application	FG 360 (New 2/13)
(C) New Falconry License Application	FG 360b (New 2/13)
(D) Apprentice Falconer's Annual Progress Report	FG 360c (New 2/13)
(E) Raptor Facilities and Falconry Equipment Inspection Report	FG 360d (New 2/13)
(F) Resident Falconer Raptor Capture Recapture and Release Report	FG 360f (New 2/13)
(G) Falconry Hunting Take Report	FG 360h (New 2/13)
(H) Special Raptor Capture Drawing Application	FG 360i (New 2/13)
(I) Nonresident Falconer Application for Raptor Capture Permit	FG 361 (New 2/13)
(J) Nonresident Falconer Raptor Capture Permit and Report	FG 361a (New 2/13)

Benefits of the proposed regulation:

Regulations for the practice of falconry in California are contained in Title 14, CCR, Section 670. Under these regulations, the Department issues licenses and permits, inspects facilities, and monitors falconry activities. The new provisions of Section 703 set forth the necessary fees and forms in accordance with Section 670. The benefits of the proposed regulations are concurrence with Federal law, and sustainable management of the State's raptor populations while continuing to provide recreational opportunity. Fees proposed under Section 703 will ensure that adequate funding is available for the Department to continue issuing licenses, inspecting falconry facilities, and monitoring the capture and disposition of wild raptors for the practice of falconry.

Consistency with existing regulations:

The Fish and Game Commission adopted new regulations for falconry on March 6, 2013, in Section 670, Title 14, CCR. The new regulations were developed to meet federal requirements of the U.S. Fish and Wildlife Service as outlined in 50 CFR 21.29 and 21.30. The Department conducted a search of the CCR and the proposed regulations are neither inconsistent nor incompatible with existing State regulations related to the practice of falconry. The proposed regulations are compatible with existing federal falconry regulations.

DISCLOSURES REGARDING THE PROPOSED ACTION:

Mandate on local agencies or school districts: None

Costs or savings to any state agency: The fees established by the Department are in an amount sufficient to recover all reasonable administrative and implementation costs relating to the falconry program.

Cost to any local agency or school district which must be reimbursed in accordance with Government Code sections 17500 through 17630: None

Other nondiscretionary costs or savings imposed on local agencies: None

Costs or savings in federal funding to the state: There are no related costs or savings in Federal Funding to the State.

Significant, statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states:

The proposed action will affect a relatively small number of individuals engaged in the practice of falconry in California, primarily for recreation. The Department anticipates that the proposed regulations will affect very few, if any, businesses that rely on raptors. Therefore 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. Considering the small number of permits issued over the entire state, this proposal is economically neutral to business.

Effect on small business: The Department concludes that the proposed regulations are unlikely to affect small business. The proposed action will affect a relatively small number of individuals engaged in the practice of falconry in California, primarily for recreation. The Department anticipates that the proposed regulations will affect very few, if any, businesses that rely on raptors.

Cost impacts on a representative private person or business: There will be costs to private persons (e.g. falconers) who are among the 575 current licensees, and new applicants, who must comply with this proposed regulation. However, generally, the new fees are not charged annually but are charged one-time dependent on the service extended by the state. Those one time fees, listed as 1-3, are: initial License Application, \$13.75; Examination, \$50.00; and initial Inspection, \$259.00 (and \$12.75 for addition enclosures); totaling \$322.75. The re-inspection fee, 4, is only charged when there is a failed inspection. The other fees, listed as 5-8, are charged based on the falconer's request for the service.

The fees established by the Department are in an amount sufficient to recover all reasonable administrative and implementation costs relating to the falconry program.

Significant effect on housing costs: None

RESULTS OF THE ECONOMIC IMPACT ANALYSIS

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:

The Department 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.

Benefits of the regulation to the health and welfare of California residents, and the state's environment:

The Department expects that the proposed regulations concerning falconry fees and permits will provide non-monetary benefits to the environment and to the health and welfare of California residents by improving the monitoring and reporting of raptor captures and the take of wildlife under a falconry permit. It is the policy of this state to encourage the conservation, maintenance, and utilization of existing raptor populations for their ecological values and for their use and enjoyment by the public. Adoption of a self-supporting falconry program in California, including raptor species harvest quotas and inspection of raptor housing facilities, supports preservation of sustainable raptor populations for their continued existence in California.

The Department does not anticipate benefits to 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.

CONSIDERATION OF ALTERNATIVES:

The intent of the proposed regulation is to implement new Department fees and forms in accordance with the Commission's newly adopted falconry regulations in Section 670. The Department must determine that no reasonable alternative it considered or that has otherwise been identified and brought to its attention would be more effective in carrying out the purpose for which the action is proposed, would be as effective as and less burdensome to affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

MITIGATION MEASURES REQUIRED BY REGULATORY ACTION:

The proposed regulatory action will have no negative impact on the environment; therefore, no mitigation measures are needed.

CONTACT PERSONS

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AVAILABILITY OF THE INITIAL STATEMENT OF REASONS, TEXT OF PROPOSED REGULATIONS, AND RULEMAKING FILE:

The Department will have the entire rulemaking file available for inspection and copying at its office at 1416 9th Street, Sacramento. As of the date this notice is published, the rulemaking file consists of this notice, the proposed text of the regulations, the proposed Falconry Forms, the Economic Impact Analysis, the Economic and Fiscal Impact Assessment (STD. Form 399) and the Initial Statement of Reasons. Please direct requests for copies of the rulemaking file to Mike Randall as indicated above.

AVAILABILITY OF DOCUMENTS ON THE INTERNET:

Website Access: The entire rulemaking file can be found at:
www.dfg.ca.gov/news/pubnotice

AVAILABILITY OF CHANGED OR MODIFIED TEXT:

After holding the hearing and considering all timely and relevant comments received, the Department may adopt the proposed regulations substantially as described in this notice. If the Department makes modifications which are sufficiently related to the originally proposed text, it will make the modified text (with the changes clearly indicated) available to the public for at least 15 days before the Department adopts the regulations as revised. Please send requests for copies of any modified regulations to the attention of Mike Randall as indicated above. The Department will accept written comments on the modified regulations for 15 days after the date on which they are made available.

AVAILABILITY OF THE FINAL STATEMENT OF REASONS:

Upon its completion, copies of the Final Statement of Reasons may be obtained by contacting Mike Randall as indicated above.