

BOARD OF SUPERVISORS

AGENDA

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



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

JULY 9, 2013

8:30 A.M. YUBA COUNTY WATER AGENCY

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Vasquez
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Clerk of the Board of Supervisors
 1. Approve minutes of the meetings of June 18 and 25, 2013. (265-13)
 2. Approve revised Conflict of Interest Code for Wheatland Cemetery District. (266-13)
 3. Appoint Debra J. Coker to the Wheatland Cemetery District for a term to expire July 9, 2017. (267-13)
 - B. Community Development and Services
 1. Approve addendum to agreement with Decade Software Company LLC for continued data management software licensing and authorize Chair to execute. (268-13)
 2. Approve specifications and estimate and authorization to bid for 2013 Micro Surfacing Various Locations with a tentative bid opening date of August 1, 2013. (269-13)
 3. Adopt resolution approving 2014-2015 Community Services Block Grant Community Action Plan. (270-13)
 - C. Emergency Services
 1. Adopt resolution authorizing Director to execute memorandums of understanding with restaurants and hotels for services during times of emergency. (271-13)
 - D. Sheriff-Coroner
 1. Approve agreement with Department of Agriculture, Tahoe National Forest, for law enforcement to fight controlled substances on forestland and authorize Chair to execute. (272-3)
- IV. **SPECIAL PRESENTATION**
 - A. Present Certificate of Recognition to the Agents of Change for excellence in serving our community. (No background material) (Ten minute estimate) (241-13)
 - B. Present proclamation to Casa de Esperanza declaring July 2013 as Sexual Assault Awareness Month in the County of Yuba. (Ten minute estimate) (273-13)

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. **CORRESPONDENCE** - (274-13)

- A. Financial statements and audit for Browns Valley Cemetery District for years ended June 30, 2010 and 2011.
- B. Letter from Sutter-Yuba Mental Health Services enclosing Substance Abuse Advisory Board Annual Year-End Report for Fiscal Year 2012-2013.
- C. Notices from State Fish and Game Commission relating to upland game bird, waterfowl hunting, and commercial herring fishery.
- D. Minutes from California Wildlife Conservation Board meeting March 11, 2013 affecting Yuba County.
- E. Letter from Yuba County Superior Court enclosing Grand Jury reports entitled County Building Permit Fee Structure Update, Jail Inspection, and Juvenile Hall Report for fiscal year 2012-2013.
- F. Notice from Three Rivers Levee Improvement Authority regarding offer to sell surplus land indentified as APN 018-190-111 and 018-190-112.

VII. **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.

VIII. **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 - Public Health Officer
- B. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/Unrepresented and County of Yuba
- C. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Claim

IX. **RECESS TO 1:30 P.M.**

X. **STUDY SESSION**

- A. Receive update on County Resource Efficiency Plan and information on energy solutions and provide direction as appropriate. (90 minute estimate) (275-13)

XI. **ADJOURN**

10:15 A.M. Human Services Committee - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

- A. Consider agreement with Department of Social Services for agency adoption services - Health and Human Services (Ten minute estimate) (276-13)
- B. Consider agreement with GraceSource Inc. for differential response services - Health and Human Services (Ten minute estimate) (277-13)

07/12/2013 - 11:00 A.M. Olivehurst Public Utility District/County Liaison Committee
Yuba County Government Center
915 8th Street, Marysville Conference Room
Marysville, California 95901

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.

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CONSENT
AGENDA

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The County of Yuba

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



JUNE 18, 2013 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Vasquez presided.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All present

MOTION: At the request of counsel, move to add one case of pending litigation pursuant to Government Code §59556.9(d)(2) as Item X.E. as the need to take action arose subsequent to the agenda being posted.

MOVED: Hal Stocker

SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

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

MOTION: Move to approve

MOVED: John Nicoletti

SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

A. Administrative Services

1. Approve Airport lease agreement with Michael Radtke for corporate hanger lease site 11, hangar 1, and authorize Chair to execute. (232-13) Approved.

B. Clerk of the Board of Supervisors

1. Approve meeting minutes of June 4, 2013. (233-13) Approved.

C. Community Development and Services

1. Authorize Auditor to disburse \$463,416.72 in Measure D Funds from Fund 807 in the following amounts; \$440,477.59 to County Road Fund 102; \$18,536.67 to City of Marysville; and \$4,402.46 to City of Wheatland. (234-13) Approved.

2. Approve Plans, Specification and Estimates; authorization for advertisement of bids for Powerline Road Bike and Pedestrian Improvements Safe Routes to School Phase III; and authorize Chair to execute. (235-13) Approved.
3. Adopt resolution amending the Community Services Block Grant (CSBG) 2013 Community Services Commission standard agreement and authorizing Chair to execute. (249-13) Adopted Resolution No. 2013-60, which is on file in Yuba County Resolution Book No. 44, entitled: "ADOPT AN AMENDED CSBG 2013 YUBA COUNTY COMMUNITY SERVICES COMMISSION STANDARD AGREEMENT."

D. County Administrator

1. Authorize Budget Transfer in the amount of \$9,274 appropriating AB 109 Public Defender funding to Account No. 101-2300-420-2300 (Professional Services). (236-13) Approved.

E. Health and Human Services

1. Approve Medi-Cal Targeted Case Management Provider Participation Agreement with California Health and Human Services to allow participation and authorize Chair to execute.(237-13) Approved.
2. Adopt resolution authorizing the Chair to accept funds on behalf of the Health and Human Services Department from the State of California Department of Social Services Transitional Housing Placement-Plus Fiscal Year 2013/2014 and authorize the Chair to execute any related documents. (238-13) Adopted Resolution No. 2013-61, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING THE CHAIR TO ACCEPTS FUNDS, ON BEHALF OF THE HEALTH AND HUMAN SERVICES DEPARTMENT, FROM THE STATE OF CALIFORNIA DEPARTMENT OF SOCIAL SERVICES TRANSITIONAL HOUSING PLACEMENT-PLUS COMMENCING STATE FISCAL YEAR 2013/2014 AND AUTHORIZE THE CHAIR TO EXECUTE ANY PERTINENT DOCUMENTS RELATED TO THE PROGRAM."
3. Adopt resolution authorizing agreement for the Multipurpose Senior Services Program and authorizing Chair to execute documents as required by agreement and acceptance of funds. (Human Services Committee recommends approval) (239-13) Adopted Resolution No. 2013-62, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT TO ENTER INTO AGREEMENT WITH THE STATE OF CALIFORNIA FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM FOR THE TERM OF JULY 1, 2013, THROUGH JUNE 30, 2014, AND AUTHORIZE THE CHAIR TO EXECUTE DOCUMENTS AS REQUIRED BY THE AGREEMENT AND ANY PERTINENT DOCUMENTS RELATED TO THIS PROGRAM AND TO AUTHORIZE THE ACCEPTANCE OF FUNDS."

F. Yuba-Sutter Economic Development Corporation

1. Adopt resolution approving the amendment to the Yuba County Action Plan within the 2013-2014 Comprehensive Economic Development Strategy Plan for the Yuba-Sutter Economic Development District. (240-13) Adopted Resolution No. 2013-63, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION APPROVING THE AMENDMENT TO THE YUBA COUNTY ACTION PLAN WITHIN THE 2013-2014 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY FOR THE YUBA-SUTTER ECONOMIC DEVELOPMENT DISTRICT AS PREPARED AND RECOMMENDED BY YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION."

IV. SPECIAL PRESENTATION

- A. Present Certification of Recognition to the Agents of Change for excellence in serving our community. (241-13) Postponed.

V. PUBLIC COMMUNICATIONS: None.

VI. COUNTY DEPARTMENTS

A. Community Development and Services

1. Adopt resolution accepting grant agreement from Yuba County Water Agency for construction of the Marysville Road slipout repair, awarding contract to Staples Construction Company, Inc. utilizing the National Joint Powers Alliance, and authorizing Public Works Director to execute and administer both contracts. (Ten minute estimate) (242-13) Community Development Director Kevin Mallen recapped the slipout, repair, and responded to Board inquiries.

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

Adopted Resolution No. 2013-64A, which is on file in Yuba County Resolution Book No. 44, entitled: "A RESOLUTION ACCEPTING GRANT AGREEMENT FROM THE YUBA COUNTY WATER AGENCY TO COVER THE CONSTRUCTION COST OF THE MARYSVILLE ROAD SLIPOUT REPAIR, AND AWARDING A CONTRACT FOR SAID WORK TO STAPLES CONSTRUCTION COMPANY, INC. FOR \$1,166,512 UTILIZING THE NATIONAL JOINT POWERS ALLIANCE, AND AUTHORIZING PUBLIC WORKS DIRECTOR TO SIGN FOR AND ADMINISTER BOTH CONTRACTS."

B. County Administrator

1. Receive Proposed Budget for Fiscal Year 2013-2014 and make available for public review; adopt as County's interim spending plan, including allocation changes, pending adoption of final budget; acknowledge balanced budget with use of one-time funds, State actions may require significant adjustments, and restoration of reductions will require equivalent reductions; set budget workshops for August 13 and 20, 2013; and set final budget hearings for September 17 - 24, 2013. (Fifteen minute estimate) (243-13) County Administrator Robert Bendorf provided a PowerPoint presentation on the proposed budget totaling \$180,284,217 recapping revenue allocations and the following:
 - No increases in General Fund Appropriation for most departments
 - Reduce General Fund Contingencies to \$294,872
 - Reduce General Fund Reserves to \$1,153,705
 - Reliance on one-time funds for ongoing expenditures - \$832,900
 - Appropriation of General Fund Discretionary Revenue for General Government - \$7,193,829
 - Appropriation of General Fund Discretionary Revenue for Land Use - \$329,674
 - Appropriation of General Fund Discretionary Revenue for Health Services - \$289,608
 - Appropriation of General Fund Discretionary Revenue for Social Service - \$324,341
 - Appropriation of General Fund Discretionary Revenue for Public Protection - \$17,844,828
 - Significant Costs: Health Insurance Employer Share of Costs: \$10,587,930 - Pensions: \$8,775,994
 - Five Layoffs Proposed - Library: Two - Victim Witness: One - Administrative Services: Two
 - Operational Impacts to Various Departments

- Pending Issues including General Fund Balance, Health Insurance Increases, State Impacts
- Budget Planning for Fiscal Year 2014-2015

Assessor Bruce Stottlemeyer responded to Board inquiries regarding Prop 8 values advising at roll closure an increase would be realized for the first time in five years.

Supervisor Vasquez requested Board review and reconsideration of the Safety Sales Tax allocation process.

Supervisor Abe left the chambers at 11:07 a.m. and returned at 11:08 a.m.

Auditor Richard Eberle supported recommendations and expressed concerns regarding ongoing revenues not meeting expenditures.

The following individuals spoke:

Mr. Michael Paine - Friends of Library, Library Advisory Commission

MOTION: Move to accept Proposed Budget for Fiscal Year 2013-2014 and make available for public review

MOVED: Mary Jane Griego SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to adopt Proposed Budget 2013-2014 as County's interim spending plan, including allocation changes, pending adoption of final budget; acknowledge balanced budget with use of one-time funds, State actions may require significant adjustments, and restoration of reductions will require equivalent reductions

MOVED: Hal Stocker SECOND: Roger Abe

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to set budget workshops for August 13 and 20, 2013; set final budget hearings for September 17 - 24, 2013; and schedule Board review of services and funding for special districts and cities in October.

MOVED: John Nicoletti SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

2. Approve deferring salary increases for management, confidential, and elected department heads until July 1, 2014. (Ten minute estimate) (244-13) County Administrator Robert Bendorf recapped the process for increases and purpose of deferral.

Supervisor Abe requested Board members to consider a pay cut and suspending the car allowance at a future Board meeting.

MOTION: Move to approve MOVED: Roger Abe SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

3. Adopt resolution repealing and enacting Section B-3 Budget and Financial Policy of the Administrative Policy and Procedures Manual lowering general fund reserves from six to five percent. (Fifteen minute estimate) (245-13)

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

Adopted Resolution No. 2013-64, which is on file in Yuba County Resolution Book No. 44, entitled:
"RESOLUTION REPEALING AND ENACTING SECTION B-3 BUDGET AND FINANCIAL
POLICY OF THE YUBA COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL."

C. Library

1. Adopt schedule of hours open to the public for the Yuba County Library effective July 1, 2013. (246-13)
Interim Library Director Kevin Mallen recapped staffing, hours, and responded to inquiries.

The following individuals spoke:

- Ms. Susan Townsend
- Mr. Charles Johnston
- Ms. Aleta Zak

MOTION: Move to approve Library open hours Tuesday – Friday 12:00 to 6:00 p.m. and closed Saturday through Monday and continue looking for funding opportunities to allow Saturday hours without cost increase

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

VII. ORDINANCES AND PUBLIC HEARINGS: The Clerk read the disclaimer.

- A. Public Hearing - Hold public hearing and adopt resolution amending Community Development Block Grant (CDBG) Program Income Reuse Plan a reuse plan governing program income from CDBG assisted activities. (Five minute estimate) (247-13) Yuba Sutter Economic Development Corporation Loan Officer Jackie Slade recapped plan changes, clerical changes to resolution, and responded to Board inquiries.

Chairman Vasquez opened the public hearing.

MOTION: Move to close public hearing and adopt resolution
MOVED: John Nicoletti SECOND: Mary Jane Griego
AYES: John Nicoletti, Mary Jane Griego, Andy Vasquez, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2013-65, which is on file in Yuba County Resolution Book No. 44, entitled:
"ADOPT AN AMENDED CDBG PROGRAM INCOME REUSE PLAN, A REUSE PLAN GOVERNING
PROGRAM INCOME FROM CDBG ASSISTED ACTIVITIES."

VIII. CORRESPONDENCE - (248-13)

- A. Letter from Sarbdeep H. Atwal relating to requirement of Conditional Use Permit for tree farming in the Plumas Lake General Plan area. Referred to Community Development and Services to bring forward for Board consideration.
- B. Letter from Thomas R. Boyko, Department of Energy Western Area Power Administration, regarding trees and orchards planted within transmission line easements. Received.

IX. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego

Meeting Attended:

- LGC Directors meeting June 13, 2013
- OPUD Liaison June 14, 2013
- SACOG Strategic Planning Committee June 17 2013
- Water Agency POD Committee June 17, 2013

Supervisor Nicoletti

- Upcoming travel out of state
- Memorial Adjournment - Mr. Bob Swift, Mr. Ernest Speckert Sr., and Ms. Sharon Sperbeck Beeler
- China Delegation visit June 25, 2013 and establishing Friendship Community Relationship

Supervisor Stocker

Meetings Attended:

- Assemblyman Logue Town Hall held June 17, 2013
- SACOG Strategic Planning Committee June 17, 2013
- Kibbe Road regarding aggregate travel
- Browns Valley School Volunteer Awards Recognition

Supervisor Abe

Meetings Attended:

- June 5 Regional Flood Management meeting
- June 6 BLMC Bowling Competition
- June 7 Water Agency Training
- June 12 Planning/Ordinance Development Open House
- June 13 Graduation Ceremony and Grad Night Activities
- June 14 OPUD Liaison
- June 17 Assemblyman Logue Town Hall (Williamson Act) and Water Agency POD Committee

Environmental Health Tej Maan: Sewage and septic complaint at Joshua Men's Center resolved with no immediate health concerns

Supervisor Vasquez

- Requested proclamation recognizing Laura Carpenter

Meetings attended:

- Linda Liaison June 12, 2013
- June 14 Area 4 Agency on Aging,
- Father's First Graduation June 9
- Yuba County Fly-In and Air Show June 8

County Administrator Robert Bendorf

- ° June 18 meeting with State Department of Housing and Community Development staff regarding program repayment associated with the housing rehabilitation and business assistance loan programs
- ° Out of office June 19 -21, 2013

X. CLOSED SESSION: The Board retired into closed session at 12:40 p.m. and returned at 1:07 p.m. with all present as indicated above.

A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 021-150-061/Roberta Butler Negotiating Parties: Kevin Mallen Negotiation: Terms and Price By unanimous vote, the Board initiated eminent domain.

B. Pending litigation pursuant to Government Code §54956.9(a) - Fullmer vs. County of Yuba By unanimous vote, the Board referred the matter to Porter Scott.

C. Threatened litigation pursuant to Government Code §54956.9(b) - Claim of Lucha et al By unanimous vote, the Board denied the claim and referred the matter to Porter Scott.

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

E. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Case Information was provided.XI

XI. ADJOURN: 1:07 p.m. in memory of Mrs. Sharon Beeler, Mr. Ernest Speckert Sr., and Mr. Bob Swift.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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The County of Yuba

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



JUNE 25, 2013 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:38 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, Chief Counsel John Vacek, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Vasquez presided.

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

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

A. Administrative Services

1. Authorize Budget Transfer in the amount of \$10,000 for Fund 126 to adjust revenue to cover enterprise zone management services. (250-13) Approved.
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) Approved.

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) Approved.

C. Board of Supervisors

1. Adopt resolution supporting a Friendship Community relationship with Yantai, China. (253-13) Adopted Resolution No. 2013-66 which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION SUPPORTING ORIGINATION OF A FRIENDSHIP COMMUNITY RELATIONSHIP WITH YANTAI, CHINA."
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) Accepted.

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) Pulled. No action taken.

D. Clerk of the Board of Supervisors

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

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) Approved.

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) Approved.

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) Adopted Resolution No. 2013-67, which is on file in Yuba County Resolution Book No. 44, entitled: "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 AUTHORITY ON BEHALF OF THE COUNTY OF YUBA TO EXECUTIVE REQUIRED GRANT DOCUMENTS."

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) Approved.

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) Supervisor Nicoletti welcomed Yantai Free Port officials, recapped recent exchange of products and visit to Yantai, and read and presented resolution. Mr. Yu Huawen accepted the resolution and discussed Yantai and the business and commodity opportunities at the Free Port. Yantai Free Port officials included:
- Mr. Yu Huawen, General Director
 - Ms. Chen Xinzi, General Director
 - Mr. Zang Hai, Department Chief
 - Mr. Jiang Ruimin, General Manager

V. PUBLIC COMMUNICATIONS: None.

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) (261-13) County Administrator Robert Bendorf recapped the overpayment and responded to inquiries.

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

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) (262-13) Emergency Services Manager Scott Bryan and County Administrator Robert Bendorf recapped funding agreement for CalFire dispatch services in the foothills and responded to inquiries. Chairman Vasquez formed an ad hoc committee appointing Supervisor Stocker and himself to review how services are provided for the JPA fire districts and future administration of contract.

The following individuals spoke:

Ms. Jacqueline , Browns Valley Community Services District
Cal Fire Division Chief Chris Desena

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

Adopted Resolution No. 2013-68, which is on file in Yuba County Resolution Book No. 44 entitled: "RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD TO EXECUTE THE COOPERATIVE FIRE PROTECTION AGREEMENT, (SCHEDULE A CONTRACT)."

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) (263-13) Treasurer Dan Meirzwa recapped the types of bonds issued, debt service, and responded to Board inquiries.

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

Adopted Resolution No. 2013-69, which is on file in Yuba County Resolution Book No. 44, entitled: "A RESOLUTION AUTHORIZING THE 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."

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

VIII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego:

- Memorial Adjournment - Mrs. Dorothy Hunt

Meetings Attended:

- SACOG Board June 20, 2013
- Y-S Transit Authority and Regional Waste Management Authority Boards June 20, 2013

Supervisor Abe left at 10:48 a.m. and returned at 10:49 a.m.

Supervisor Stocker:

- Memorial Adjournment - Mr. Gary Crane
- Joshua House
- SACOG Blueprint

Chief Counsel John Vacek and County Clerk Recorder Terry Hansen: Supreme Court Decision regarding preclearance

IX. CLOSED SESSION: The Board retired into closed session at 11:02 a.m. and returned at 11:08 a.m. with all present as listed above.

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

X. ADJOURN: 11:09 a.m. in memory of Mrs. Dorothy Hunt and Mr. Gary Crane.

Chair

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____


The County of Yuba

Clerk of the Board of Supervisors

266-13



July 9, 2013

TO: Board of Supervisors
FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors 
SUBJECT: Conflict of Interest Code approval for Wheatland Cemetery District

Recommendation

Approve revised Conflict of Interest Code for Wheatland Cemetery District.

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 Wheatland Cemetery District. 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

WHEATLAND CEMETERY DISTRICT

P. O. Box 281
Wheatland, CA 95692
Telephone: (530) 633-2964

June 10, 2013

RECEIVED

JUN 14 2013

Clerk/Board of Supervisors

Donna Stottlemeyer
Clerk of the Board of Supervisors
Yuba County Board of Supervisors
Government Center
915 8th Street, Suite 109
Marysville, CA 95901-5273

RE: Local Government Agency Submission of Proposed Conflict of Interest Code

Dear Ms. Stottlemeyer:

This agency has reviewed its' proposed Conflict of Interest Code and has determined that:

- ☐ The agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decision made by those designated positions; and further that the code includes all the provisions required by Government Code § 87302; or
- ☒ The agency requests its Conflict of Interest Code be approved by the Yuba County Board of Supervisors:
 - ☒ New positions which must be designated were included;
 - ☐ Changes were made to the reportable sources of income, investments, business positions or real property;
 - ☒ Changes or added provisions required by Government Code § 87302;
 - ☐ Adoption of Standard Conflict of Interest Code;
 - ☒ Attached hereto is a copy of the Agency's proposed Conflict of Interest Code for approval by the Yuba County Board of Supervisors as code reviewing body.

Should you have any questions or concerns, please feel free to contact our Manager and the Secretary to the Board of Directors, Holly Welch at the number listed above.

Sincerely yours,



Robert C. Bradshaw, Chairman of the Board
WHEATLAND CEMETERY DISTRICT

WHEATLAND CEMETERY DISTRICT

P. O. Box 281
Wheatland, CA 95692
Telephone: (530) 633-2964

CONFLICT OF INTEREST CODE FOR THE WHEATLAND CEMETERY DISTRICT COUNTY OF YUBA

(A) The Political Reform Act of 1974, Government Code § 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 § 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations § 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth are hereby incorporated by reference and constitute the Conflict of Interest Code of the WHEATLAND CEMETERY DISTRICT.

(B) Pursuant to Government Code § 81008 and 2 California Code of Regulations § 18730(b)(4), all designated employees shall file Statements of Economic Interests (FPPC form 700) with the WHEATLAND CEMETERY DISTRICT. Statements for all designated employees shall be retained by the agency, which shall make the statements available for public inspection and reproduction.

(C) Designated employees are set forth in Appendix A, attached hereto and incorporated herein by reference. Disclosure categories are set forth in Appendix B, attached hereto and incorporated herein by this reference.

APPENDIX A: DESIGNATED POSITIONS

List of Designated Positions

Assigned Disclosure Categories

Trustees - 5	1
Consultants - 0	1
Secretary/Manager - 1	1
Administrative Assistant - 1	EXEMPT
Lead Groundskeeper - 1	EXEMPT
Groundskeeper - 1	EXEMPT

1. For purposes of this Code, a "consultant" is any natural person who provides, under contract, information, advice, recommendation or counsel to the WHEATLAND CEMETERY DISTRICT, provided however, that "consultant" shall not include a person who:

(a) Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and

(b) Possesses no authority with respect to any agency decision beyond the rendition of information, advice, recommendation or counsel

CONFLICT OF INTEREST CODE
FOR THE WHEATLAND CEMETERY DISTRICT
Page 2 of 2

Consultants to the WHEATLAND CEMETERY DISTRICT shall be subjected to disclosure under Category 1, subject to the following limitation:

The Board of Trustees may determine in writing that a particular consultant, although a "Designated Employee", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of Category 1. In such cases, the Board of Trustees may designate a different disclosure requirement. Such designation must be made in writing and based upon that description, a statement to the extent of the consultant's disclosure requirements. The Board of Trustees designation must be filed in advance of the disclosure by the consultant, with the WHEATLAND CEMETERY DISTRICT's Conflict of Interest Code and also filed with the code reviewing body and must be delivered to the consultant along with a copy of the Conflict of Interest Code and the manual and forms for disclosure (FPPC Form 730).

EXHIBIT B:DISCLOSURE CATEGORIES

Disclosure Category 1:

A member, officer, consultant or employee holding a position assigned in Disclosure Category 1 shall report:

All investments and business positions in business entities and sources of income in the jurisdiction;

When a member, officer or employee who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, or have done business in the jurisdiction within the past two (2) years. In addition to the other activities, a business entity is doing business within the jurisdiction if it owns real property with the jurisdiction.


All interest in real property in the jurisdiction, which was acquired by, leased or otherwise used by the WHEATLAND CEMETERY DISTRICT:

When a member, officer or employee who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below, if it is located in whole or in part within, or not more than two (2) miles outside the boundaries of the jurisdiction, or within two (2) miles of any land owned or used by the WHEATLAND CEMETERY DISTRICT.

His or her status as director, officer, partner, trustee, employee or holder of a management position in any business entity in the jurisdiction.

When a member, officer or employee who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction or have done business in the jurisdiction within the past two (2) years.


Dated: June 10, 2013



Robert C. Bradshaw, Chairman of the Board of Trustees
WHEATLAND CEMETERY DISTRICT



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board 

Subject: Wheatland Cemetery District Appointment

Date: July 9, 2013

Recommendation

Appoint Debra J. Coker to the Wheatland Cemetery District for a term to expire July 9, 2017.

Background and Discussion

This vacancy was created when the District expanded its Board to 5 members which was approved by the Board of Supervisors on June 4, 2013. The vacancy notice was posted May 30, 2013. One application has been received from Debra Coker and is attached for your review and consideration

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

Fiscal Impact

None due to appointment.

Committee Action

None required.

attachment

The County of Yuba

RECEIVED

JUN 18 2013

Clerk/Board of Supervisors



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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE:

Wheatland Cemetary Board

APPLICANT NAME:

Debra J Coker

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

PHYSICAL ADDRESS
(Street, City, Zip):

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Counseling Guidance Technician/Registrar

Randy Rasmussen (530) 633-3100 x104 Lynne Tatroja x126

REASONS YOU WISH TO
SERVE ON THIS BODY:

my husbands family have been life-long residents and
I am interested in serving my community.

QUALIFICATIONS:

I live in the community and would like to have some
Community Service.

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

Wheatland High School - Site Council Secretary

CSEA Chapter President + Treasurer Safe School Committee

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

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

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

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

Debra J Coker
SIGNATURE

6-12-13
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

Environmental Health Department

Clark Pickell Hazardous Materials Supervisor

915 8th Street, Suite 123, Marysville, California 95901
Phone: (530) 749-7523 FAX: (530) 749-5454



268-13

TO: Board of Supervisors

FROM: Tejinder Maan/ Environmental Health Director *TM*
Clark Pickell/ Certified Unified Program Agency *CP*

SUBJECT: Approval of addendum to contract with Decade Software Company, LLC, to continue to provide Envision-Connect® the data management software licensing agreement for an additional two years.

Date: July 9, 2013

Recommendation: Authorize the Chair of the Board of Supervisors to approve the addendum to the 2010 contract with Decade Software Company, LLC, to continue the Envision-Connect® software licensing agreement for management of the Environmental Health Department data for an additional two years.

Background: The Environmental Health Department currently uses the Decade Software Company, LLC, Envision-Connect®, database software system for the management of all Environmental Health data, program management and billing.

Discussion: Envision-Connect® is the industry standard for data management of environment health departments statewide. The Environmental Health Department currently uses this software to manage all aspects of the Department's mandated programs including inspections, complaints, permitting, billing, and time accounting. The addendum is to extend the contract software licensing agreement at the same cost and under the same terms for an additional two years.

Committee: The Public Works and Land Use Committee was bypassed as this is routine in nature and included in the FY 13/14 budget.

Fiscal Impact: The Environmental Health Department proposes to enter into an agreement with Decade Software Company, LLC. to provide the Envision-Connect® Data management software under the same licensing agreement and terms for an additional two years. The Environmental Health Department has budgeted for this cost annually and is in the current approved budget for fiscal year 2013/2014. This cost is paid out of program fees and grants. There is no fiscal impact to the general fund.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for a revocable, non-exclusive, non-sub licensable and non-transferable software license and professional services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Decade Software Company, LLC
"CONSULTANT"

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1, for the Environmental Health and CUPA Department only. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A.1 through A.9.

2. TERM.

Commencement Date: June 22, 2010

Termination Date: June 22, 2013

The term of this Agreement shall become effective on June 22, 2010 and shall continue in force and effect for a period of three (3) years, unless sooner terminated in accordance with the terms of this Agreement. The term of this Agreement may be extended at the option of the County for a single one (1) year period without increase in price and subject to the same terms and conditions as set forth in this Agreement. The terms and conditions of all additional extensions, including, but not limited to, fees for the services and licenses described herein, shall be separately negotiated and agreed upon by the parties.

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

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. In the event of any conflict or inconsistency between a general provision and any other provision of this Agreement, said other provision shall control.

7. DESIGNATED REPRESENTATIVES.

COUNTY's Hazardous Waste Supervisor is the representative of the COUNTY and will administer this Agreement for the COUNTY. Kevin Delaney, Managing Member, is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A – Scope of Services
Attachment B – Prices and Payment

Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Insurance Provisions
Attachment F - License and Support Agreement

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

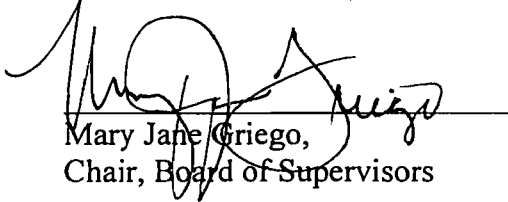
IN WITNESS WHEREOF, the parties hereto have executed this

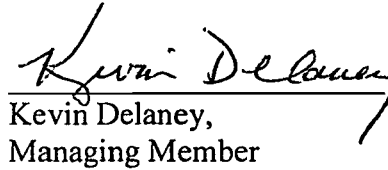
Agreement on June 22, 2010.

"COUNTY"

"CONSULTANT"

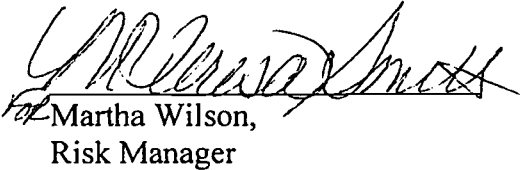
COUNTY OF YUBA

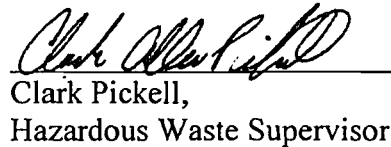

Mary Jane Griego,
Chair, Board of Supervisors


Kevin Delaney,
Managing Member

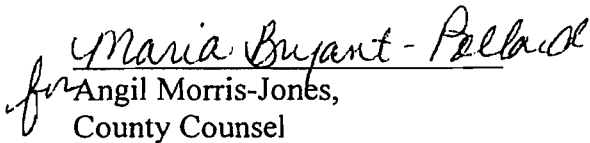
INSURANCE PROVISIONS APPROVED

COUNTY DEPARTMENT APPROVAL:

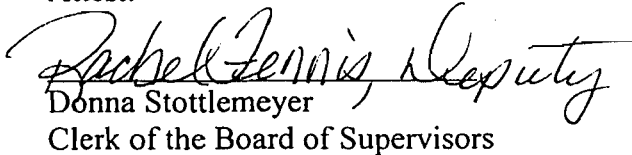

Martha Wilson,
Risk Manager


Clark Pickell,
Hazardous Waste Supervisor

APPROVED AS TO FORM:
COUNTY COUNSEL


for Maria Bryant - Bellard
Angil Morris-Jones,
County Counsel

Attest:


Donna Stottlemeyer
Clerk of the Board of Supervisors

ATTACHMENT A

SCOPE OF SERVICES

Definitions

Professional Service Request (PSR): The term "PSR" shall mean the document and process required to authorize professional services which are outside of those agreed to in Attachment A, Scope of Services.

A.1. SCOPE OF SERVICES AND DUTIES.

This represents a Statement of Work (SOW) that outlines all of the work involved in a successful EnvisionConnect ('System') implementation. Implementation is defined as the process of software installation, application configuration, project management, training and acceptance. This SOW represents the work to which CONSULTANT has committed to provide to COUNTY:

A.1.1. PROJECT OVERVIEW

COUNTY has licensed System to automate processes for the following programs regulated by the COUNTY Environmental Health and CUPA Department:

- CUPA
- Site Remediation
- Food Sanitation
- Housing and Institutions
- Land Use
- Recreational Health
- Septic Permits
- Well Permits
- Liquid Waste Management
- Solid Waste Management
- Medical Waste Management
- Private Water
- Public Water
- Kennels
- Complaints
- Tattoo Facilities

System will be deployed in a County-hosted environment. Data conversion from COUNTY's CUPA MS Access and Environmental Health Visual dbase legacy systems is included in the scope of this project.

A.2. PROJECT DELIVERABLES

A.2.1 CONSULTANT Project Deliverables

The following systems will be delivered (licensed) to COUNTY within the scope of this Agreement:

System Deliverables
<input checked="" type="checkbox"/> EnvisionConnect
<input checked="" type="checkbox"/> EnvisionConnect Remote
<input checked="" type="checkbox"/> EnvisionConnect Extender
<input checked="" type="checkbox"/> Press Agent

The following services will be delivered to COUNTY within the scope of this Agreement:

Service Deliverables
Project Management Team
Project and Sprint Backlogs
Needs Analysis and Configuration
Data Conversion from Two (2) Legacy Systems.
Report Development
Onsite and Remote System Training
Acceptance Sign-Off Documents

Project service deliverables are described in detail in Section A.4, Project Scope. System deliverable Maintenance and Technical Support is explained in Attachment F.

A.2.2 COUNTY Project Deliverables

COUNTY Deliverables
Project Team
Training Facility
Onsite Workspace for CONSULTANT Project Team
Required Hardware and Network Infrastructure
Required Network Access: <ul style="list-style-type: none">• VPN remote access capability available, as necessary.• List of IP addresses for workstations that will access Configuration Wizard and UDF Editor.
Legacy System (CUPA MS Access and Environmental Health Visual Database) Data/Information: <ul style="list-style-type: none">• All legacy systems exported database files in SQL, .csv, or .txt format.• Data Dictionaries• Data Entity Relationship Diagrams

<ul style="list-style-type: none"> • Field Definition Manuals
Current Data Entry Forms: <ul style="list-style-type: none"> • Inspection Reports/Checklists • Applications for Permit/Plan Review • Fee Schedules

A.2.3. Deliverable Acceptance Criteria

Upon completion of the ‘go live’ period as defined in Section A.4.10, CONSULTANT will deliver a Notice of Project Completion and Acceptance. COUNTY must return this signed form within ten (10) business days of receipt. The project will be considered complete when all System deliverables have been finally accepted by COUNTY via this signed form, *or* when the System has been placed into production without an uncorrected failure for ten (10) business days, whichever occurs first.

A.2.4. System Deliverable Deployment - County Hosted

EnvisionConnect will be deployed at COUNTY site utilizing COUNTY hardware and software necessary for the System. The EnvisionConnect database will physically reside at COUNTY facility and COUNTY IT Staff will provide all application, database, and network services associated with it. COUNTY shall ensure that all hardware and software provided by COUNTY for the System comply with the minimum System requirements designated by CONSULTANT. COUNTY shall be solely responsible for maintaining all hardware and software provided by COUNTY.

A.3 IMPLEMENTATION METHODOLOGY

CONSULTANT utilizes an implementation methodology called Scrum. Scrum enables the creation of self-organizing project teams by encouraging verbal communication across all team members that are involved in the implementation project. The Scrum implementation methodology is designed to increase communication and efficiency related to all tasks, and therefore decrease the duration of the project. Scrum characteristics and processes are as follows:

Project Backlog

A backlog is a list of prioritized tasks to be performed during the EnvisionConnect implementation and is maintained by the “Project Owner”.

Sprint

An iterative time period during which a fixed set of backlog tasks are completed.

Sprint Planning Session

Session in which the backlog items for the sprint will be defined.

Sprint Backlog

The sprint backlog breaks down the high-level project backlog tasks due for completion in the next sprint.

Daily Scrum Meetings

A brief daily meeting at which time each team's progress is explained, upcoming work is described and impediments are raised. Scrum meetings will last no longer than twenty (20) minutes. All designated project team members *must* be present.

Sprint Retrospective

Brief meeting in which all team members reflect about the past sprint.

A.3.1. Baseline Project Backlog

The table below outlines the high-level tasks involved in a successful EnvisionConnect implementation. This serves as a starting point and will be refined as the project commences and delivered to the COUNTY as a formal project backlog. The project's sprint backlog will be updated during daily Scrum meetings and serve as a project management repository for analysis, specifications, tasks and resource assignments. Both the COUNTY and CONSULTANT must sign off on the fully completed project backlog prior to final acceptance.

Task	Estimated Duration
Remote Project Kick-Off Meeting	1 Day
Configure EnvisionConnect	15 Days
Onsite Confirmation and Planning Meeting	5 Days
Data Conversion from Two (2) Legacy Systems: <ul style="list-style-type: none">o CUPA MS Access Databaseo Environmental Health Visual dbase	120 Days
Configure Extender Interface Tool (TRAKiT)	5 Days
Custom Report Development	20 Days
Onsite System Training	5 Days
Remote System Training	46 Hours
System Testing	5 Days
Go Live	

A.4. PROJECT SCOPE

This section details the high-level tasks outlined in the baseline project backlog above.

A.4.1. Remote Project Kick-Off Meeting

The implementation project will commence with a remote Project Kick-off Meeting. During this introductory conference call the following will occur:

- Introduce Project Team Members
- Introduce Web-Based User Tools
- Review Technical Support Services and Procedures
- Deliver COUNTY Login Credentials
- Introduce Configuration Wizard
- Deliver Sample Needs Analysis Report
- Set Date for First Scrum Sprint Planning Meeting

A.4.2. Daily Configuration and Conversion Sessions

Following the Remote Project Kick-Off Meeting, the Implementation Specialist will begin conducting daily meetings with designated members of the COUNTY project team for the duration of the configuration and conversion efforts. The frequency of these meetings will decrease to weekly once configuration is complete. These meetings last approximately two (2) hours, require subject matter experts, and cover:

- Business Needs Analysis
- Configuration Wizard Training
- COUNTY Legacy System Data Analysis
- EnvisionConnect Configuration

The Configuration Wizard will generate a Needs Analysis Report that documents the data management policies and business processes that have been defined.

A.4.3. Onsite Confirmation and Planning Meeting

CONSULTANT implementation and/or data conversion specialists will lead a five (5) day onsite meeting to confirm System configuration and the Conversion Plan. CONSULTANT and COUNTY Project Teams should leave this onsite session having accomplished the following:

- Reviewed the Completed Needs Analysis Report
- Confirmed Data Conversion Requirements
- Confirmed Data Validation Test Plan
- Completed Data Mapping and Specifications
- Installed System

A.4.4. Data Conversion

Data conversion is needed to convert COUNTY's CUPA MS Access and Environmental Health Visual dbase legacy systems' data to the System's Microsoft SQL Server 2005 database. This section of the Project Scope will provide systematic instructions for the conversion process. This process is typically the most difficult and time-consuming aspect of the project.

Conversion data will be limited to data which the COUNTY needs to continue in effective operation using the System. Due to the varying states of reliability of legacy systems, no financial, transactional, or historical data will be migrated to the System. However, financial balance forward data shall be included as part of the conversion process.

For example, a balance will be created in EnvisionConnect for any account with an outstanding balance in the CUPA MS Access or Environmental Health Visual dbase legacy systems. This will be shown in the new system as an invoice, with either a sum of outstanding credits (payments) or outstanding debit (charges) line items.

A program element, or fee schedule code, will be created for conversion for Balance Forward Debit (sum of all debit transactions). A second program element, or fee schedule code, will be created and labeled as Balance Forward Credit (sum of all credit transactions). However, only one line item will be created to reflect the amount due the agency or the credit owed to the facility.

This will allow the COUNTY to collect on open balances in the new system while eliminating the need to bring over each invoice line item. The line item history will however be available through an ad hoc query of a designated archive table.

It is CONSULTANT's experience that legacy system(s) contain duplicate data. For example, if multiple legacy system(s) have required a user to input a facility name and address, these systems contain duplicate data that only needs to be converted one time from one source.

CONSULTANT will be responsible for providing the COUNTY a written Conversion Plan. The Conversion Plan constitutes the final and exclusive expression of the parties' conversion project, and it supersedes all proposals and communications between the project parties.

The Conversion Plan, once finally accepted via the Conversion Sign-off Form, cannot be modified except by written agreement. Any changes after acceptance of the Conversion Plan will impact the milestone dates scheduled in the project backlog and may require a cost estimate and custom programming work (for an additional fee approved by County in writing).

A.4.4.1. Identification of Legacy System

The following table identifies COUNTY's legacy systems:

Legacy System Name	Legacy System Purpose	Expert Name and Title
1.CUPA MS Access	<ul style="list-style-type: none"> • CUPA • Site Remediation 	IS Analyst II
2. Environmental Health Visual dbase	<ul style="list-style-type: none"> • Food Sanitation • Housing and Institutions • Land Use • Recreational Health • Septic Permits • Well Permits • Liquid Waste Management • Solid Waste Management • Medical Waste Management • Private Water • Public Water • Kennels • Complaints • Tattoo Facilities 	IS Analyst II

A.4.4.2. Identification of Legacy System Files

The table below lists the names of the exported database files created from COUNTY's two (2) legacy systems specifically for this conversion effort:

Legacy System #1 (CUPA MS Access)	
File Name	Description

Legacy System #1 (CUPA MS Access)		
File Name		Description
1	<i>Yuba County Management Data.csv</i>	<i>Current and historical facility information</i>
2	<i>Yuba County UST Data.csv</i>	<i>Contains records UPCF for UST sites</i>
3	<i>Yuba County Inspection Data.csv</i>	<i>Contains records of inspection dates and related information</i>
4	<i>Yuba County Chemical2.csv</i>	<i>Contains records for UPCF current chemical inventory information</i>
5	<i>Yuba County HW Information.csv</i>	<i>Contains records of current facility hazardous waste information</i>

Legacy System #2 (Environmental Health Visual Dbase)		
File Name		Description
1	<i>Kennels.txt</i>	<i>Contains Records of Animal Kennels, Pet shops, etc.</i>
2	<i>Rec.txt</i>	<i>Contains records for Public Swimming pools, Spas, etc permitted under the recreational health program</i>
3	<i>Sewage.txt</i>	<i>Contains records for permitted sewage pumpers</i>
4	<i>Medical.txt</i>	<i>Contains records for facilities permitted under the Medical Waste program</i>
5	<i>Publicwa.txt</i>	<i>Contains records for permitted public water facilities</i>
6	<i>Solidwas.txt</i>	<i>Contains records for all types of permitted solid waste facilities</i>
7	<i>Food.txt</i>	<i>Contains records for permitted food facilities of all types</i>

Legacy System #2 (Environmental Health Visual Dbase)		
File Name		Description
8	<i>Housing.txt</i>	<i>Contains records for permitted Housing and Institutional facilities</i>
9	<i>Tattoo.txt</i>	<i>Contains records for registered tattoo, cosmetic and piercing facilities</i>
10	<i>Septic.txt</i>	<i>Contains records of all septic construction permits (contains historical info that may not look complete)</i>
11	<i>Wells.txt</i>	<i>Contains records of all well construction permits</i>
12	<i>Programs.txt</i>	<i>Contains records of program codes now in use for identification, and reporting</i>
13	<i>Element.txt</i>	<i>Contains records of element codes assigned to facilities within a program (element code is used with program for fee calculations)</i>
14	<i>Serviceec.txt</i>	<i>Contains records of service codes specific to a program (mainly used for time reporting)</i>
15	<i>Genserco.txt</i>	<i>Contains records of service codes used in all programs (mainly used for time reporting)</i>
16	<i>Emplnum.txt</i>	<i>Contains records of employee identification numbers (historical data is maintained for reporting accuracy)</i>

A.4.4.3. COUNTY Data Conversion Deliverables

COUNTY must prepare the identified conversion data so that CONSULTANT can correctly convert the data. Specifically, the COUNTY will:

- Provide subject matter expert.
- Extract conversion data.
- Provide data element definitions to CONSULTANT.
- Identify conversion data from existing legacy system and document these data files using the Data Mapping Spreadsheet found within the Conversion Plan.

- Clean conversion data to eliminate idiosyncrasies in conversion data. All numbers, names, et cetera should be identical and share one common field used consistently across all databases.
- Deliver clean, consolidated data file(s) to CONSULTANT in .txt, MS Access, SQL or ASCII file(s) format for migration to System.
- Submit, in writing, the total number of records in all files that have been sent to CONSULTANT based on the methods described in the Conversion Plan.
- Engage in joint data mapping sessions with CONSULTANT.
- Identify a set of key accounts; approximately 50 records (Owner, Facility, Program and Permit Structure) with a varied degree of complexity. These accounts will be used throughout the conversion project as a basis for repeated validation after each pass of converted data.
- Identify the current workflows for the key accounts mentioned above and identify the current outcome of these workflows.
- Conduct Data Validation Testing.
- Review the consolidation report delivered by CONSULTANT. Key in changes and submit back to CONSULTANT.

COUNTY shall be solely responsible for the accuracy and completeness of the data provided to CONSULTANT. CONSULTANT's preparation and provision of data conversion deliverables shall be based upon the conversion data identified and prepared by the COUNTY. Failure to properly identify and prepare the deliverables may give rise to delays in the project (for which CONSULTANT shall not be responsible) and/or custom programming work (for an additional fee).

A.4.4.4. CONSULTANT Data Conversion Deliverables

CONSULTANT is responsible for mapping the COUNTY-provided clean, consolidated data to the correct location in the System as outlined in the Conversion Plan. Specifically, CONSULTANT will:

- Deliver written Conversion Plan to COUNTY.
- Deliver written 'Preparing Data for Conversion' document to COUNTY.
- Conduct joint data mapping sessions with COUNTY.
- Manage data mapping spreadsheet.
- Migrate COUNTY records from delivered file into the System.
- Deliver data validation test plan.
- Deliver data for validation testing.
- Correct errors found during validation testing.
- Deliver final pass of converted data for use in testing and production.

A.4.4.5. Conversion Issue Resolution

If conversion issues arise, the COUNTY must respond to CONSULTANT's inquiries within twenty-four (24) hours, and provide all reasonable assistance necessary to resolve the issues. If no response is received from COUNTY within this time frame, CONSULTANT will suspend conversion efforts related to this issue and attempt to reschedule. Any delays in the project arising from COUNTY's failure to respond timely to CONSULTANT's inquiries shall be the sole responsibility of COUNTY, and shall extend all related project deadlines and backlogs accordingly. Delays may also require custom programming work or other services (for an additional fee).

A.4.4.6. Data Validation Testing

Upon receipt of converted data from CONSULTANT, the COUNTY is responsible for validating the data. The COUNTY is responsible for verifying the data was accurately converted as agreed in the Conversion Plan and can be searched and edited in the System.

CONSULTANT will assist the COUNTY in performing quality assurance on the results in the System database. Such validation will focus on the key accounts identified by the COUNTY and the outcomes expected of such accounts after migration into System.

If data was converted incorrectly due to COUNTY error, CONSULTANT will convert the data again. After three (3) conversion attempts: initial pass, second pass for review and modifications if necessary, and final pass, each subsequent conversion is billable at the professional service hours rate specified in Attachment B.

At the completion of Data Validation Testing, CONSULTANT will provide COUNTY with the Conversion Sign-Off Form. COUNTY must return the Conversion Sign-off Form, or a list of deficiencies, within five (5) business days of receipt. If the Conversion Sign-off Form is not signed, data conversion programming efforts will not commence. Any delays arising from COUNTY's failure to timely return the Conversion Sign-Off Form shall be the sole responsibility of COUNTY, and shall extend all related project deadlines and backlogs accordingly.

A.4.4.7. Data Conversion Delivery and Acceptance Milestones

- CONSULTANT delivers Conversion Plan to COUNTY.
- COUNTY will provide written acceptance of Conversion Plan.
- CONSULTANT delivers data validation test plan to COUNTY.
- CONSULTANT delivers data to COUNTY for validation testing.

- COUNTY performs data validation testing and reports errors.
- CONSULTANT delivers second pass of data to COUNTY.
- COUNTY performs validation testing.
- CONSULTANT delivers conversion processing log.
- COUNTY provides written acceptance via Conversion Sign-off Form.

A.4.5. Extender Interface Tool Set-up and Configuration

COUNTY will utilize System's Extender interface tool to look up and retrieve data from COUNTY's TRAKiT system. CONSULTANT will create a Software Requirements Specification (SRS) to describe in detail the specifications for this integration requirement.

The SRS will be agreed to by both parties in writing. Changes to the SRS require written authorization by both parties. The SRS will constitute the final requirements for the Extender integration effort, and it supersedes all other proposals regarding Extender configuration communications between the project parties.

If the custom programming effort exceeds the professional service hours originally determined in the SRS, the additional hours spent are billable at professional services hourly rate defined in Attachment B. CONSULTANT shall obtain the written authorization of COUNTY before performing any work not described in the Scope of Services.

A.4.5.1. Extender Interface Delivery and Acceptance Milestones:

- CONSULTANT will deliver SRS to COUNTY.
- COUNTY will sign SRS acceptance within five (5) business days of receipt.
- CONSULTANT will deliver interface to COUNTY for testing and review.
- COUNTY will respond to testing and review within ten (10) business days of delivery.
- CONSULTANT will deliver final interface to COUNTY.
- COUNTY will provide written acceptance within two (2) business days of final interface delivery.

If the SRS is not accepted within two (2) business days by COUNTY, and is tied to a billable project milestone, the project will be put on hold until the sign-off is received and the project backlog will be revised accordingly.

A.4.7. Custom Report Development

CONSULTANT will provide report customization services for COUNTY. CONSULTANT will provide COUNTY with a Custom Report Request (CRR) to detail the requirements for each report. COUNTY will approve the CRR specification prior to creation of the report. Changes made after the CRR has been signed and accepted will be billable at the professional service hourly rates outlined in Attachment B. Customization is defined as designing, creating, documenting, testing and delivering a report that is not included in the System Report Catalog.

A.4.7.1 Included Custom Reports

CONSULTANT will deliver four (4) custom reports at no charge providing development hours do not exceed ten (10) hours per report for analysis, design, creation and testing. Development will be limited to the modification of the outward appearance of the labels, logos, comments and instructions on each report. If the professional service hours exceed ten (10) per report, or involve any modifications beyond said outward appearances, the additional hours spent on these custom reports will be billable. The following table identifies the custom reports provided by CONSULTANT:

Custom Reports Included at No Charge			
Report Description	Estimated Development Hours	Billable*	Cross-Reference Report
Consolidated Invoice Report	10	No	# 0253
Consolidated Permit Report	10	No	# 1017
Observation Style Inspection Report	10	No	# 0190
Compliance Style Inspection Report	10	No	# 0191

* Except as provided above.

The reports listed above cannot be substituted. For any additional custom report requests, COUNTY must complete a CRR. These hours will be billable at CONSULTANT's hourly professional service rate as outlined in Attachment B. The COUNTY is responsible for verifying contracted custom reports. Reports will be tested using the specifications stated in the CRR-accepted criteria.

Sample Report # 0253:

MADERA COUNTY ENVIRONMENTAL HEALTH
216 W 6TH ST
MADERA, CA 93637
209-675-7823

ACCOUNT STATEMENT

PAYMENT DUE DATE : 02/15/98

Account ID: AR0000015 Date: 02/23/2001

1

Facility ID: FA0100020

TO: MADERA ATHLETIC CLUB
MANAGER
1803 SUNSET AVE
1803 SUNSET AVE
MADERA, CA 93637
ATTN: MANAGER
RE: MADERA ATHLETIC CLUB

PLEASE RETURN INVOICE NOTICE WITH PAYMENT

Transactions Are for the Period From 01/20/1998 to 01/25/1998 2

Date	Program Element	Description	Amount
		Previous Balance	\$ 210.00
Invoice # IN0021937- Date of Invoice : 12/15/1997			
01/21/98	9999	Payment	\$ (75.00)
01/21/98	9999	Payment	\$ (45.00)
01/21/98	9999	Payment	\$ (45.00)
01/21/98	9999	Payment	\$ (45.00)

3

Your Account's Information As of 02/23/2001

1-30 Days	31-60 Days	61-90 Days	91-120 Days	121+ Plus	Account Amount Due
\$ 120.00	\$ 210.00	\$ (210.00)	\$ 0.00	\$ 0.00	\$ 120.00

Penalties will be added on all Permits at the rate of 100% of the Base Fee 30 days after the due date

For all SERVICE FEES penalties will be added at the rate of 10% 60 days past invoice date and each 30 days thereafter.

10 % delinquent fee charged on all accounts not paid within 30 days.

0253.rpt

Sample Report # 1017:

Notify Environmental Health of any change of ownership, type of business activity, business name, or billing address by calling 209-675-7823. Failure to notify Environmental Health may result in late penalties, Permit denial or revocation, and business closure. PERMITS TO OPERATE AND ANNUAL FEE PAYMENTS ARE NOT TRANSFERABLE. Permits become void on change of ownership. New owners must apply and pay for a new Permit(s) prior to beginning operation or penalties will be assessed at 10% per month or fraction thereof.

ATTN: JEFFREY CURTIN SR
CERTAINT EED
17775 AVENUE 23 1/2
17775 AVENUE 23 1/2
CHOWCHILLA, CA 93610

DETACH FORM HERE AND DISPLAY CONSPICUOUSLY ON THE PREMISES

MADERA COUNTY ENVIRONMENTAL HEALTH 216 W 6TH ST MADERA, CA 93637 209-675-7823		
REGULATED FACILITY:	CERTAINT EED 17775 AVENUE 23 1/2 CHOWCHILLA, CA 93610	Facility ID: FA0100066 Account ID: AR0000045 Issued: 02/08/2001
OWNER NAME:	CERTAINT EED PT0000003 Non-Retail Underground Storage Tank-Fee Valid From 02/01/2001 to 01/31/2002 1	
	PT0000002 Non-Retail Underground Storage Tank-Fee Valid From 01/01/2001 to 12/31/2001	
<p>Permits to operate and Annual Fee Payments are NOT TRANSFERABLE. Those referenced above are valid ONLY for this owner: CERTAINT EED. Permits become VOID on change of ownership. New owners must apply and pay for a new Permit(s) PRIOR to beginning operation or penalties will be assessed.</p> <p>THIS FORM MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES 2</p>		

OFFICIAL INSPECTION REPORT

MADERA COUNTY ENVIRONMENTAL HEALTH
216 W 6TH ST
MADERA, CA 93637
209-675-7823

Establish Name: PG & E MADERA SERVICE CENTER
Site Address: 2871 AIRPORT DR
FRESNO, CA 93750-0001

Inspection Date: 05/11/98
Facility ID: FA0101621
Inspector: EE0000012-SUSAN GREENWOOD

Owner: PACIFIC GAS & ELECTRIC COMPANY
77 BEALE STREET
PO BOX 770000
SAN FRANCISCO, CA 94177

Service: 004 - Consultation
Result: 01 - Meets Standards
Program/Element: 2100 - Hazardous Material General Business Plans
Action Taken: 01 - No Action Required
Business Type: 01 - CORPORATION
Revisit: Not Specified
Inspection Number: DA0101101

Telephone: 800-345-2345

The following violations of the Long Beach Municipal Code were noted during the inspection conducted on the above date. We are requesting that necessary action be taken to correct the violations listed below. Please be advised that failure to correct the violations by the reinspection date may result in a \$50 reinspection fee. The Long Beach Department of Health and Human Services appreciates your effort and cooperation in this matter.

Overall Inspection Comment

- ② Plans to be reviewed by certified professional prior to next inspection.

Inspection Violations

Correct the following violations by 05/11/1998 ③

Waste Water Prevention - STR - 48 480015

Description

- ④ Inspector Comments
Certified professional to review plans prior to next inspection.
Required Correction

SUSAN GREENWOOD

Received By:

SUSAN GREENWOOD
Environmental Health Specialist

A.4.7.2. Report Development Delivery and Acceptance Milestones

Milestones are for each report:

- CONSULTANT will deliver CRR to COUNTY.
- COUNTY will provide written acceptance of CRR within ten (10) days of receipt.
- CONSULTANT delivers completed report to COUNTY for testing.
- COUNTY tests report to validate functionality within fifteen (15) days of receipt of completed report.
- COUNTY will provide written acceptance of report within two (2) days of receipt.

A.4.8. System Training

The System is designed to minimize the need for extensive training, training materials and end- user documentation. To accomplish this, the System utilizes a workflow-oriented user interface from which users can perform several functions pertaining to a specific user role.

Training is delivered onsite and remotely. Remote training is conducted over the Internet using Web conferencing tools and telephone services. COUNTY shall be responsible for ensuring that it has the adequate software and hardware necessary for remote training.

Prior to each training session, CONSULTANT will deliver a training agenda to COUNTY.

Training content will be delivered as follows:

Type	Delivery Method	Training Goal
EnvisionConnect's Design and Purpose	Remotely	To familiarize the student with EnvisionConnect and its design. This prepares the agency for EnvisionConnect configuration.
Configuration Wizard	Remotely	To build upon EnvisionConnect's Design and Purpose (above) to prepare the agency for configuration of business rules and support codes.
EnvisionConnect Training	Onsite	To apply the knowledge and data to the COUNTY's specific workflows after the COUNTY's data is converted (if needed) and the business rules and support codes are configured.

A.4.8.1. Training Facility

The COUNTY will provide an adequate facility for all onsite training events.

A.4.8.2. Training Courses

On-site training will follow the delivery of COUNTY's initial pass of converted data.

The following tables list the remote WebEx and onsite system training sessions that will comprise the COUNTY's forty-six (46) hours of Web-based training and five (5) days of onsite training:

Remote WebEx Training Sessions		
Course Title	Maximum Attendees	Duration
EnvisionConnect Design and Purpose – Managing Common Environmental Health Data	6	2 hours
EnvisionConnect Design and Purpose – Managing Land Use Data	6	2 hours
EnvisionConnect Design and Purpose – Managing Hazardous Materials	6	2 hours
EnvisionConnect Design and Purpose – Managing Daily Time and Activity Logging	6	2 hours
EnvisionConnect Design and Purpose – Managing Financial Activity	6	2 hours
EnvisionConnect Design and Purpose – Managing EnvisionConnect Tools	6	2 hours
EnvisionConnect Design and Purpose – Prepare System for Offline Use	6	2 hours
Configuration Wizard – Configuring Common Areas	6	1 hours
Configuration Wizard – Accounts Receivable and Invoices	6	4 hours
Configuration Wizard – Public Water System	6	3 hours
Configuration Wizard – Daily Time and Activity and Inspections	6	2 hours
Configuration Wizard – Facilities and Facility Owners	6	2 hours
Configuration Wizard – Complaint Tracking	6	2 hours
Configuration Wizard – Service Request Tracking	6	2 hours
Configuration Wizard – General Permits	6	2 hours
Configuration Wizard – Site Remediation	6	2 hours
Configuration Wizard – Hazardous Waste	6	2 hours
Configuration Wizard – Onsite Septic System	6	2 hours
Configuration Wizard – Event Tracking System	6	2 hours
Configuration Wizard – Comments	6	2 hours
Configuration Wizard – Involved People/Certified Professionals	6	2 hours
Configuration Wizard – Field Inspection System	6	2 hours

On-Site Training Sessions			
Course Title	Application Focus	Maximum Attendees	Duration
EnvisionConnect Basics	Basic system usage. Not specific to program areas.	6	1 Days
Managing Common Agency Data	Understand the type of data managed.	6	½ Day
Managing Land Use Data	Public Water Systems and Onsite Septic Systems.	6	½ Day
Managing Hazardous Materials	Hazardous Material inventory as it relates to a facility.	6	½ Day
Manage Daily Time and Activity Logging	Time and expense tracking. Inspection and non-inspection activities.	6	1 Day
Managing Financial Activity	Understand entire life cycle of the agency's fiscal processes.	6	1 Day
EnvisionConnect System Tools	Walk through workflows to manage system tools.	6	½ Day
EnvisionConnect Remote Training	Preparing System for offline use	6	½ Day

A.4.8.3. Training Delivery and Acceptance Milestones

- CONSULTANT will deliver a Training Agenda to COUNTY.
- COUNTY will provide written acceptance of Training Agenda.
- CONSULTANT will travel to COUNTY's site to complete onsite training.
- CONSULTANT will deliver Certificates of Training upon completion.
- COUNTY representatives will complete training evaluation forms.

A.4.9. System Testing

A.4.9.1. Final Acceptance Testing

Upon CONSULTANT's notification to COUNTY that the System is ready for final acceptance testing for the current implementation deliverables, the COUNTY will perform a variety of System functions and verify their completion without error. These thorough tests will ensure all users, the environment, and data are ready for use in a production. CONSULTANT will provide COUNTY with a formal Test Plan that will address how data is selected, who should be involved, specific tests to be performed, and how successful completion is defined.

CONSULTANT's role in final acceptance testing is to ensure the tests are thorough, complete, valid and have been properly executed. Any issues or defects found will be documented as items requiring a fix prior to final acceptance and documented in the Issues Log. COUNTY is responsible for fixing issues or defects associated with the COUNTY's network, desktop computers, and all related components. CONSULTANT will be responsible for fixing issues or defects resulting from the System.

Final acceptance testing highlights and verifies System functionality in the following two (2) areas:

- Integration Testing
- User Testing

- Integration Testing

Integration testing proves the System performs according to the functional requirements and specifications. It will demonstrate cohesion between all System modules, interfaces, and any custom modifications.

- User Testing

User testing evaluates the preparation of the users and their familiarity with the procedures and workflows established. User testing may be accomplished simultaneously with Integration Testing. This test also uncovers potential problem areas in procedures and end-user training prior to go live. This testing can be useful in encouraging users and operations personnel to accept and own the new System.

A.4.10. Go Live

Upon completion of System validation and acceptance testing, the COUNTY will be ready to 'go live' with the System in a production environment. 'Go live' is defined as the point in time when the COUNTY data is used for production purposes. CONSULTANT will transition to support status when CONSULTANT considers the COUNTY in a state of 'go live', or when the System is functioning uninterrupted in production for ten (10) consecutive business days.

'Go live'/installation is reached when 1) the data is living information that represents factual records and 2) this information is going to continue to be used for business purposes (not deleted and later re-entered).

Upon the completion of the 'go live' period, CONSULTANT will deliver to COUNTY a Notice of Project Completion and Acceptance. COUNTY must either return the signed acceptance form, or provide a list of deficiencies or other issues, within ten (10) business days of receipt. If CONSULTANT does not receive either of these from COUNTY within the ten (10) business days, the project shall be deemed completed and accepted.

'Go Live' Delivery and Acceptance Milestones:

- CONSULTANT will deliver Notice of Project Completion and Acceptance for final acceptance.
- COUNTY will provide written acceptance of final System within ten (10) business days of receipt.

A.5. PROJECT TEAMS

Successful completion of this project will require ongoing communication and coordination between CONSULTANT and COUNTY Project Teams. The following tables list a high-level description of the roles and responsibilities of the key staff from both teams that will be working together on the completion of the System implementation.

A.5.1. CONSULTANT Resources

CONSULTANT Project Team		
Role	Name	Responsibilities
Client Services Manager	Darryl Booth	<ul style="list-style-type: none">▪ Oversee CONSULTANT project team and deliverables.▪ Develop project backlog.
Development Manager	HL Arledge	<ul style="list-style-type: none">▪ Analyze and design all custom development requirements if applicable.
Implementation Specialist	To Be Assigned	<ul style="list-style-type: none">▪ Manage project resources and deliverables.▪ Schedule and attend all on-site activities.▪ Directly coordinate with COUNTY Project Manager.▪ Oversee System setup and configuration.▪ Attend kick-off meeting and needs analysis session to identify conversion needs.▪ Develop and deliver training.▪ Schedule and attend status meetings.

Data Conversion Specialist(s)	Angie Brown Joseph Maes	<ul style="list-style-type: none"> Attend kick-off meeting and needs analysis session to identify conversion needs. Develop and deliver Conversion Plan. Develop and deliver conversion validation and acceptance test plan. Attend status meetings. Convert data from legacy system.
Report Writing Specialist	Chris Hibler	<ul style="list-style-type: none"> Develop and deliver CRR. Design and develop report(s).

CONSULTANT personnel will be onsite at COUNTY facility for the following:

- Onsite Confirmation and Planning Meeting
- Onsite Training

A.5.2. COUNTY Resources

COUNTY Required Project Team		
Role	Name	Responsibilities
Executive Sponsor- Part-time	Environmental Health Director	<ul style="list-style-type: none"> Understand agency goals and objectives. Responsible for all issue resolution on the part of COUNTY
Project Manager - Part-time	Hazardous Materials Supervisor, IT Analyst	<ul style="list-style-type: none"> Oversees Project Coordinator activities.
Project Coordinator-Full-time, Dedicated	Hazardous Materials Supervisor, IT Analyst	<ul style="list-style-type: none"> Available for all CONSULTANT on-site activities. Have a thorough understanding of COUNTY operations and workflows. Communicate directly with CONSULTANT and COUNTY Project Managers. Assist CONSULTANT Project Manager with training support materials. Participate in all activities outlined in project backlog. Obtain approval and signature on all required sign-off documents. Coordinate COUNTY subject matter experts.

Department/Program Subject Matter Experts	Hazardous Materials Supervisor, Environmental Health Supervisor, IT Analyst	<ul style="list-style-type: none"> ▪ Have thorough knowledge of business practices, agency policies, and department workflow. ▪ Define setup requirements. ▪ Participate in testing. ▪ Final acceptance review. ▪ Train-the-trainer(s).
IT Support	IT Division	<ul style="list-style-type: none"> ▪ Have thorough knowledge of MS SQL Server 2005. ▪ Assist with System setup. ▪ Assist with interface development. ▪ Fulfill on-going role of System DBA.
EnvisionConnect Administrator	Hazardous Materials Supervisor, Applications Division	<ul style="list-style-type: none"> ▪ Support on-going operations of the System. ▪ Assist with System setup and administration. ▪ Act as lead trainer.

COUNTY resources will participate in all on-site activities.

A.6. PROGRESS REPORTING AND COMMUNICATIONS

The completion of this project will require continual communication between CONSULTANT and COUNTY staff. The Scrum implementation methodology ensures successful communication with daily Scrum meetings and sprint planning sessions. CONSULTANT shall track, document, and communicate project status to the COUNTY on a regular basis.

A.6.1. Status Meetings and Status Reports

Daily Scrum meetings will be lead by the 'Scrum Master'. These are brief daily meetings during which each team's progress for the current Sprint backlog is explained, upcoming work is described, and impediments are raised. Scrum meetings will last no longer than twenty (20) minutes. All designated project team members *must* be present.

CONSULTANT will track any impediments raised in the Sprint Backlog.

A.6.2. Project Delays

In the event of project delays, CONSULTANT or COUNTY shall provide written notice through the Change Control Log. Project delays are defined as any circumstance or lack of action from either party that would cause a delay in the project of more than one (1) week per delay.

A.6.3. Additional Service Requests

Project changes that impact the cost or the method of implementation will be managed through documented Professional Service Requests (PSR). A PSR will be delivered to COUNTY when there is a request for additional project services that will potentially result in additional fees.

PSRs can be initiated by CONSULTANT or by the COUNTY. The initiator of the PSR will document the relevant information on the PSR. The following PSR processes will occur:

- CONSULTANT delivers PSR to COUNTY
- COUNTY accepts PSR with written approval within ten (10) days of receipt
- CONSULTANT delivers price proposal upon acceptance of PSR

A.7. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the COUNTY and in accordance with the implementation project methodology outlined in Attachment A, Section A.3 above. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

A.8. MANNER SERVICES ARE TO BE PERFORMED.

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

A.9. FACILITIES FURNISHED BY COUNTY.

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. COUNTY shall provide CONSULTANT with access to all COUNTY resources necessary for CONSULTANT to perform the services described herein, including, but not limited to, COUNTY computer systems, buildings, employees, databases and records, subject to Attachment C, Section C.6.

ATTACHMENT B

PRICES AND PAYMENT

Definitions

EnvisionConnect: The term EnvisionConnect shall mean the trade name for the Licensed Programs provided under this Agreement as described in Attachment F.

Inspector: The term "Inspector" shall mean a COUNTY staff member whose job function requires fifty percent (50%) or more time is spent conducting field activities such as inspections or investigations.

Licensed Programs: The term "Licensed Programs" shall mean the object code version of the software, as well as all updates, enhancements and releases. Licensed Programs are a sub-set of the Licensed Materials.

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Standard rates listed in Section B.4 may not be increased without prior written amendment approved by both parties. In no event shall total compensation, including any additional fees, taxes and travel costs paid to CONSULTANT for Year 1 under this Provision B.1 exceed Eighty Thousand Five Hundred Sixty Eight dollars and ninety eight cents (\$80,568.98) without a formal written amendment to this Agreement approved by the COUNTY.

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

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

B.4 STANDARD RATES. The following standard rates will apply for the listed professional services:

Item	Rate	Per Unit
Professional Services		
• Custom Programming	\$126.00	Hour
• Consultation	\$126.00	Hour

- Report Development \$126.00 Hour

Training

- Training at COUNTY Facility \$1,470.00 Day
- Training at CONSULTANT Facility \$1,470.00 Day
- Training Online Using WebEx \$105.00 Hour

Support

- Phone Support Outside Normal Service Hours \$189.00 Hour
- Third Party Support \$126.00 Hour

Travel and Per Diem Expenses

- Travel and per diem estimates will be provided upon receipt of Professional Service Request (PSR).

B.5 VOLUMES AND PRICES FOR LICENSE FEES

B.5.1 Number of FTE Inspectors

Full-time Equivalent (FTE) Inspectors	Numbers
Number of FTE Inspectors	09
Number of Inspectors Using EnvisionConnect Remote	09

B.5.2 Licensed Programs

- ☒ EnvisionConnect
- ☒ EnvisionConnect Remote
- ☒ EnvisionConnect Extender

B.5.3 EnvisionConnect Prices

Ck	Annual License and Support Fees	No. of Inspectors	Monthly Rate	Monthly Cost	Annual Cost
<input checked="" type="checkbox"/>	EnvisionConnect	9	\$ 105.00	\$ 945.00	\$ 11,340.00
<input checked="" type="checkbox"/>	EnvisionConnect Remote	9	\$ 52.50	\$ 472.50	\$ 5,670.00
<input checked="" type="checkbox"/>	EnvisionConnect Extender	9	\$ 26.25	\$ 236.25	\$ 2,835.00
<input checked="" type="checkbox"/>	Waiver of Subrogation Insurance Fee	N/A			\$ 250.00
	Subtotal			\$ 1,653.75	\$ 20,095.00
	Total Recurring Fees			\$ 1,653.75	\$ 20,095.00

The following Professional Services Fees cover all services outlined in Attachment B, Scope of Services. Number of hours and hourly rate increases must be approved by the COUNTY in writing by means of a contract amendment.

Ck	One-Time Professional Service Fees	Amount
<input checked="" type="checkbox"/>	Onsite Needs Analysis and Configuration – 40 hours	\$5,040.00
<input checked="" type="checkbox"/>	Onsite 'Train-the-Trainer' Training – 5 days (up to 6 staff)	\$7,350.00
<input checked="" type="checkbox"/>	Remote, Web-based Training – 46 Hours	\$4,830.00
<input checked="" type="checkbox"/>	Data Conversion from Two (2) Legacy Systems- 280 Hours	\$35,280.00
<input checked="" type="checkbox"/>	EnvisionConnect Extender Set-up and Configuration	\$5,040.00
<input checked="" type="checkbox"/>	Project Travel and Per Diem	\$2,933.98
	Total One-Time Professional Service Fees	\$60,473.98

B.5.4 Payment Schedule

First Year License and Support Fees

Payment Percentage	Milestone
50 Percent	Contract Signing
20 Percent	Secure Access to hosted database for configuration
30 Percent	Delivery of Notice of Project Completion

Data Conversion from Legacy Systems

Payment Percentage	Milestone
40 Percent	Contract Signing
30 Percent	Delivery of Data Conversion Plan
30 Percent	Acceptance of the Converted Data

Extender Set-up and Configuration

Payment Percentage	Milestone
50 Percent	Contract Signing
50 Percent	Acceptance of Completed Work

Onsite Needs Analysis and Configuration and Per Diem

Payment Percentage	Milestone
100 Percent	At Completion of Onsite Event

Onsite Training and Per Diem

Payment Percentage	Milestone
100 Percent	At Completion of Each Onsite Training Event

Web Based Training

Payment Percentage	Milestone
100 Percent	Invoiced Monthly Based on Hours Used

All invoices are payable net forty-five (45) days.

COUNTY agrees to pay for additional FTE Inspectors as they are added at CONSULTANT's then prevailing license and maintenance fees.

After the initial term and for successive terms thereafter, CONSULTANT will notify COUNTY at least sixty (60) days prior to the end of the then current term of CONSULTANT's intent to increase prices for the successive term. Per term fee escalation will be equal to the change in the consumer price index over the prior term, with a minimum zero percent (0%) increase per year, and a maximum five percent (5%) increase per year. For purposes of this section, "consumer price index" shall mean the Consumer Price Index - All Urban Consumers - United States Average - All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

DECADE will assess and COUNTY agrees to pay a late charge of 1 ½ % per month, or the highest amount allowed by law, for each month a payment is thirty (30) days past due.

DECADE reserves the right to withhold services for non-payment of fees.

Fees for COUNTY's use of the licensed programs listed in Section C.4.2 are due and payable when invoiced.

B.5.5 Payment Frequency

Second and successive annual license and support fees will be paid in advance annually.

Ck Payment Frequency

☒ Annually

☐ Monthly

B.5.6 COUNTY Contact for Billing Issues

Clark Pickell
Hazardous Waste Supervisor
915 8th St. Ste. 119
Marysville, CA 95901

Phone: (530) 749-7523

Fax: (530) 749-5454

E-mail: cpickell@co.yuba.ca.us

ATTACHMENT C

ADDITIONAL PROVISIONS

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

C.2 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect, during the term of this agreement, all licenses, permits, notices, and certificates required by law and by this Agreement.

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

C.4 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives, as provided in the Agreement. It is the CONSULTANT's responsibility to ensure that the scope of services in Attachment A can be satisfactorily executed under the project conditions. No modification of the Contract Sum in Attachment B, Payment, will be made for failure to adequately examine the existing project conditions.

COUNTY must, expressly and in writing, accept requirements, design, configuration and conversion. CONSULTANT shall remedy any problems holding up acceptance in a manner and timeline acceptable to the COUNTY, to the extent CONSULTANT is responsible for said problems. Failure by the CONSULTANT to take corrective action within 24 business hours after personal or telephonic notice by the COUNTY's representative on conditions affecting essential use of the hardware and software systems, safety or the preservation of hardware and software systems, and within ten business days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All reasonable costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

C.5 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential. CONSULTANT personnel working on this project must sign a COUNTY CONFIDENTIALITY FORM, NON EMPLOYEE ACCESS FORM AND REMOTE ACCESS REQUEST FORM.

C.6 SECURITY CLEARANCE AND BACKGROUND CHECK. CONSULTANT shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONSULTANT personnel with access to any confidential COUNTY information, COUNTY secured access areas, or COUNTY equipment, including personnel performing any post-implementation support, are required to pass a background check and security clearance. Such background and security check shall be conducted at the CONSULTANT's expense and shall be coordinated by the CONSULTANT with the Yuba COUNTY Probation Department, 215 5th St. Marysville, CA 95901. CONSULTANT personnel shall provide the following information to the COUNTY Probation Department for security and background check: date of birth, Social Security number, driver's license number, and current address. This requirement shall apply to any new personnel due to employee turnover.

CONSULTANT will provide names of all persons who are scheduled to perform services pursuant to this agreement; including any post implementation support to the COUNTY's authorized representative named in this Agreement along with results of background and security check prior to start of work. The COUNTY reserves the right to review the personal background information and to conduct further security clearances on the CONSULTANT's assigned personnel. CONSULTANT personnel must be cleared by the COUNTY prior to start of work. Any person or persons not acceptable to the COUNTY shall be prohibited from working on COUNTY facilities. Infractions in the background investigation may be grounds for disqualification. It will be the responsibility of the CONSULTANT to meet with the COUNTY's authorized representative to discuss these matters. The Agreement may be terminated if the CONSULTANT is unable to perform the work with persons acceptable to the COUNTY.

ATTACHMENT D
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

D.4 INDEMNITY. CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or subcontractors, except to the extent caused by the negligence, omission or willful misconduct of, or resulting from work performed by or at the direction of, COUNTY, its employees, agents, consultants or subcontractors.

CONSULTANT shall obtain COUNTY's written approval before compromising or settling any litigation on which COUNTY is a defendant, or before making any admission of liability on the part of COUNTY.

CONSULTANT shall not be required to defend, indemnify or hold harmless COUNTY unless COUNTY does all of the following:

D.4.1 The COUNTY shall notify CONSULTANT of the claims, damages, losses and/or expenses in writing within a reasonable period of time, such that CONSULTANT suffers no prejudice to its rights;

D.4.2 Give CONSULTANT the right to control and direct the defense and settlement of that action;

D.4.3 The COUNTY make no compromise, settlement or admission of liability; and

D.4.4 The COUNTY shall provide reasonable assistance and cooperation in the defense of that action.

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

D.6 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement, unless such assignment follows CONSULTANT's sale of the SYSTEM to a third party, or the transfer of a majority of the membership shares in the CONSULTANT entity. Any other attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect. In the event of a valid assignment, COUNTY may, within ten (10) business days of being provided with notice of such assignment, elect to terminate this Agreement with no termination penalty. Notice of such election shall be provided to CONSULTANT in writing.

D.7 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons. COUNTY shall not attempt to hire any current or former CONSULTANT staff member until two years after separation from employment with CONSULTANT. CONSULTANT shall not hire COUNTY employees and former COUNTY employees until two years after separation from COUNTY employment.

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

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the

COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

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

Any tax, such as sales and use taxes, exclusive of property and income taxes, that CONSULTANT is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by COUNTY to CONSULTANT, or COUNTY shall pay directly to the taxing agency with proof of payment provided to CONSULTANT. This obligation extends retroactively if so assessed by a taxing agency.

If COUNTY is using the Licensed Programs in California, and receives the Licensed Programs on tangible personal property (for example floppy disks, magnetic tape, Zip disk, CD-ROM, or any other medium by which the Licensed Programs are temporarily stored to effect transfer to COUNTY's computer) then the full license and support fee, as well as training and conversion fees, are subject to California sales and use tax. The definition of transfer is the leaving behind of such tangible personal property. However, if the Licensed Programs are received by COUNTY over communication lines, via the Internet, a bulletin board service or through a direct connection between COUNTY and CONSULTANT computers, the license and support, training, and conversion fees are not subject to sales and use tax. In California, all parts and supplies are subject to sales and use tax, and hourly-based professional services, other than training and file conversion for the Licensed Programs, are not.

If COUNTY is using the Licensed Programs in a state other than California then COUNTY is responsible for knowing the sales and use tax rules of that state, and remitting all applicable sales and use taxes as appropriate.

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

D.11.1 COUNTY shall pay CONSULTANT the contract value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement, or a pro rata portion thereof for any uncompleted work, not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the value of the

services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

D.11.2 COUNTY will cease using Licensed Materials immediately upon termination.

D.11.3 Within thirty (30) days after termination for any reason, COUNTY will furnish CONSULTANT with an affidavit certifying that the original and all copies, in whole or in part, of the Licensed Materials have been returned to CONSULTANT or destroyed by COUNTY, and that COUNTY does not have any Source Code in its possession, custody or control.

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

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

D.14 OWNERSHIP OF INFORMATION. All professional and technical information, and all work sheets, reports, and related data, developed by COUNTY shall become the property of COUNTY, except to the extent they contain materials owned by CONSULTANT. COUNTY shall receive a limited, non-transferable, non-sub licensable, and non-exclusive license to utilize, for its own internal purposes only, the following documents owned by CONSULTANT:

Training Materials; Custom Report Requests, Professional Services Requests, Conversion Plans, Data Validation Plans, Data Validation Reports.

The COUNTY agrees to defend, indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

CONSULTANT is the lawful owner or licensee of all proprietary rights whatsoever in the Licensed Materials including any changes, additions, and enhancements in the form of new or partial programs or documentation, but not as to limit the generality thereof, all copyright interests in the Licensed Materials. All copies of the Licensed Materials provided to, or reproduced by, the COUNTY pursuant to this Agreement are, and remain the property of CONSULTANT. No rights in the Licensed Materials are granted to anyone other than those set forth in this Agreement. The COUNTY shall use its commercially reasonable best efforts to prevent any violations of CONSULTANT's property rights in the Licensed Materials and shall, under no circumstances, sell, lease, sublease, sublicense, assign, barter, encumber, or otherwise transfer the Licensed Materials or use the Licensed Materials for the processing of data for others, except as provided herein.

The COUNTY shall have no right to modify, enhance or otherwise change the Licensed Materials in any way without the prior written consent of the CONSULTANT. However, the COUNTY may merge the Licensed Materials into other materials to form a system, provided that upon termination of the License granted by this Agreement, the Licensed Materials will be completely removed from the system and treated as though permission to merge had never been granted. Use of the Licensed Materials in a system shall remain subject to all other terms of this Agreement.

The Licensed Materials and all other data or materials supplied by CONSULTANT to COUNTY are confidential and proprietary to CONSULTANT, protected by law and of substantial value to CONSULTANT, and their use and disclosure must be carefully and continuously controlled.

The Licensed Materials and the Source Code are protected by the Copyright Laws of the United States.

All logos, trademarks and trade names of CONSULTANT are proprietary to CONSULTANT and may only be used as authorized in writing by CONSULTANT.

COUNTY shall keep all property of CONSULTANT free and clear of all claims, liens and encumbrances.

COUNTY shall notify immediately of the unauthorized possession, use or knowledge of any item supplied to COUNTY pursuant of this Agreement.

In the event COUNTY breaches or attempts to breach any of the provisions of this Section D.14, CONSULTANT shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate. The provisions of this Section D.14 shall survive termination of this Agreement.

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

Any waiver of any clause of this Agreement shall not constitute a subsequent waiver of that clause or any other clause. Failure or delay of either party to enforce compliance with any clause shall not constitute a waiver of such clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
915 8th Street
Suite 119
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Kevin Delaney
Decade Software Company, LLC
4201 West Shaw Ave, Ste. 102
Fresno, CA 93722
Phone: 800-233-9847 ext 703
Fax: 559-271-2892
kevindelaney@decadesoftware.com

ATTACHMENT E

INSURANCE PROVISIONS

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

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

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Errors & Omissions Liability insurance appropriate to the CONSULTANT's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

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

a. General Liability: (including operations products and completed operations, as applicable.)	\$1,000,000	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
b. Automobile Liability:	\$1,000,000	Per accident for bodily injury and property damage.
c. Workers' Compensation:	As required by the State of California	
d. Employer's Liability:	\$1,000,000	each accident, \$1,000,000 policy limit bodily by disease, \$1,000,000 each employee bodily injury by disease.
e. Errors & Omissions Liability:	\$1,000,000	per occurrence.

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

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

- a. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased or borrowed by the CONSULTANT.
- b. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

- a. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the COUNTY for review.
- e. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

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

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

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

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

E.5 Sub-Contractors. CONSULTANT shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

ATTACHMENT F

LICENSE AND SUPPORT AGREEMENT

WHEREAS CONSULTANT is the developer and owner of a certain set of software products marketed using the trade name EnvisionConnect;

AND WHEREAS COUNTY desires to obtain from CONSULTANT a revocable, non-exclusive, non-sub licensable and non-transferable license for the Environmental Health and CUPA Department to use CONSULTANT's Licensed Materials and professional services;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein, the parties agree as follows:

Definitions

Licensed Materials: The term "Licensed Materials" shall mean computer programs, in object form, and all related documentation and materials licensed to COUNTY under the terms of this Agreement. Licensed Materials shall not include Source Code.

Licensed Programs: The term "Licensed Programs" shall mean the object code version of the software, as well as all updates, enhancements and releases. Licensed Programs are a sub-set of the Licensed Materials.

Source Code: The term "Source Code" shall mean a full source language statement of the programs owned by CONSULTANT and used to prepare the Licensed Programs, including any updates, enhancements, revisions and modifications thereto that are licensed to COUNTY under this Agreement. Source Code shall not include any source language statements for any portion of the Licensed Programs owned by or sublicensed from third parties.

Effective Date: Commencement Date.

Anniversary Date: Each calendar year after the Effective Date.

Version: The term "Version" shall mean an issue of Licensed Programs, which has been made available to the COUNTY.

Professional Service Request (PSR): The term "PSR" shall mean the document and process required to authorize professional services which are outside of those agreed to in Attachment A, Scope of Services.

EnvisionConnect: The term EnvisionConnect shall mean the trade name for the Licensed Programs provided under this Agreement as described in Attachment F.

Inspector: The term "Inspector" shall mean a COUNTY staff member whose job function requires fifty percent (50%) or more time is spent conducting field activities such as inspections or investigations.

License

CONSULTANT hereby grants to COUNTY, and COUNTY hereby accepts from CONSULTANT, subject to the terms and conditions of this Agreement, a revocable, non-exclusive, non-sub licensable and non-transferable license ("License") to use the Licensed Materials solely for COUNTY's own use. The License shall be restricted for use with one (1) production server database with a single set of master code tables.

The License also authorizes COUNTY to maintain one back up copy of the Licensed Programs for use with databases for back up and testing purposes only. COUNTY agrees to maintain appropriate records on the quantity and location of all such copies, and produce same on demand by CONSULTANT. COUNTY agrees to include the CONSULTANT copyright notice on all copies, in whole or in part, of any form. COUNTY agrees to receive prior written approval from CONSULTANT before copying any portion of the Licensed Programs for any other purpose, which CONSULTANT may, at its sole and unfettered discretion, grant or not grant.

COUNTY may not assign, sublicense or otherwise transfer, in whole or in part, the License, Licensed Materials, this Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of CONSULTANT.

COUNTY agrees to not allow access to the Licensed Programs to any third party without written permission from CONSULTANT.

No licenses or rights have been granted to COUNTY with respect to the Source Code.

Support Services

The following services are included in the license and support fees:

Telephone Support

CONSULTANT provides toll free phone support during CONSULTANT's regular business hours (8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and State holidays excluded.) Authorized callers will be limited to the COUNTY's Primary IT and Primary Customer Service Contacts.

Incident Response Time

- E-mail, Phone, or Fax Submissions: One (1) hour M-F, 8 A.M. to 5 P.M. with Federal and State holidays excluded
- Internet Submission: instantaneous Web response with incident tracking number

CONSULTANT supports both the applications developed in-house and the database backend on which these applications run.

Web-based Support

All client's have 24-hour access to CONSULTANT's web resources.

- Incident Reporting
- Resolution Reporting
- System Documentation
- "Did You Know" Articles
- Online Support Forms

Licensed Programs Maintenance

CONSULTANT will provide Licensed Programs maintenance, which includes defect fixes, and any other required modifications to keep the Licensed Programs in conformance with the specifications contained in the then current CONSULTANT Licensed Materials. CONSULTANT will amend the specifications only to remove documentation errors, provide consistency of interpretation or describe improvements to the Licensed Programs. CONSULTANT will correct any error or malfunction in the Licensed Programs that prevents them from operating in conformance with the then current Licensed Materials, or CONSULTANT will provide a commercially reasonable alternative that will conform to the then current Licensed Materials. If COUNTY's system is inoperable due to a reproducible error or malfunction, and COUNTY is using the current release of the Licensed Programs, CONSULTANT will provide continuous effort to correct the error or malfunction.

User Community Tools

User Groups: User group meetings occur on a frequency determined by the user community. These meetings allow users to share ideas, workflows, etc. COUNTY may send representatives to any user group meeting conducted by CONSULTANT clients.

List Server: CONSULTANT's clients use a list server to share information. Workflows for the Licensed Programs, environmental regulation workflows, user-customized reports, and general questions and answers are available.

Decade Exchange: Decade Exchange is a web-based file exchange solution that provides a secure area where clients can share files. Clients have the freedom to upload/download useful reports, scripts, and other files at times most convenient to them.

Clients have a searchable archive of environmental regulation workflows, Licensed Programs workflows, user-customized reports, scripts, and general questions and answers that can be accessed through keyword searches. Users have the option of drilling down through categories or searching for files by using a search dialog box.

Refresher Training

There will be no charge for refresher training conducted at CONSULTANT's office on mutually agreeable dates, if the material was covered and the attendee(s) attended COUNTY's initial training. Refresher training does not include training for new Licensed Programs, or COUNTY staff who have not been trained before, which are billable services.

**Client Relationship
Management**

CONSULTANT utilizes a Client Relationship Management (CRM) software application that enables CONSULTANT to manage every aspect of CONSULTANT's relationship with COUNTY. COUNTY information acquired from sales, marketing, client services, and support is captured and stored in a centralized database to improve client satisfaction. Unless required by law, CONSULTANT will not release any COUNTY information to a third party without prior authorization from the COUNTY.

CONSULTANT has the right, at its sole discretion, to eliminate, add to, or modify these services.

Items Not Covered by License and Support Fee

The following services will be provided on a fee basis. Attachment B contains prices for license fees, and all services included in Attachment A, Scope of Services, that are agreed upon as a condition of the Agreement. Services not specifically included in Attachment A can be obtained from CONSULTANT after completion and approval of a Professional Service Request (PSR) at the standard rates identified in Attachment B.

**Support Initiated Outside
Normal Working
Hours**

CONSULTANT's normal working hours are 8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and California State holidays excluded. If COUNTY requires or initiates service outside these hours, COUNTY will pay for such support at CONSULTANT's prevailing rates.

Data Conversion

**Data Correction or
Restoration**

Unless caused by CONSULTANT's negligence while working on COUNTY's system.

Custom Programming

Software Implementation

**Initial and New Staff
Training**

COUNTY will reimburse CONSULTANT for out-of-pocket costs expended on COUNTY's behalf, unless such costs are caused by CONSULTANT's negligence. These can include travel and per diem, parts and supplies, media and reproduction. Payment to be within the definitions and constraints defined in Attachment B, Prices and Payment, whereby travel and other costs may only be expended with prior written approval of COUNTY and at COUNTY's per diem rates.

Warranty and Limitation of CONSULTANT's Liability

CONSULTANT warrants that the media used to deliver the Licensed Materials to COUNTY is free from mechanical or recording defects, and if such defects are found, CONSULTANT will immediately replace the defective media.

CONSULTANT warrants that it is the owner or licensee of the Licensed Materials and that it has the right to grant the License granted hereunder. CONSULTANT agrees to defend COUNTY against, and pay the amount of any adverse final judgment (or settlement to which CONSULTANT consents and COUNTY concurs) resulting from third party claim(s) (hereinafter "Indemnified Claims") that the Licensed Materials infringe any copyright or patent; provided CONSULTANT is notified promptly in writing of the Indemnified Claims and has sole control over its defense or settlement, and COUNTY provides reasonable assistance in defense of same.

CONSULTANT warrants that the Licensed Programs will perform substantially in accordance with its then-current Licensed Materials, at no additional cost to COUNTY, provided that:

- the Licensed Programs have not been modified, changed or altered by anyone other than CONSULTANT or as authorized by CONSULTANT in writing;
- COUNTY is operating the then-current version of the Licensed Programs;
- COUNTY's computer system is in good operating order and is installed to common industry standards;
- COUNTY's computer system configuration used in the operation of the Licensed Programs meets CONSULTANT's approved specifications as contained in the Statement of Work, Appendix C;
- the error or defect is not caused by COUNTY or its agents, employees or contractors;
- COUNTY promptly notifies CONSULTANT of the error or defect when it is discovered;
- all fees then due to CONSULTANT have been paid; and
- COUNTY is not otherwise in breach of its obligations under this Agreement.

In such event, CONSULTANT shall use its commercially reasonable efforts to cause the Licensed Programs to perform substantially in accordance with its then-current Licensed Materials as soon as reasonably practicable under the circumstances.

If COUNTY notifies CONSULTANT of such error or defect and, after investigation by CONSULTANT, CONSULTANT determines that such error or defect occurred as a result of COUNTY not being in compliance with one or more of the reasons listed above, then COUNTY shall reimburse CONSULTANT at CONSULTANT's then prevailing rates for all costs incurred in investigating such error or defect. Costs shall not be incurred on COUNTY behalf without prior written approval of COUNTY.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS, THE LICENSED MATERIALS OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY CONSULTANT TO COUNTY IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS AN EXPRESS LIMITATION OF LIABILITY, COUNTY'S SOLE AND EXCLUSIVE REMEDIES AND CONSULTANT'S ONLY OBLIGATIONS UNDER THE WARRANTIES SET

FORTH ABOVE AND THIS AGREEMENT IS TO CAUSE THE LICENSED PROGRAMS TO OPERATE SUBSTANTIALLY IN ACCORDANCE WITH CONSULTANT'S THEN-CURRENT LICENSED MATERIALS OR TO CORRECT THE THEN-CURRENT LICENSED MATERIALS.

- The limitation of liability described in this Section excludes damages arising from crimes, torts or intentional acts of CONSULTANT and their respective, employees, officers, or agents which result in personal injury, tangible property damage or death to any person. This exclusion shall not apply to any claims with respect to the licensed Program or the performance of CONSULTANT under this Agreement (except as they may result in personal injury, tangible property damage or death).
- For the purposes of this limitation, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells data processing devices or any other media which are used with electronically controlled equipment.

CONSULTANT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS SHALL MEET COUNTY'S REQUIREMENTS OR SHALL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SYSTEMS WHICH COUNTY SELECTS FOR USE, OR THAT THE OPERATION OF THE LICENSED PROGRAMS SHALL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS AND DEFECTS HAVE BEEN IDENTIFIED AND CORRECTED BY CONSULTANT.

7.6 CONSULTANT's obligations as stated in this section will not apply to any claim, suit or proceeding to the extent it is based on any of the following:

- any modification of the EnvisionConnect software other than by CONSULTANT, or the combination of the software with non-CONSULTANT software or any hardware that fails to comply with the EnvisionConnect hardware and software requirements;
- COUNTY's use of other than the latest release of the EnvisionConnect software if COUNTY is informed that a claim, suit or proceeding can be avoided by use of the latest release;
- any use of the EnvisionConnect software not authorized by this Agreement; or
- any modification or derivative work made by CONSULTANT based on COUNTY's instructions, designs or specifications.

CONSULTANT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER SUFFERED OR INCURRED BY COUNTY AS A CONSEQUENCE OF THE USE OR PERFORMANCE OF THE LICENSED PROGRAMS OR OTHERWISE, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSULTANT SHALL NOT BE LIABLE FOR ANY LOSS, COST, EXPENSE OR DAMAGE TO COUNTY IN AN AMOUNT EXCEEDING THE SUM OF THE INITIAL LICENSE FEE ACTUALLY PAID BY COUNTY TO CONSULTANT UNDER THIS AGREEMENT, CONSULTANT SHALL ALSO NOT BE LIABLE FOR DAMAGES ARISING FROM, OR RELATED TO, ANY NEGLIGENCE (INCLUDING GROSS NEGLIGENCE), OMISSION OR

INTENTIONAL ACT ON THE PART OF THE COUNTY, OR THE COUNTY'S SUPERVISORS, MANAGERS, EMPLOYEES, AGENTS OR OTHER CONTRACTORS. COUNTY AGREES THAT IT SHALL NOT ASSERT ANY CLAIMS AGAINST CONSULTANT BASED ON ANY THEORY OF STRICT LIABILITY.

COUNTY Responsibilities

COUNTY is responsible for the following:

- Timely payment of CONSULTANT invoices in accordance with Attachment B, Prices and Payment.
- Implement a test system and use to install new Versions of the Software prior to installing in a production environment.
- Provision of appropriate operating environment for COUNTY's computer system, COUNTY employees, and CONSULTANT staff when at COUNTY location.
- Provision of knowledgeable, competent operators with an understanding of COUNTY's operations.
- Scheduled training to properly prepare COUNTY's staff to use Licensed Programs.
- Backing up files and Licensed Programs daily, or whenever they change, and keeping them in a secure place.
- Notifying CONSULTANT of a problem as soon it appears.

Version and Module Upgrades

CONSULTANT will periodically make Licensed Programs upgrades and enhancements available to COUNTY.

CONSULTANT will provide the necessary instructions and software tools so COUNTY can install the upgrades and modifications.

COUNTY will maintain its system at the current release level of the Licensed Programs. Ninety (90) days after the release of a new Licensed Programs Version, CONSULTANT will not be obligated to maintain prior Versions. CONSULTANT will have the sole discretion to decide if new Licensed Programs are a no charge upgrade, a no charge enhancement, or a billable offering. Billable offerings are optional, and COUNTY will not be required to purchase them to maintain the current release level.

Access to COUNTY Systems

COUNTY shall provide a VPN account for CONSULTANT to access COUNTY system remotely provided CONSULTANT meets requirements outlined in Attachment C, Other Terms and Conditions, Provision C.5. and C.6. This access will be used to provide technical support and problem resolution. COUNTY shall install its own security measures to prevent unauthorized access. COUNTY shall be responsible for ensuring the availability of remote access via network VPN as indicated in Attachment A, A2.2 COUNTY Project Deliverables. CONSULTANT shall provide COUNTY with the appropriate communication software at no additional cost.

Third Party Software

SAP Business Objects Crystal Reports

Crystal Reports is a database report designer and viewer owned by SAP Business Objects. CONSULTANT utilizes Crystal Reports to design "canned" and custom reports that are later distributed with the Licensed Materials. The Licensed Materials includes a server-side report generation component. This is allowed under section 4.2.5 of the Crystal Reports Standard, Professional, and Developer License Agreement. Use of the server-side report generation component within the Licensed Materials is subject to the following terms.

COUNTY agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;

COUNTY agrees not to distribute the Runtime Product to any third party;

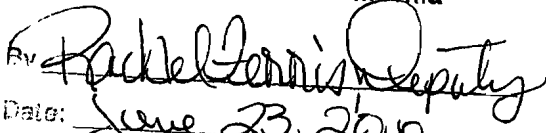
COUNTY agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP Business Objects product offerings;

COUNTY agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP Business Objects;

COUNTY agrees not to use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;

SAP BUSINESS OBJECTS AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. BUSINESS OBJECTS AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE.

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

By: 
Date: June 23, 2010



Addendum

This is an Addendum ("Addendum") to the License and Support Agreement #292-10 effective June 22, 2010 ("Agreement") between Decade Software Company, LLC with principal place of business at 1195 West Shaw Avenue, Fresno, California 93711 ("Decade"), and Yuba County Environmental Health/CUPA Department ("Client"), with principal place of business at 915 8th Street, Suite 123, Marysville, California 95901.

This Addendum shall be incorporated in its entirety into the Agreement. To the extent any provision contained in this Addendum conflicts with any provisions contained in the Agreement, the terms in this Addendum shall control.

1. Term

Through this Addendum, the Agreement will be extended for two (2) years, 06/22/13 through 06/21/15.

2. Fees and Payment

Prices in Agreement Attachment B, Section B.5.3, will remain the same for the term 06/22/13 to 06/21/15:

Ck	Annual Fee Description	No. of Inspectors	Monthly Rate	Monthly Cost	Annual Cost
<input checked="" type="checkbox"/>	EnvisionConnect	9	\$ 105.00	\$ 945.00	\$ 11,340.00
<input checked="" type="checkbox"/>	EnvisionConnect Remote	9	\$ 52.50	\$ 472.50	\$ 5,670.00
<input checked="" type="checkbox"/>	Waiver of Subrogation Insurance Fee	N/A			\$ 250.00
	Subtotal			\$ 1,417.50	\$ 17,260.00
	Total Recurring Fees			\$ 1,417.50	\$ 17,260.00



3. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on _____, 2013.

"COUNTY"

COUNTY OF YUBA

Andy Vasquez,
Chair, Board of Supervisors

"CONSULTANT"

DECADE SOFTWARE COMPANY, LLC

Kevin Delaney,
Chief Executive Officer

INSURANCE PROVISIONS APPROVED

Martha Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil Morris-Jones,
County Counsel

Attest:

Donna Stottlemeyer
Clerk of the Board of Supervisors

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



BUILDING
749-5440 • Fax 749-5616

269-13 CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

July 9, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Specifications and Estimate and Authorization to Bid for 2013 Microsurfacing – Various Locations

RECOMMENDATION:

Approval of Specifications and Estimate and authorize the subject project for advertisement of bids, with a tentative bid opening date of August 1, 2013. The Specifications are available for review at Public Works.

BACKGROUND:

The following roadways make up the 2013 Microsurfacing – Various Areas Project:

CSA 13	(8,075 SY)	Manna Lane
CSA 48	(36,544 SY)	South of McGowan
CSA 66A	(364,339 SY)	Plumas Lake Blvd – River Oaks Blvd Area
CSA 66B	(38,302 SY)	Olivehurst - McGowan Area
CSA 66C	(93,107 SY)	River Oaks – Leighton Grove Area
CSA 66D	(25,935 SY)	Arboga – Maryclair Area
CSA 69	(10,670 SY)	Rose Ave – Summerfield Area
Yuba County Roads	(7,473 SY)	Various Areas Adjacent to CSAs

DISCUSSION:

The work in general will consist of placing a Microsurfacing overlay and thermoplastic markings and striping where appropriate. The engineer's estimate for the project is \$1,500,000. The project is expected to be completed by mid October 2013.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as the project components are included in the approved Master Transportation Plan.

FISCAL IMPACT:

This project will be funded through CSAs 13, 48, 66A, 66B, 66C, 66D and 69 with a small portion coming from the Road Fund for the county roads (approximately \$15,000).

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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

July 9, 2013



270-13

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

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

TO: Board of Supervisors

FROM: Wendy Hartman, Planning Director *WH*
Kimberly Grimes, YCCSC Executive Director *KG*

SUBJECT: **Approve 2014/2015 CSBG Community Action Plan**

Recommendation:

It is recommended that the Yuba County Board of Supervisors approve the 2014/2015 Community Services Block Grant (CSBG) Community Action Plan.

Background:

The Yuba County Community Services Commission (CSC) expects to receive and administer CSBG funds for CY 2014 and CY 2015. The State Department of Community Development (CSD) requires agencies receiving these funds to submit a semi-annual Community Action Plan. CSD uses this information to develop and complete the State Community Action Plan and grant application. The Community Action Plan also serves as guideline for the goals, priorities, and strategies to deliver services to the low-income population of Yuba County.

Discussion:

This is a summarization of the required sections of the 2014-2015 Community Services Block Grant Community Action Plan.

Requirement 1: Community Information Profile and Needs Assessment -- The 2013 Community Services needs assessment was utilized as an additional needs assessment tool. The needs identified by the community through this method were combined with the public hearing information and written comments, evaluated and prioritized. Goals were developed.

Requirement 2: The statewide priority developed by CSD has been accepted, which is Family Self-Sufficiency (FSS).

- Requirement 3: The Federal Assurances that indicate the activities this agency administers.
- Requirement 4: The State Assurances that indicate the activities this agency administers.
- Requirement 5: The required public hearing was held by the CSC on March 20, 2013, with written comments and verbal testimony accepted.
- Requirement 6: Monitoring and evaluation method is described to ensure the program and fiscal performance is in accordance with the objectives is the Community Action Plan.

Committee Action:

The Yuba County Community Services Commission recommends approval.

Fiscal Impact:

There is no fiscal impact to the general fund.

A complete copy of the Community Action Plan is on file and available for review in the Housing and Community Services office.

Please contact Kimberly Grimes at 749-5460 for questions regarding the Community Action Plan, or for additional information.

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

**APPROVE THE 2014/2015)
YUBA COUNTY COMMUNITY SERVICE BLOCK)
GRANT (CSBG) COMMUNITY ACTION PLAN)**

RESOLUTION NO. _____

WHEREAS, Yuba County Community Services Commission (CSC) expects to receive and administer CSBG funds for CY 2014 and CY 2015, The State Department of Community Development (CSD) requires agencies receiving these funds to submit a semi-annual Community Action Plan; and

WHEREAS, CSD uses this information to develop and complete the State Community Action Plan and grant application, The Community Action Plan also serves as guideline for the goals, priorities, and strategies to deliver services to the low-income population of Yuba County; and,

WHEREAS, the Community Action Plan was submitted and signed by the Chair on June 26, 2013 due to the Plan deadline of June 30, 2013. The plan is now retroactively being submitted to the full Board for approval;

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby adopts the Yuba County Community Services Commission Community Action Plan and ratifies Board Chairman Andy Vasquez' signature, dated June 26, 2013, on said Plan.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



**COMMUNITY SERVICES BLOCK GRANT
2014/2015 PROGRAM YEAR COMMUNITY ACTION
PLAN COVER PAGE**

TO: Department of Community Services and Development
Attention: Field Operations Unit
2389 Gateway Oaks Drive #100
Sacramento, CA 95833

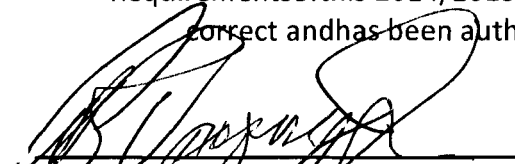
FROM: Yuba County Community Services Commission
915 8th Street, Suite 130
Marysville, CA 95901

Agency Contact Person Regarding Community Action Plan

Name: Kimberly Grimes
Title: Executive Director
Phone: 530-749-5460 Ext. 5451
Fax: 530-749-5464
Email: kgrimes@co.yuba.ca.us

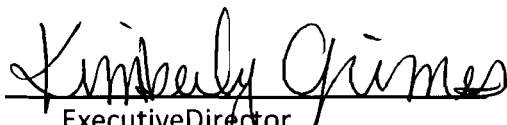
**CERTIFICATION OF COMMUNITY ACTION PLAN AND
ASSURANCES**

The undersigned hereby certify that this agency complies with the Assurances and Requirements of this 2014/2015 Community Action Plan and the information in this CAP is correct and has been authorized by the governing body of this organization.

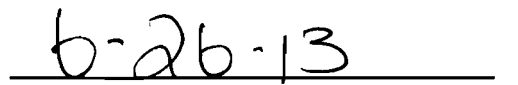


Board Chairperson

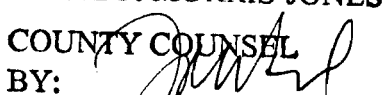
Date



Executive Director



Date

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

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The Table of Contents is to be arranged in the order above. Please include the appropriate page numbers for reference. Additional attachments are to be added as appendices.

III. Vision Statement

The Vision Statement describes a desired future based on your agency's values. The vision is broader than what any one agency can achieve; the agency collaborates with others in pursuit of the vision.

Provide your agency's Vision Statement.

It is envisioned this will be accomplished by advocating on behalf of the poor, identifying community needs, and developing new approaches to remove obstacles causing poverty, and providing innovative and effective programs to eliminate the conditions of poverty.

IV. Mission Statement

The Mission Statement describes the agency's reason for existence and may state its role in achieving its vision.

Provide your agency's Mission Statement.

The mission of the Yuba County Community Services Commission is to assist low-income residents of Yuba County in achieving self-sufficiency.

V. Community Information Profile

State law requires each CSBG eligible entity to develop a CAP that will assess poverty-related needs, available resources, feasible goals, and strategies to prioritize its services and activities to promote the goals of self-sufficiency among the low-income populations in its service area (Government Code 12747(a)).

Community Information Profile:

This section captures the problems and causes of poverty in the agency's service area, based on objective, verifiable data and information (Government Code 12754(a)).

Community Information Profiles shall identify the following:

1. The service area in terms of related factors, such as poverty, unemployment, educational achievement, health, nutrition, housing conditions, homelessness, crime rates, incidents of delinquency, the degree of participation by community members in the affairs of their communities and/or similar factors deemed appropriate by the agency. Factors described in the Community Information Profile must be typical for baseline data and substantiated by corroboration gained through public forums, customer questionnaires, surveys, statistical data, evaluation studies, key informants, anecdotal sources and/or other sources deemed reliable by the agency.

Yuba County is rurally located approximately 40 miles north of Sacramento. Our population is spread over 632 square miles, with the majority of our low-income residents living in Olivehurst, Linda, Marysville and foothill regions. The 2012 census data estimates a 2012 population for Yuba County of, 72,926 which indicates a 1.1% decrease from April 1, 2010 to July 1, 2012. Yuba County is one of the poorest counties in the state. Yuba County still rates among the highest in poverty with an average of persons receiving CAL WORKS or other assistance. The U.S. Census Bureau estimates 2007-2011 20.3% of our residents live below poverty. From 2007 through 2009, the number of recipients receiving public benefits increased yearly for both Food Stamps and AFDC/Cal Works programs. The number of food stamps cases has grown by an average 291 cases per year between 2002 and 2009, with the most significant one-year increase of 700 cases occurring between 2008 and 2009. This trend indicates a continuation of the average growth rate of approximately 10.53 % over the next year, it is estimated that Yuba County's public food stamps caseload will increase by around 427.2 additional cases.

Population Profile: Poverty, 2011

2011 poverty estimates show a total of 13,982 persons living below the poverty rate in the report area.

Table 5. Poverty, 2011

Geographic Area	All Ages		Age 0-17		Age 5-17	
	Number of Persons	Poverty Rate	Number of Persons	Poverty Rate	Number of Persons	Poverty Rate
Yuba County, California	13,982	19.6	5,565	27.0	3,975	27.5
Report Area	13,982	19.6	5,565	27.0	3,975	27.5
California	6,121,726	16.6	2,085,226	22.8	1,431,148	21.7
United States	48,452,035	15.9	16,386,500	22.5	10,976,987	20.8

Source: U.S. Census Bureau. *Small Area Income and Poverty Estimates (SAIPE)*. 2011. Estimates for 2011 were released in December 2012.

Population Profile: Poverty Rate Change, 2000 - 2011

Poverty rate change in the 1 county report area from 2000 to 2011 is shown in Table 6. According to the U.S. Census, the poverty rate for the 1 county area increased by 0.3%, compared to a statewide increase of 5.2%.

Table 6. Change in Poverty Rate, 2000 - 2011

Geographic Area	Persons in Poverty, 2000	Poverty Rate, 2000	Persons in Poverty, 2011	Poverty Rate, 2011	Change in Poverty Rate, 2000 - 2011
Yuba County, California	11,550	19.3	13,982	19.6	0.3
Report Area	11,550	19.3	13,982	19.6	0.3
California	4,304,909	12.7	6,121,726	16.6	3.9
United States	31,581,086	11.3	48,452,035	15.9	4.6

Source: U.S. Census Bureau. *Small Area Income and Poverty Estimates (SAIPE)*. 2011. Estimates for 2011 were released in December 2012.

Population Profile: Households in Poverty

Table 7 shows the number and percentage of households in poverty in the 1 county report area. In 2011, it is estimated that there were 3,993 households, or 16.72 percent, living in poverty within the report area.

Table 7. Households in Poverty, 2007 - 2011

Geographic Area	Total Households, 2007/2011	Households in Poverty, 2007/2011	% Households in Poverty, 2007/2011
Yuba County, California	23,885	3,993	16.7
Report Area	23,885	3,993	16.7
California	12,433,172	1,575,484	12.7
United States	114,761,360	15,327,307	13.4

Source: U.S. Census Bureau. American Community Survey. 2011 Data Release. December 2013.

The 2011 American Community Survey 5-year data is an average of data collected from 2007 through 2011.

Population Profile: Poverty Rate (ACS)

Table 8 shows the total population estimates for all persons in poverty for the 1 county report area. According to the American Community Survey 5 year estimates, an average of 20.27 percent of all persons lived in a state of poverty during the 2007 - 2011 periods. The poverty rate for all persons living in the 1 county report area is greater than the national average of 14.3 percent.

Table 8. Poverty Rate (ACS), 2007 - 2011

Geographic Area	Poverty Rate for All Persons		
	Total Population	In Poverty	Poverty Rate
Yuba County, California	70,177	14,222	20.3
Report Area	70,177	14,222	20.3
California	36,211,792	5,211,481	14.4
United States	298,766,000	43,739,024	14.3

Source: U.S. Census Bureau, American Community Survey, 2011 Data Release, December 2012. The 2011 American Community Survey 5-year data is an average of data collected from 2007 through 2011.

Population Profile: Households in Poverty by Family Type

Table 9 shows the number of households in poverty by type in the report area. The U.S. Census Bureau estimates that there were 2,616 households living in poverty within the report area.

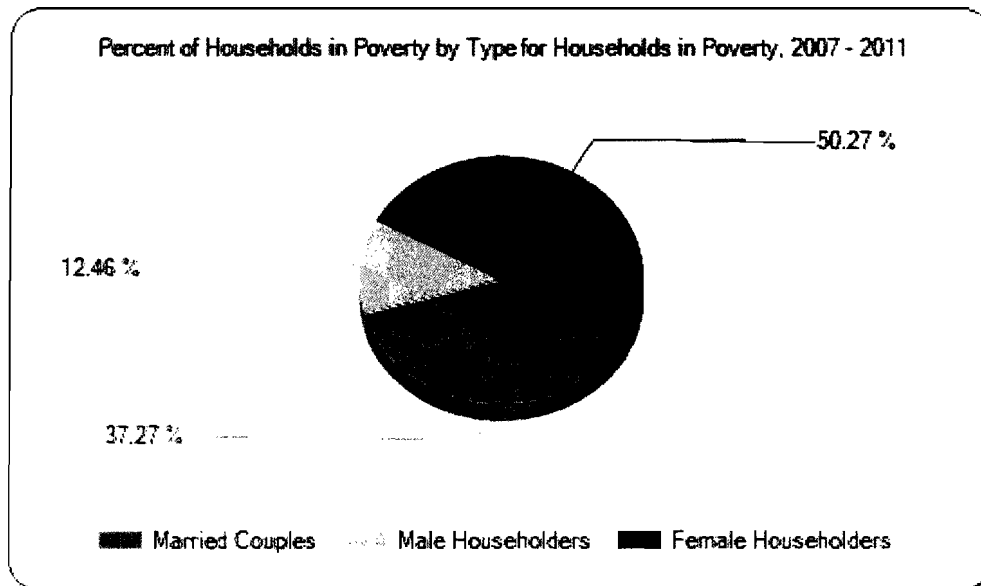


Table 9. Households in Poverty by Family Type, 2007 - 2011

Geographic Area	Total Households, 2007-2011	Households in Poverty			
		Overall	Married Couples	Male Householder	Female Householder
Yuba County, California	17,327	2,616	975	326	1,315
Report Area	17,327	2,616	975	326	1,315
California	8,525,355	917,843	394,268	104,641	418,934
United States	78,507,232	8,000,077	2,890,719	815,895	4,293,463

Source: U.S. Census Bureau, American Community Survey, 2011 Data Release, December 2013. The 2011 American Community Survey 5-year data is an average of data collected from 2007 through 2011.

Note: The poverty rate for Household type is based on the total number of households for that household type.

Population Profile: Household Poverty Rate by Family Type

Table 10 shows percentage of households in poverty by household type in the report area. In 2011, it is estimated that 15.10 percent of all households were living in poverty within the report area, compared to the national average of 10.5 percent. Of the households in poverty, female headed households represented 50.27 percent of all households in poverty, compared to 12.46 and 37.27 percent of households headed by males and married couples, respectively.

Table 10. Household Poverty Rate by Family Type, 2007 - 2011

Geographic Area	All Types	Married Couples	Male Householder	Female Householder
Yuba County, California	15.1	5.6	1.9	7.6
Report Area	15.1	5.6	1.9	7.6
California	10.8	4.6	1.2	4.9
United States	10.6	3.8	1.1	5.6

Source: U.S. Census Bureau, American Community Survey, 2011 Data Release, December 2012. The 2011 American Community Survey 5-year data is an average of data collected from 2007 through 2011.

Note: The poverty rate for Household type is based on the total number of households for that household type.

Population Profile: Child (0-17) Poverty Rate Change, 2000 - 2011

The poverty rate change for all children in the 1 county report area from 2000 to 2011 is shown in Table 11. According to the U.S. Census, the poverty rate for the 1 county area decreased by -0.6%, compared to a national increase of 6.3 percent.

Table 11. Change in Childhood (0-17) Poverty Rate, 2000 - 2011

Geographic Area	Children in Poverty, 2000	Poverty Rate, 2000	Children in Poverty, 2011	Poverty Rate, 2011	Change in Poverty Rate, 2000 - 2011
Yuba County, California	5,101	27.4	5,565	27.0	-0.4
Report Area	5,101	27.4	5,565	26.8	-0.6
California	1,711,407	18.5	2,065,225	22.8	4.3
United States	11,587,118	18.2	16,366,500	22.5	6.3

Source: *U.S. Census Bureau, Small Area Income and Poverty Estimates (SAIPE), 2011.*

Population Profile: Child (0-4) Poverty Rate Change, 2000 - 2011

The poverty rate change for children under five years of age in the 1 county report area from 2000 to 2011 is shown in Table 12. According to the U.S. Census, the poverty rate for the 1 county area decreased by -1.8%, compared to a national increase of 6.6 percent.

Table 12. Poverty Rate Change for Children under Five, 2000 - 2011

Geographic Area	Children 0-4 in Poverty, 2000	Poverty Rate, 2000	Children 0-4 in Poverty, 2011	Poverty Rate, 2011	Change in Poverty Rate, 2000 - 2011
Yuba County, California	1,411	27.1	1,590	25.8	-1.3
Report Area	1,411	27.1	1,590	25.4	-1.8
California	538,189	20.5	654,078	25.6	5.1
United States	4,050,543	20.3	5,409,513	27.0	6.6

Source: *U.S. Census Bureau, Small Area Income and Poverty Estimates (SAIPE), 2011.*

Population Profile: Child (5-17) Poverty Rate Change, 2000 - 2011

The poverty rate change for children ages five to seventeen in the 1 county report areas from 2000 to 2011 is shown in Table 13. According to the U.S. Census, the poverty rate for the 1 county area decreased by 0%, compared to a statewide increase of 7.2%.

Table 13. Poverty Rate Change for Children Ages Five to Seventeen, 2000 - 2011

Geographic Area	Children 5-17 in Poverty, 2000	Poverty Rate, 2000	Children 5-17 in Poverty, 2011	Poverty Rate, 2011	Change in Poverty Rate, 2000 - 2011
Yuba County, California	3,690	27.5	3,975	27.5	0.0
Report Area	3,690	27.5	3,975	27.5	0.0
California	1,173,218	17.7	1,431,148	21.7	4.0
United States	7,536,575	14.6	10,976,887	20.8	6.2

Source: U.S. Census Bureau, Small Area Income and Poverty Estimates (SAIPE), 2011.

Population Profile: Child (0-17) Poverty Rate (ACS)

Table 14 shows the population and poverty estimates for children in the 1 county report area. According to the American Community Survey 5 year data, an average of 28.87 percent of children lived in a state of poverty during the 2011 calendar year. The poverty rate for children living in the 1 county report area is greater than the national average of 19.2 percent.

Table 14. American Community Survey, Child (0-17) Poverty Rate

Geographic Area	Children, Ages 0 - 17 years		
	Total Population	In Poverty	Poverty Rate
Yuba County, California	20,367	5,879	28.9
Report Area	20,367	5,879	28.9
California	9,173,776	1,748,267	19.1
United States	72,850,296	13,980,497	19.2

Source: U.S. Census Bureau, American Community Survey, 2011 Data Release, December 2012. The 2011 American Community Survey 5-year data is an average of data collected from 2007-2011.

Population Profile: Child (0-4) Poverty Rate (ACS)

Table 15 shows the population and poverty estimates for children less than five years of age for the 1 county report area. According to the American Community Survey 5 Year data, an average of 32.04 percent of children fewer than five years of age lived in a state of poverty during the 2011 calendar year. The poverty rate for children under five years of age living in the 1 county report areas is greater than the national average of 23.2 percent.

Table 15. Child (0-4) Poverty Rate

Geographic Area	Children, Ages 0 - 4 years		
	Total Population	In Poverty	Poverty Rate
Yuba County, California	5,990	1,919	32.0
Report Area	5,990	1,919	32.0
California	2,501,424	544,002	21.7
United States	10,864,406	2,502,972	23.2

Source: U.S. Census Bureau, American Community Survey, 2011 Data Release, December 2012. The 2011 American Community Survey 5-year data is an average of data collected from 2007 through 2011.

Population Profile: Child (5-17) Poverty Rate (ACS)

Table 16 shows the population and poverty estimates for children aged five to seventeen for the 1 county report area. According to the American Community Survey 5 year data, an average of 27.54 percent of children aged five to seventeen lived in a state of poverty during the 2011 calendar year. The poverty rate for children age five to seventeen living in the 1 county report area is greater than the national average of 18.8 percent.

Table 16. Child (5-17) Poverty Rate

Geographic Area	Children, Ages 5 - 17 years		
	Total Population	In Poverty	Poverty Rate
Yuba County, California	14,377	3,960	27.5
Report Area	14,377	3,960	27.5
California	6,655,194	1,282,578	19.3
United States	53,042,260	9,947,833	18.8

Source: U.S. Census Bureau, American Community Survey, 2011 Data Release, December 2012

The 2011 American Community Survey 5-year data is an average of data collected from 2007 through 2011.

Population Profile: Seniors in Poverty

Poverty rates for seniors (persons age 65 and over) are shown in Table 17. At 8.1 percent, Yuba County, California, had the lowest percentage of seniors in poverty while Yuba County, California, had the highest percentage of seniors in poverty. According to American Community Survey estimates, there were 569 seniors, or 8.1 percent, living in poverty within the report area.

Table 17. Seniors in Poverty, 2007 - 2011

Geographic Area	Seniors	Seniors in Poverty	Senior Poverty Rate
Yuba County, California	6,987	569	8.1
Report Area	6,987	569	8.1
California	4,071,924	368,560	9.1
United States	38,283,844	3,593,580	9.4

Source: U.S. Census Bureau, American Community Survey, 2011 Data Release, December 2012 *The 2011 American Community Survey 5-year data is an average of data collected from 2007 through 2011.*

Nutrition: Households Receiving SNAP by Poverty Status (ACS)

Table 35 shows that 3,911 households (or 16.37 percent) received SNAP payments during 2011. During this same period there were 1,986 (or 8.31 percent) households with income levels below the poverty level that were not receiving SNAP payments, which is more than the national average of 10.25 percent.

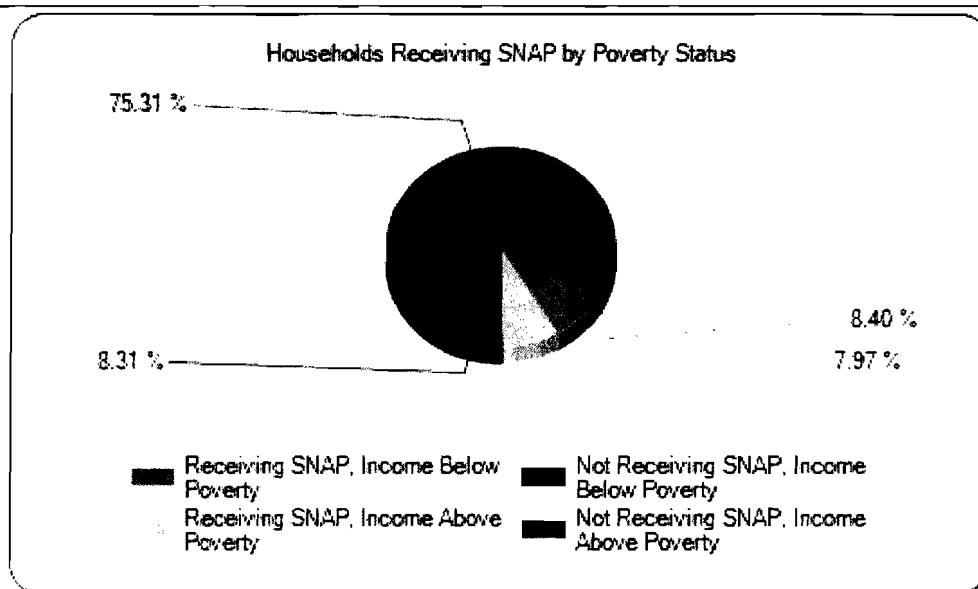


Table 35. Households Receiving SNAP by Poverty Status, 2011

Geographic Area	Households Receiving SNAP				Households Not Receiving SNAP			
	Total	Percent	Income Below Poverty	Income Above Poverty	Total	Percent	Income Below Poverty	Income Above Poverty
Yuba County, California	3,911	16.37	2,007	1,904	19,974	83.63	1,986	17,988
Report Area	3,911	16.37	2,007	1,904	19,974	83.63	1,986	17,988
California	776,851	6.25	405,087	371,764	11,666,321	93.75	1,170,397	10,485,924
United States	11,759,700	10.25	6,361,847	5,397,853	103,001,660	89.75	8,975,460	94,026,203

Source: U.S. Census Bureau, American Community Survey, 2011 Data Release, December 2012.

The 2011 American Community Survey 5-year data is a 5-year average of data collected from 2007 through 2011. SNAP numbers are for the last 12 months of the five-year average (2011).

The drop-out rates for Yuba-Sutter middle school students Yuba County are dramatically declining. From 2004 to 2006 school years, the one-year rate declined from 5.5 to 3.9 percent. In 2011, the dropout rate in Yuba County was 18.3% of public high school students who drop out of high school, based on a four-year adjusted cohort dropout rate (i.e. 14.7% of California 9th-12th grade students dropped out of high-school in 2011). The adjusted cohort dropout rate measures the percentage of students who exit grades 9-12 without a high school diploma, GED, or special education certificate of completion and do not remain enrolled after the end of the fourth year.

Yuba County	Percent	
African American/Black	LNE	
American Indian/Alaska Native	LNE	
Asian American	LNE	
Filipino	LNE	
Hispanic/Latino	22.2%	
Native Hawaiian/Pacific Islander	LNE	
White	17.8%	
Multiracial	LNE	

Data Source: California Dept. of Education, California Basic Educational Data System (CBEDS). Accessed at <http://www.cde.ca.gov/ds/sd/sd/filescohort.asp> (May 2013).

Footnote: Years presented are the final year of a school year, e.g., 2010-11 is shown as 2011. For percentages, LNE (Low Number Event) refers to data that have been suppressed because there were fewer than 20 dropouts in a given racial/ethnic group; for numbers, LNE refers to data that were suppressed because there were 10 or fewer dropouts in a given group. In some cases, this is because a school district or county has an unusually high dropout rate (75% or higher), suggesting a potential problem with the data. Dropout rates for schools districts with a large number of short-term students may be overstated because official enrollment figures may be too low. Schools operated by County Offices of Education are not shown because of the challenges in interpreting dropout figures for high-mobility schools.

Total housing units, median year built and median age in 2010 for the 1 county report area are shown in Table 28.

Table 28. Median Housing Unit Age, 2011

Geographic Area	Total Housing Units	Median Year Built	Median Age (in 2011)
Yuba County, California	27,562	1978	33
Report Area	27,562		
California	13,831,129	1973	38
United States	131,034,944	1975	36

Source: U.S. Census Bureau. American Community Survey, 2011 Data Release, December 2012.

The 2011 American Community Survey 5-year data is a 5-year average of data collected from 2007 through 2011.

Housing: Homeowners

The U.S. Census Bureau estimated there were 11,105 homeowners in the 1 county report area in 2000, and 14,166 owner occupied homes in the report area for the 5 year estimated period from 2007 - 2011.

Table 29. Owner Occupied Homes, 2000 - 2007/2011

Geographic Area	Homes, 2000	Homes, 2007/2011
Yuba County, California	11,105	14,166
Report Area	11,105	14,166
California	6,546,334	7,055,642
United States	339,960	406,513

Source: U.S. Census Bureau, 2000 Census of Population and Housing, Summary File 1, 2000; U.S. Census Bureau. American Community Survey, 2011 Data Release, December 2012.

The 2011 American Community Survey 5-year data is a 5-year average of data collected from 2007 through 2011.

Housing: Vacancy Rates

The U.S. Postal Service provided information quarterly to the U.S. Department of Housing and Urban Development on addresses identified as vacant in the previous quarter. Residential and business vacancy rates for the 1 county report area in the third quarter of 2010 are reported in Table 30. In the third quarter of 2010, a total of 1,891 residential addresses were identified as vacant in the report area, a vacancy rate of 6.89, and 195 business addresses were also reported as vacant, a rate of 13.05.

Table 30. USPS Address Vacancies, Third Quarter, 2010

Geographic Area	Residential Addresses	Vacant Residential Addresses	Residential Vacancy Rate	Business Addresses	Vacant Business Addresses	Business Vacancy Rate
Yuba County, California	27,441	1,891	6.89	1,494	195	13.05
Report Area	27,441	1,891	6.89	1,494	195	13.05
California	13,366,648	306,073	2.29	1,346,759	121,223	9.00
United States	132,389,902	4,850,831	3.66	11,015,221	1,209,932	10.98

Source: U.S. Department of Housing and Urban Development, Aggregated USPS Administrative Data on Address Vacancies, Third Quarter, 2010.

Housing: Number of Unsafe, Unsanitary Homes

The number and percentage of occupied housing units without plumbing are shown in the 1 county report areas in Table 31. U.S. Census data shows 185 housing units in the report area were without plumbing in 2000 and ACS five year estimates show 135 housing units in the report area were without plumbing in 2011.

Table 31. Housing Units without Plumbing, 2000 and 2007 - 2011

Geographi c Area	Occupied Housing Units, 2000	Housing Units without Plumbing, 2000	Percent without Plumbing, 2000	Occupied Housing Units, 2007-2011	Housing Units without Plumbing, 2007- 2011	Percent without Plumbing, 2007- 2011
Yuba County, California	20,535	185	0.82	27,562	135	0.57
Report Area	20,535	185	0.90	27,562	135	0.49
California	11,502,870	85,460	0.70	13,631,129	71,927	0.58
United States	1,737,080	11,005	0.56	2,161,247	9,688	0.53

Source: *U.S. Census Bureau. 2000 Census of Population and Housing. Summary File 3. 2000; U.S. Census Bureau. American Community Survey. 2011 Data Release. December 2012. The 2011 American Community Survey 5-year data is a 5-year average of data collected from 2007 through 2011.*

Social Security Administration statistics for 2011 indicated there are 834 persons aged 65 and older receiving retirement/survivor benefits and 1,624 receiving SSI.

Employment Development department statistics regarding unemployment in Yuba County indicate a 13.6% unemployment for 2013. This number fluctuates annually, but has remains high in comparison to the state average of approximately 8.1%.

Employment

Employment: Current Unemployment

Labor force, employment, and unemployment data for each county in the 1 county report area is provided in Table 18. Overall, the report area experienced an average 13.6 percent unemployment rate in April 2013.

Table 18. Employment/Unemployment Information, April 2013

Geographic Area	Labor Force	Employment	Unemployment	Unemployment Rate
Yuba County, California	26,846	23,188	3,658	13.6
Report Area	26,846	23,188	3,658	13.6
California	18,523,337	16,944,341	1,578,996	8.5
United States	154,738,913	143,724,431	11,014,482	7.1

Source: U.S. Department of Labor, Bureau of Labor Statistics, Local Area Unemployment Statistics, May 29, 2013

Employment: Unemployment Change

Unemployment change within the 1 county report area during the 1-year period from April 2012 to April 2013 is shown in the chart below. According to the U.S. Department of Labor, unemployment for this one year period fell from 4,633 persons to 3,658 persons, a rate change of -3.3 percent.

Table 19. Change in Unemployment, April 2012 - April 2013

Geographic Area	Unemployment, April 2012	Unemployment, April 2013	Unemployment Rate, April 2012	Unemployment Rate, April 2013
Yuba County, California	4,633	3,658	16.9	13.6
Report Area	4,633	3,658	16.9	13.6
California	1,890,152	1,578,996	10.3	8.5
United States	11,916,716	11,014,482	7.7	7.1

Source: U.S. Department of Labor, Bureau of Labor Statistics, Local Area Unemployment Statistics, May 29, 2013

Employment: Household Income

Median annual household incomes in the 1 county report area are shown in Table 20.

Table 20. Median Annual Household Income, 2011

Geographic Area	Median Household Income (\$)
Yuba County, California	43,299.00
California	57,275.00

Source: U.S. Census Bureau, Small Area Income and Poverty Estimates (SAIPE). 2011 Estimates for 2011 were released in December 2012.

Employment: Commuter Travel Patterns, 2007 - 2011

Table 21 shows the method of transportation workers used to travel to work for the 1 county report area. Of the 25,762 workers in the report area, 89.46 percent, or 23,046 workers used private automobiles to travel to work. Of these, 76.16 percent drove to work alone while 13.29 percent carpooled. 0.89 percent of all workers reported that they used some form of public transportation, while 4.93 percent (or 1,271 workers) used some other means including walking, bicycles, and taxicabs to travel to work.

Method of Transportation to Work, 2007 to 2011

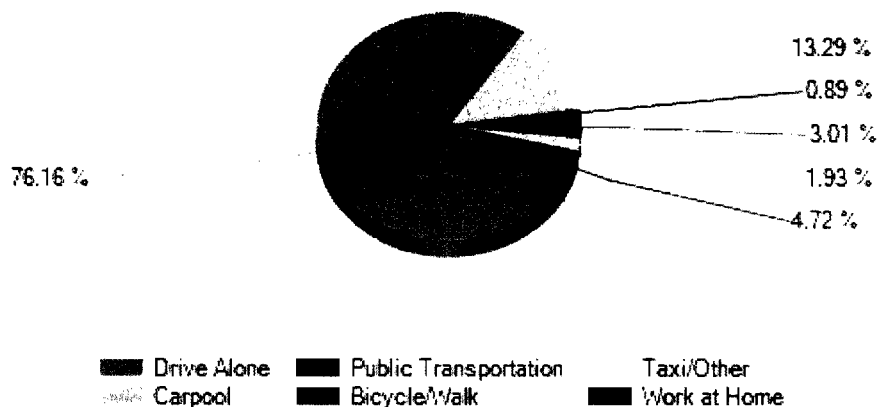


Table 21. Method of Transportation to Work

Geograph ic Area	Workers 16 and Up	Method of Transportation to Work (Percent)					
		Driv e Alon e	Carpool	Public Transportati on	Bicycle/Wa lk	Taxi/Oth er	Work at Hom e
Yuba County, California	25,762	76.2	13.3	0.9	3.0	1.9	4.7
Report Area	25,762	76.2	13.3	0.9	3.0	1.9	4.7
California	16,251,032	78.0	11.7	5.1	3.8	1.3	5.1
United States	139,488,208	76.1	10.2	5.0	3.4	1.2	4.2

Source: U.S. Census Bureau. American Community Survey, 2011 Data Release, December 2012.

The 2011 American Community Survey 5-year data is a 5-year average of data collected from 2007 through 2011.

Employment: Travel Time to Work

Travel times for workers who travel (do not work at home) to work is shown in Table 22 for the 1 county report area. The median commute time for the report area of 28 minutes is shorter than the national median commute time of 24 minutes.

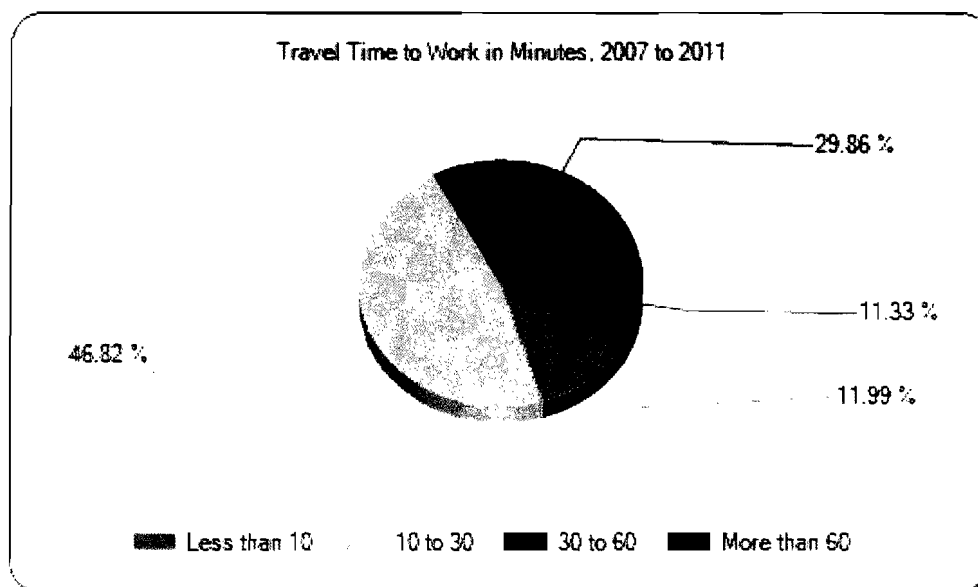


Table 22. Travel Time to Work, 2007 to 2011

Geographic Area	Workers 16 and Up	Travel Time to Work in minutes (Percent of Workers)				Average Commute Time (mins)
		Less than 10	10 to 30	30 to 60	More than 60	
Yuba County, California	25,762.00	11.99	46.82	29.86	11.33	27.71
Report Area	25,762.00	11.42	44.61	28.44	10.79	27.00
California	16,251,032.00	11.21	49.67	29.17	9.95	25.63
United States	139,488,208.00	13.85	50.74	27.35	8.07	24.29

Source: U.S. Census Bureau, American Community Survey, 2011 Data Release, December 2012.

The 2011 American Community Survey 5-year data is a 5-year average of data collected from 2007 through 2011.

Employment: Thirteen Month Unemployment Rates

Unemployment change within the 1 county report area from April 2012 to April 2013 is shown in the chart below. According to the U.S. Department of Labor, unemployment for this thirteen month period fell from 17 percent to 13.6 percent.

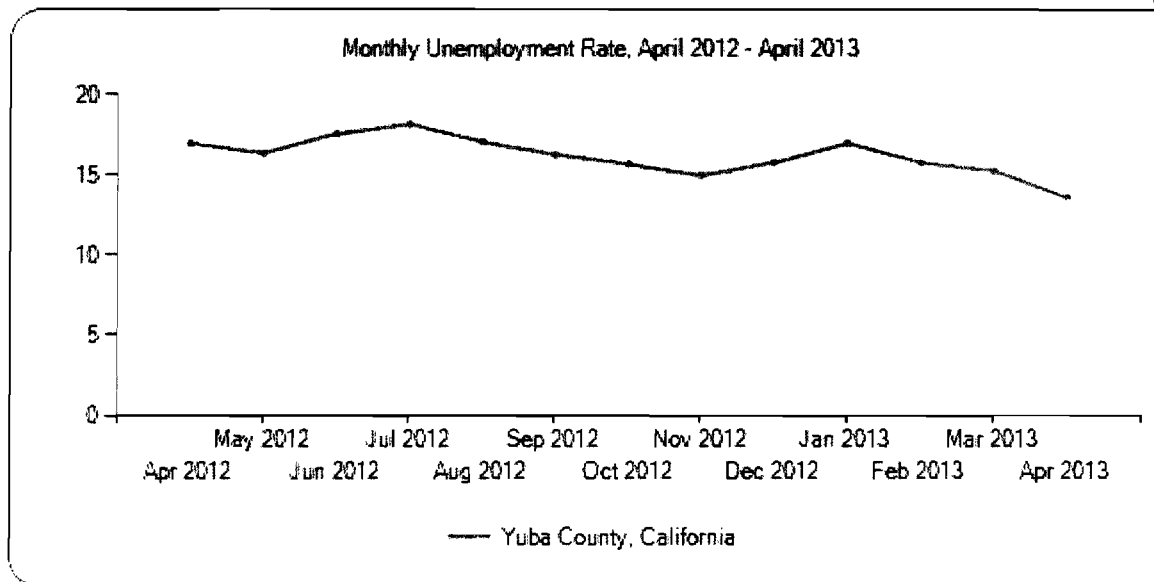


Table 23. Change in Unemployment Rates, March 2012 - March 2013

Geographic Area	Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013
Yuba County, California	17.0	16.4	17.6	18.2	17.1	16.3	15.7	15.0	15.8	17.0	15.8	15.3	13.6
Report Area	17.0	16.4	17.6	18.2	17.1	16.3	15.7	15.0	15.8	17.0	15.8	15.3	13.6
California	10.5	10.4	10.7	10.9	10.4	9.7	9.8	9.5	9.7	10.4	9.7	9.4	8.5
United States	7.8	8.0	8.5	8.8	8.2	7.6	7.6	7.4	7.7	8.6	8.1	7.7	7.2

Source: U.S. Department of Labor, Bureau of Labor Statistics, Local Area Unemployment Statistics, May 29, 2013.

Employment: Five Year Unemployment Rate

Unemployment change within the 1 county report area from April 2009 to April 2013 is shown in the chart below. According to the U.S. Department of Labor, unemployment for this five year period fell from 16.6 percent to 13.6 percent.

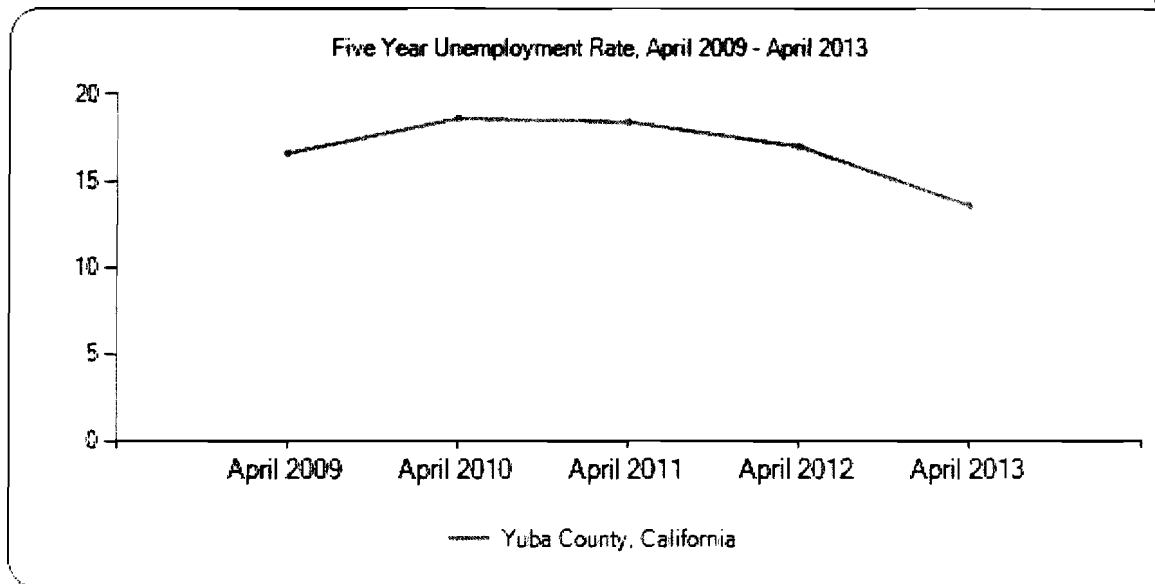


Table 24. Five Year Unemployment Rate, April 2009 - April 2013

Geographic Area	April 2009	April 2010	April 2011	April 2012	April 2013
Yuba County, California	16.6	18.6	18.4	17.0	13.6
Report Area	16.6	18.6	18.4	17.0	13.6
California	10.5	12.2	11.7	10.5	8.5
United States	8.7	9.6	8.7	7.8	7.2

Source: U.S. Department of Labor, Bureau of Labor Statistics, Local Area Unemployment Statistics, May 29, 2013

2. Community resources and services, other than CSBG, which are available in the agency's service area to ameliorate the causes of poverty and the extent to which the agency has established linkages with those service providers.

The Yuba County Community Services Commission is actively using a vetting process for resources and services offered in the community on a semi-annual basis, ensuring the contacts and information for the service agencies are accurate, current and continuing to serve the poverty population. Representatives from CSC regularly attend the Continuum of Care (Homeless Consortium) meetings and events. CSC also educates the public on resources and services at forums held by California Rural Legal Assistance (CRLA), the local Department of Human Services and Salvation Army. CSC is represented in several community collaborative groups that serve the poverty population.

3. A plan for regularly reviewing and revising the Community Information Profile. In particular, entities are to describe how the agency ensures that the most current data and relevant factors are included.

The Yuba County Community Services Commission has established an information and Referral Directory (page) to assist Low-income residents in finding assistance with their individual needs. The directory shown is printed on card stock and, in addition made available in the office reception area, is distributed to local service providers. The Yuba County Community Services Commission reviews the Community Information Profile bi-annually for the Community Action Plan using California Quick Facts in addition to contacting local service providers and the newspaper to obtain the latest information.

VI. Needs Assessment

Needs Assessment:

Publiclaw105-285 requires the State to secure from each eligible entity, as a condition to receive funding, a CAP which includes a community-needs assessment for the community served. Additionally, State law requires each CSBG eligible entity to develop a CAP that assess poverty-related needs, available resources, feasible goals and strategies, and that yield program priorities consistent with standards of effectiveness established for the program (*California Government Code 12747(a)*).

The narrative description provided for the needs assessment serves as the basis for the agency's goals, problem statements, and program delivery strategies of the

CSBG/National Performance Indicators. The needs assessment should describe local poverty-related needs and prioritize eligible activities to be funded by CSBG.

Agency needs assessments shall identify the processes used to collect the most applicable information. In particular, describe how the agency ensures that the needs assessment reflects the current priorities of the low-income population in the service area, beyond the legal requirement for a local public hearing of the community action plan.

Many organizations use a combination of activities to perform needs assessments, such as:

- Focus groups
- Surveys
- Community Dialogue
- Asset Mapping
- Interviews
- Public Records

The Yuba County CSC conducted a public hearing to help determine the needs of the community in March 2013. The results were used in the development and identification of program priorities and goals. Written comments were solicited. A community service survey was completed in March 2013. A questionnaire was distributed to approximately 600 persons. The distribution of the questionnaire was accomplished by direct mail and active distribution in public and contract service provider locations throughout Yuba County. The results of the questionnaire were compiled and included in the list of identified needs.

The following needs obtained from each source were analyzed, condensed, and thoroughly discussed by the CSC.

(Results are demonstrated in Appendix C)

Needs Assessment Survey

Available Programs

subsidized rent	(Housing Authority Section 8 & Vouchers)
rent deposit	(DSS)
housing repair	(CDBG)
emergency utility	(PG&E, LIHEAP, Consumer Projects, DSS)
Medi-Cal doctors	(Health Dept/clinics, DSS)
children's health	(Health Dept/clinics, DSS)
one time rent	(DSS)
dial-a-ride	(Y/S Transit)
child day care	(Children's Home Society, DSS, Yuba College)
general medical	(Health Dept., Medi-Cal)
job training	(PIC, Cal WORKS, One-Stop)
legal services	(CRLA, DA's office, YSLC)
emergency transportation	(Y/S Transit)

emergency food	(Gleaners, Salvation Army-Basic Needs)
nutrition	(Food Stamps, WIC, Quest)
youth activities	(Friday Night Live, Scouts, athletic leagues)

Public Hearing (see Appendix A)

senior services- nutrition, legal, medi-care, home chore program
 employment & training - developmental disabilities, chronically and mentally ill
 domestic violence - sexual assault, shelter, counseling, emergency, child
 abuse(food, clothing, counseling and information), elder abuse
 hearing impaired services
 homelessness - shelter, counseling, substance abuse
 health - medicines, assistive devices, transportation

Assessment of Existing Resources:

Conduct an assessment of existing resources providing the minimum services listed in Government Code section 12745(f). Provide a narrative of the services below. These services shall include, but shall not be limited to, all of the following:

1. A service to help the poor complete the various required application forms, and when necessary and possible, to help them gather verification of the contents of completed applications.

All of the CSC funded agencies are capable and required to assist participants to complete necessary paperwork to receive services. One of the agencies FREED, has the ability to assist all persons with disabilities anywhere in the county with assistance and transportation. The agencies can also assist with gathering necessary documentation for third party verification to receive service.

2. A service to explain program requirements and client responsibilities in programs serving the poor.

All of the CSC funded agencies are capable and required to accommodate participants to receive services. One of the agencies FREED, has the ability to assist all persons with disabilities anywhere in the county with reasonable accommodations and devices if necessary. The agencies can also assist with translation services. All programs are required to have client rights and responsibilities available and explained to the participants in their native language.

COMMUNITY SERVICES DIRECTORY
COUNTY OF YUBA
Information & Referral 749-5460

ALCOHOL & DRUG ABUSE

Alcoholics Anonymous 673-9380
 Clean Break-Fremont-Rideout 749-4458
 National Alcohol & Drug Abuse Hotline 1-800-252-6465
 Al Anon Family Group 673-9380
 Pathways Alcohol Program 674-4530
 Tobacco Prevention Education/Cessation Classes 749-6366

CHILDREN ACTIVITIES

4-H Clubs (Co-op Extension) 822-7515
 Boy Scouts of America (Yuba City) 822-9275
 Friday Night Live 742-5483
 Girl Scouts Council 1-800-322-4475
 Library Services 749-7380
 YMCA 666-9622

CHILD CARE

Beale Child Development Center 634-5655
 Children's Home Society of California 673-7503
 Children's Day Care Licensing (Chico) 895-5033
 Harmony Health Family Res. Ctr. (Ages 0-5) 742-5049
 Brittan Elementary School 822-5155
 Yuba College Child Care Center 749-3808
 Yuba College Infant/Toddler Center 741-7738
 ECenter (Head Start) 741-2995

CHILD & FAMILY COUNSELING

Beale AFB Airman & Family Readiness Center 634-2863
 Casa de Esperanza 674-5400
 Child Help's Ntnl. Child Abuse Hotline 1-800-422-4453
 Parent Network 749-3276
 Yuba County Probation Department 749-7550

CHILD & FAMILY HEALTH

Health Department 741-6366
 Peach Tree Clinic 749-3242
 WIC Women, Infants & Children 749-4830

COMMUNITY INFORMATION

Chamber of Commerce 743-6501
 United Way 743-1847

COUNSELING/MENTAL HEALTH

Sutter-Yuba Mental Health
 24-hour Crisis Line 673-8255
 Wellness & Recovery 822-7205
 Emergency, 24-hours 673-8255
 Inpatient 822-7209
 Outpatient 822-7200
 Mental Health America Yuba Sutter 822-7200

DISABLED

Alta California Regional Center for Developmentally Disabled 674-3070
 California Relay Service Toll-free voice 1-800-735-2922
 Toll-free TTY 1-800-735-2929
 Easter Seals Society 673-4585
 Nor-Cal for the Deaf & Hard of Hearing 671-0811
 FREED Center for Independent Living 742-4474
 Butchies Pool 671-4373
 Craftsman for Christ 822-7910

VETERANS & MILITARY

Yuba Sutter Veterans Service Center @ 1-Stop 749-4967

TRANSPORTATION

Yuba Sutter Transit 634-6889
 QUEST-Medicar 741-2140

EMERGENCY/SOCIAL SERVICES

American Red Cross 673-1460
 Child Protective Services 749-6253
 County Department of Human Services 749-6311
 Salvation Army 216-4530
 Yuba Sutter Gleaners Food Bank 673-3834
 Craftsman for Christ 822-7910

EMPLOYMENT/ TRAINING

Employment Development Department Corp 741-2924
 Yuba County Human Services 749-6931
 North Central Counties Consortium 822-7145
 Yuba County Regional Career Center @ 1-Stop 741-6213
 California Dept. of Rehabilitation 822-4591 (TDD 822-4594)

FINANCIAL ASSISTANCE

Consumer Counseling Services 674-9729
 Social Security Administration 800-772-1213
 or 866-331-5449

GOVERNMENT

Clerk Recorder 749-7879
 Superior Court 749-6341
 District Attorney 749-7770
 Auditor 749-7810
 Treasurer/Tax Collector 749-7840
 Elections 749-7855

HOUSING

Yuba County Housing Authority 749-5460
 The Salvation Army Depot Family Crisis Center 216-4530
 Twin Cities Rescue Mission 743-8777

LEGAL/CONSUMER INFORMATION

California Rural Legal Assistance 742-5191
 Home Owners & Renters Assistance 1-800-852-5711
 Public Defender Service 741-2331
 Victim Witness Program 741-6275
 Yuba-Sutter Legal Center (Senior Legal Services) 742-8289

MEDICAL

County Health Services - Public Health 749-6366
 Amplan (Lindhurst Family Health Center)
 Dental 743-4614
 Medical 743-4611
 Feather River Health 891-5700
 Peach Tree Clinic 749-3242
 Rideout Emergency Department 749-4511
 Harmony Health Medical Clinic 743-6888

SENIOR CITIZENS

Ombudsman Services 755-2018
 Community Action Agency (Meals on Wheels) 530-538-7559
 Senior Information & Assistance 742-2334
 Yuba County In-Home Supportive Services 749-6471
 Yuba Sutter Legal Center (Senior Legal Services) 742-8289
 Senior Legal Hotline 1- 800-222-1753

UTILITIES

Recology - Garbage 743-6933
 Pacific Gas & Electric 1-800-743-5000
 Calif. Dept. of Water Resources - Sutter Yard 755-0071

WOMEN'S SERVICES

Casa de Esperanza
 Emotional advocacy and support 674-5400
 Crisis Line 674-2040
 Rape Crisis Intervention
 Crisis (Casa de Esperanza) 674-2040
 Business (Casa de Esperanza) 674-5400
 WIC: Women, Children & Infants 749-4830
 Access for Infants & Mothers info line 1-800-433-2611
 Great Beginnings (Amplan Health) 751-2390

3. A service to provide transportation, when necessary and possible.

Transportation is available through Yuba-Sutter Transit, a public transportation system. Specific program participation provides transportation to medical appointments and other necessities

4. A service which does all things necessary to make the programs accessible to the poor, so that they may become self-sufficient.

All of the agencies funded by CSC work hard to provide all the necessary services to ensure the low-income become self-sufficient from the services provide through the programming provided from their agencies. CSC monitors the programming through the bi-monthly reports and the annual site visit monitoring.

To satisfy Government Code 12754 (a) provide specific information about how much and how effectively assistance is being provided to deal with those problems, and causes, and establish priorities among projects, activities, and areas as needed for the best and most efficient use of resources.

Yuba County is rurally located approximately 40 miles north of Sacramento. Our population is spread over 632 square miles, with the majority of our low-income residents living in Olivehurst, Linda, Marysville and foothill regions. The 2012 census data estimates a 2012 population for Yuba County of, 72,926 which indicates a 1.1% decrease from April 1, 2010 to July 1, 2012. Yuba County is one of the poorest counties in the state. Yuba County still rates among the highest in poverty with an average of persons receiving CAL WORKS or other assistance. The U.S. Census Bureau estimates 2007-2011 20.3% of our resident live below poverty. From 2007 through 2009, the number of recipients receiving public benefits increased yearly for both Food Stamps and AFDC/Cal Works programs. The number of food stamps cases has grown by an average 291 cases per year between 2002 and 2009, with the most significant one-year increase of 700 cases occurring between 2008 and 2009. This trend indicates a continuation of the average growth rate of approximately 10.53 % over the next year, it is estimated that Yuba County's public food stamps caseload will increase by around 427.2 additional cases.

In 2010 1,475 children were referred to Yuba County CWS. Of the 1,475 cases, 214 (14.50%) were substantiated referrals, or referrals that an investigation disposition concluded that the allegation of child abuse or neglect was

supported or founded by State Law. The largest proportions of substantiated child maltreatment were due to neglect (55.17%), followed by other/at risk (15.73%), physical abuse (15.19%), emotional abuse (9.02%) and sexual abuse (4.90%).

Citing statistics obtained from Marysville Police Department indicates major crime statistics rose in 2012. Robberies rose from 10 cases to 19; burglaries climbed from 142 to 176; thefts increased from 231 to 240 and vehicle thefts from 75 to 86. Since, 2001 a felony is counted as one filing and one disposition for each defendant throughout the stages of criminal proceeding. This charge eliminated double-counting of defendants who were held to answer, certified on guilty pleas, or waived preliminary hearings and it reduced the number of filings and dispositions reported. As projections indicate an increase in felony convictions, crime continues to be a major concern in Yuba County. The problems of gang and related activities are being felt in Yuba County. While the problems may not be as prominent or publicized in the Yuba-Sutter area as in larger areas, there have been incident of drive-by shootings, drug dealing, and graffiti identified as gang related. Community concern is growing, and all indicators are that this problem is escalating.

Homelessness is still a major concern. Yuba County Department of Health and Human Services statistics indicate in 2013, there were 555 identified homeless households in Yuba County, 110 were families, and 445 were singles. Of the 110 family households, 25 were unsheltered, A 2006 housing conditions survey was conducted for Yuba County indicated 5,271 units were surveyed and 23% of these were substandard. 3,079 needed minor to substantial repairs, 656 were considered dilapidated, and 5,206 substandard.

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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

271-13

ROBERT BENDORF
ITY ADMINISTRATIVE OFFICER
TOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

RYAN MCNALLY
EMERGENCY OPERATIONS PLANNER

Date: July 09, 2013

To: Yuba County Board of Supervisors

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

Re: APPROVE RESOLUTION TO AUTHORIZE THE DIRECTOR OF EMERGENCY SERVICES TO EXECUTE
MOU'S WITH RESTAURANTS AND HOTELS FOR SERVICE DURING TIMES OF EMERGENCY

Recommendation

Approve the signature resolution giving authority to the Director of Emergency Services and/or its designee to execute MOU's with restaurants and hotels for use during times of emergency.

Background

As a part of disaster planning, it is prudent to reach out to vendors who may be of service to Yuba County during times of emergency response or an evacuation. Establishing a mutual understanding prior to an emergency aids the planning process tremendously, and allows for efficient response by removing a significant logistical challenge when an emergency strikes.

Discussion

Upon the activation of the Emergency Operations Center (EOC), or during an extended field response, it is typical for County personnel to endure extended shifts with an accelerated workload. Under those circumstances, local restaurants become instrumental by providing critical meal services in aid of the response effort. Establishing an MOU in advance affirms not only an assurance their service will be available, but that the price of such services will remain reasonable commensurate to the circumstances.

Similarly, should Yuba County find the need to evacuate emergency operations staff, hotels can provide safe lodging to County employees or other appointed responders as they continue to serve the EOC. An MOU reached ahead of time will assure the prioritization of vacancies for County staff as well as reasonable rates.

Committee

The Yuba County Protection and Inspection Committee was bypassed for this item due to its routine nature.

Fiscal Impact

There is no fiscal impact associated with the MOU's until such time they become utilized during a disaster or emergency.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF YUBA AND
< RESTAURANT >**

This Agreement is made and entered into between the owner(s) of <RESTAURANT> of Yuba County, State of California and the COUNTY OF YUBA.

Pursuant to the terms of State statutes and County Ordinance Chapter 4.20.090, the Yuba County Office of Emergency Services is responsible for coordinating pre-disaster planning and mitigation and for organizing the response of the COUNTY OF YUBA to all declared emergencies and disasters affecting Yuba County.

I. PURPOSE

The purpose of this document is to state the terms of a mutual agreement (Memorandum of Understanding) between the <RESTAURANT> and the COUNTY OF YUBA that will serve as a framework within which the Yuba County Office of Emergency Services may coordinate its services, personnel, and other resources with <RESTAURANT> staff in support of emergency/disaster mitigation and response. It is intended, through joint coordination and exercise of the resources of the COUNTY OF YUBA, <RESTAURANT>, and Federal, State and local governments, to protect human life and property during the evacuation and sheltering of the public as a result of declared local, regional, and statewide emergencies.

II. RECOGNITION

<RESTAURANT> recognizes that Yuba County Office of Emergency Services is responsible for preparing and planning for response to all disasters and emergencies affecting the COUNTY OF YUBA, and, as such, can provide assistance to <RESTAURANT> to coordinate its use of resources to assist the citizens and staff of Yuba County in emergencies and disasters.

The COUNTY OF YUBA recognizes that <RESTAURANT> has the potential to assist the COUNTY OF YUBA during declared or local emergencies and disasters by providing any or all of the following:

1. Meals for County and/or appointed staff charged with ensuring Continuity of Government

III. PRINCIPLES OF COOPERATION

The parties mutually wish to reach an understanding that will result in making <RESTAURANT> facilities or services available to the COUNTY OF YUBA in the event of a disaster or other declared emergency situation. Therefore, it is mutually agreed that:

1. Subject to the terms of this Agreement, the owner(s) of <RESTAURANT> will endeavor to fulfill the request of the COUNTY OF YUBA to arrange for delivery or pickup of meals for Yuba County staff and/or appointed officials who are charged with the Continuity of Government during an emergency.
2. In the event of a declared disaster or emergency, the COUNTY OF YUBA will notify <RESTAURANT> of the number of meals for response staff, and the intent of either eating onsite, by pickup or by delivery.
3. Terms affecting the use of facilities shall be as follows:
 - a. The owner(s) of <RESTAURANT> or their designee shall make all reasonable efforts made to prioritize the availability of meals and/or facilities upon receiving the request from the COUNTY OF YUBA.
 - b. The rate shall not exceed the normal cost of the foods ordered if they were otherwise ordered by the public on an individual basis.
4. The COUNTY OF YUBA further agrees to reimburse <RESTAURANT> for services rendered which may be used by the COUNTY OF YUBA in the conduct of its relief activities there.

IV. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Notwithstanding any other agreements, the COUNTY OF YUBA agrees to defend, hold harmless, and indemnify the owner(s) of <RESTAURANT> against any liability in respect to bodily injury, death and property damage, arising from gross negligence of the COUNTY OF YUBA during its use of the property belonging to the <RESTAURANT>.

V. TERM OF AGREEMENT

This Agreement shall be in effect beginning with the affixing of the last signature, and may be only be cancelled by written notice by either party no sooner than ninety (90) prior to cancellation.

VI. POINTS OF CONTACT

COUNTY:

Yuba County Office of Emergency Services
915 8th Street, Suite 117
Marysville, CA 95901
(530) 749-7520
(530) 749-7524 FAX

<RESTAURANT>

Name
Address Line 1
City, State, Zip
(530) 555-5555
(530) 555-5555 FAX

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding the date first above written.

COUNTY OF YUBA

<RESTAURANT>

Authorized Signature _____ Date _____

Authorized Signature _____ Date _____

Printed Name	Title
--------------	-------

Printed Name	Title
--------------	-------

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF YUBA AND
<HOTEL>**

This Agreement is made and entered into between the owner(s) of <HOTEL> of Yuba County, State of California and the COUNTY OF YUBA.

Pursuant to the terms of State statutes and County Ordinance Chapter 4.20.090, the Yuba County Office of Emergency Services is responsible for coordinating pre-disaster planning and mitigation and for organizing the response of the COUNTY OF YUBA to all declared emergencies and disasters affecting Yuba County.

I. PURPOSE

The purpose of this document is to state the terms of a mutual agreement (Memorandum of Understanding) between the <HOTEL> and the COUNTY OF YUBA that will serve as a framework within which the Yuba County Office of Emergency Services may coordinate its services, personnel, and other resources with <HOTEL> staff in support of emergency/disaster mitigation and response. It is intended, through joint coordination and exercise of the resources of the COUNTY OF YUBA, <HOTEL>, and Federal, State and local governments, to protect human life and property during the evacuation and sheltering of the public as a result of declared local, regional, and statewide emergencies.

II. RECOGNITION

<HOTEL> recognizes that Yuba County Office of Emergency Services is responsible for preparing and planning for response to all disasters and emergencies affecting the COUNTY OF YUBA, and, as such, can provide assistance to <HOTEL> to coordinate its use of resources to assist the citizens and staff of Yuba County in emergencies and disasters.

The COUNTY OF YUBA recognizes that <HOTEL> has the potential to assist the COUNTY OF YUBA during declared or local emergencies and disasters by providing any or all of the following:

1. Lodging for County and/or appointed staff charged with ensuring Continuity of Government

III. PRINCIPLES OF COOPERATION

The parties mutually wish to reach an understanding that will result in making <HOTEL> facilities available to the COUNTY OF YUBA in the event of a disaster or other declared emergency situation. Therefore, it is mutually agreed that:

1. Subject to the terms of this Agreement, the owner(s) of <HOTEL> will permit the use of its facilities by the COUNTY OF YUBA to establish a safe lodging location for Yuba County staff or appointed officials who are charged with the Continuity of Government away from an evacuation zone.
2. In the event of a declared disaster, the COUNTY OF YUBA will notify <HOTEL> of the need to use its facilities. As part of this MOU, the COUNTY OF YUBA'S needs shall become priority when booking vacant rooms.
3. Terms affecting the use of facilities shall be as follows:
 - a. When the facilities are to be made available shall be determined by the owner(s) of <HOTEL> or their designee, but all reasonable efforts shall be made to expedite availability upon receiving the request from the COUNTY OF YUBA.
 - b. The nightly rate shall not exceed the lesser of the company's discounted government or corporate rate.
4. The COUNTY OF YUBA will exercise reasonable care in the conduct of its activities in such facilities, and further agrees to reimburse <HOTEL> for services rendered which may be used by the COUNTY OF YUBA in the conduct of its relief activities there.

IV. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Notwithstanding any other agreements, the COUNTY OF YUBA agrees to defend, hold harmless, and indemnify the owner(s) of <HOTEL> against any liability in respect to bodily injury, death and property damage, arising from gross negligence of the COUNTY OF YUBA during its use of the property belonging to the <HOTEL>.

V. TERM OF AGREEMENT

This Agreement shall be in effect beginning with the affixing of the last signature, and may be only be cancelled by written notice by either party no sooner than ninety (90) prior to cancellation.

VI. POINTS OF CONTACT

COUNTY:

Yuba County Office of Emergency Services
915 8th Street, Suite 117
Marysville, CA 95901
(530) 749-7520
(530) 749-7524 FAX

<HOTEL>

Name
Address Line 1
City, State, Zip
(530) 555-5555
(530) 555-5555 FAX

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding the date first above written.

COUNTY OF YUBA

<HOTEL>

Authorized Signature Date

Authorized Signature Date

Printed Name Title

Printed Name Title

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

IN REFERENCE TO:

SIGNATURE RESOLUTION AUTHORIZING)	RESOLUTION NO.
THE COUNTY DIRECTOR OF EMERGENCY)	
SERVICES OR ITS DESIGNEE TO EXECUTE)	
A MEMORANDUM OF UNDERSTANDING)	
WITH ALL QUALIFIED RESTAURANTS AND)	
HOTELS TO PROVIDE SERVICES DURING)	
COUNTY EMERGENCIES)	

WHEREAS, it is in the best interest of the citizens of the County of Yuba for local government to be prepared for and exercise effective response capabilities to respond to County emergencies, and

WHEREAS, it is critical to establish a support network with local vendors to provide food and lodging in pursuit of that response, and

WHEREAS, the County Emergency Services seeks approval from your Board to establish memorandums of understanding with local vendors to provide food and lodging for County employees and/or appointed staff during the course of a prolonged emergency response,

NOW, THEREFORE, BE IT RESOLVED, that the Director of Emergency Services or its designee is hereby authorized to execute memorandums of understanding with all entities who

will provide food and lodging for County employees or appointed staff during the course of emergency response efforts.

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

AYES:


NOES:

ABSENT:

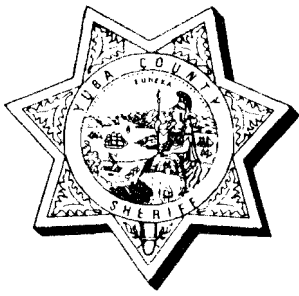
CHAIRMAN

ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM



Angil Morris-Jones
COUNTY COUNSEL

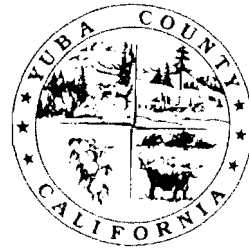


Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

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

Ph: 530-749-7777 • Fax: 530-741-6445



272-13

JULY 9, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER

SLD/ML

RE: AGREEMENT WITH DEPARTMENT OF AGRICULTURE, TAHOE NATIONAL FOREST

RECOMMENDATION:

Approve and sign the agreement with the U.S. Forest Service to provide law enforcement services to fight controlled substances on U.S. forestland.

BACKGROUND:

This is an annual agreement, which has been in effect for many years, and requires Board of Supervisors approval to provide law enforcement services on a reimbursable basis. The Sheriff's Department provides controlled substance support, in areas of both the Tahoe and Plumas National Forests. The agreements will provide reimbursement in the amount of \$4,000 for controlled substances.

DISCUSSION:

The Sheriff will provide reimbursable law enforcement services to the Tahoe National Forests in accordance with the attached agreement. The Sheriff has adequate resources to provide the services in the same manner as provided in past years.

FISCAL IMPACT:

None. The agreements provide reimbursement from the U.S. Forest Service for law enforcement services rendered, creating additional revenue for the Sheriff's Department.

COMMITTEE ACTION:

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

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USDA, Forest Service

OMB 0596-0217
FS-1500-8AFS Agreement No. 12-LE-11051360-003 Mod
005

Cooperator Agreement No. _____

EXHIBIT A**COOPERATIVE LAW ENFORCEMENT ANNUAL DRUG OPERATIONS PLAN &
FINANCIAL PLAN****Between The****YUBA COUNTY SHERIFF'S DEPARTMENT****And the****USDA, FOREST SERVICE****USDA, FOREST SERVICE, TAHOE AND PLUMAS NATIONAL FORESTS****2013 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Yuba County Sheriff's Department, hereinafter referred to as "MCS," and the USDA, Forest Service, Tahoe and Plumas National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement # 13-LE-11051360-003 executed on October 05, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2013 and ending September 30, 2014.

Previous Year Carry-over: \$0.00

Current FY-13 Year Obligation: \$4,000

FY-2013 Total Annual Operating Plan: \$4,000**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Steven L. Durfor, Sheriff Yuba County 215 5 th Street, Suite 150 Marysville, CA 95901-5737 Telephone: (530) 749-7779 FAX: (530) 742-6286 Email: sudurfor@co.yuba.ca.us	Michelle Manning, Financial Manager Yuba County 215 5 th Street, Suite 150 Marysville, CA 95901-5737 Telephone: (530) 749-7732 FAX: (530) 749-7352 Email: mmanning@co.yuba.ca.us



Cooperator Alternate Program Contact	Cooperator Alternate Program Contact
Mark Heath, Narcotics Yuba County 215 5 th Street, Suite 150 Marysville, CA 95901-5737 Telephone: (530) 749-7779 FAX: (530) 742-6286 Email: mheath@co.yuba.ca.us	Scott Rounds, Narcotics Yuba County 215 5 th Street, Suite 150 Marysville, CA 95901-5737 Telephone: (530) 749-7779 FAX: (530) 742-6286 Email: srounds@co.yuba.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Julie Lombard, Special Agent Tahoe National Forest 631 Coyote Street Nevada City, CA 95959-2250 Office: (530) 478-6228 Cell: (530) 227-4522 FAX: (530) 478-6179 Email: jlombard@fs.fed.us	Angela O. Cabada, Program Support Assistant Pacific Southwest Regional Office-LEI 1323 Club Drive Vallejo, CA 94592-1110 Office: (707) 562-8720 FAX: (707) 562-9031 Email: aocabada@fs.fed.us
U.S. Forest Service Program Coordinator Contact	
Kent Delbon Assistant Special Agent in Charge Pacific Southwest Regional Office-LEI 11323 Club Drive Vallejo, CA 94592-1110 Office: (707) 562-8649 Cell: (707) 373-6672 FAX: (707) 562-9031 Email: kdelbon@fs.fed.us	

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV-I of the Cooperative Law Enforcement Agreement between YCS and the U.S. Forest Service, Agreement No. **12-LE-11051360-003**, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:



A. The U.S. Forest Service agrees:

1. To reimburse **YCS** for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including:
 - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
 - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances. Reconnaissance shall be performed using a U.S. Forest Service approved aircraft with a minimum of one U.S. Forest Service observer on board, unless waived by the U.S. Forest Service.
2. To reimburse **YCS** for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
 - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
 - b. Apprehension of persons suspected of producing or trafficking controlled substances.
 - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
 - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse **YCS** for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

Note: **YCS** retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse **YCS** for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2, A.3 and A.4 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.



Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. YCS agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
 - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
 - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
 - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.
2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and YCS mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to YCS under this agreement;

Salary (base)	\$35.00 per hour
Salary (overtime)	\$52.50 per hour,
Per diem costs	\$39.00/ME&I + \$60.00 Lodging
Travel (mileage and fares)	Actual documented costs
Helicopter flight time	Actual documented costs,
Supplies or equipment	Actual documented costs

2. The total expenditures of YCS that may be reimbursed may not exceed.... **\$4,000**
The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.
3. **Any remaining funding in the Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.**

**III. BILLING FREQUENCY:**

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

The YCS will furnish itemized monthly statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement must be completed and submitted to the contacts in (a) below for each billing statement.

Mail copies of itemized billing statements to:

a. Angela O. Cabada, PSA
Pacific Southwest Regional Office
LEI, R-5
1323 Club Drive
Vallejo, CA 94592-1110

Send photo copy to:

Julie Lombard, Special Agent
Tahoe National Forest
631 Coyote Street
Nevada City, CA 95959-2250

b. Send hard copy invoices to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: (877) 687-4894

Or e-mail scanned invoice to: ASC GA@fs.fed.us

c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before December 31, 2013 in order to receive payment.

d. **Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.**

Job Code: NFLE0513 1360 \$4,000

In witness whereof, the parties hereto have executed this Operating Plan as the last date written below.



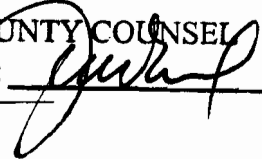
County Grants and Agreements Specialist

Date


STEVEN L. DURFOR, Sheriff
Yuba County

Date

06/06/13

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

Chairman


Date

Yuba County Board of Supervisors

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this operating plan has been reviewed and approved for signature.


KELLIE L. HAMILTON
U.S. Forest Service, Pacific Southwest Region
Grants & Agreements Specialist

Date

5/31/13

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



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REQUESTED PROCLAMATION

June 15, 2013

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

Dear Honorable Board of Supervisors:

Casa de Esperanza designates July as Sexual Assault Awareness Month. Our goal is to encourage everyone in the **County of Yuba** to learn about sexual violence, how to help prevent it and how to help survivors heal.

Casa de Esperanza is calling for the **County of Yuba** to say “**No Means No,**” and we would be honored if you would sponsor an official proclamation to recognize July as Sexual Assault Awareness Month. You can further support Sexual Assault Awareness Month by wearing, and hanging teal ribbon in support of our teal ribbon campaign and buy wearing Denim on July 3, 2013.

Casa de Esperanza is encouraging women and men to work together to make a difference in the fight against sexual assault and gender violence in our community. We share the view of the World Health Organization that sexual violence is a serious health problem that profoundly affects the physical, emotional, mental, and social well-being of victims and their loved ones. With leadership and commitment, we believe that we can work together with others to create short and long-term solutions to the endemic problem of sexual violence, including unhealthy and unsafe relationships.

We appreciate the support you have provided in the past and look for your continuing support in the future. If you would like any additional information regarding sexual assault please feel free to contact us.

Sincerely,

Marina Cavanagh

**Proclamation by the Yuba County Board Of Supervisors
Declaring the Month July 2013
As Sexual Assault Awareness Month in the County of Yuba**

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

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

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

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

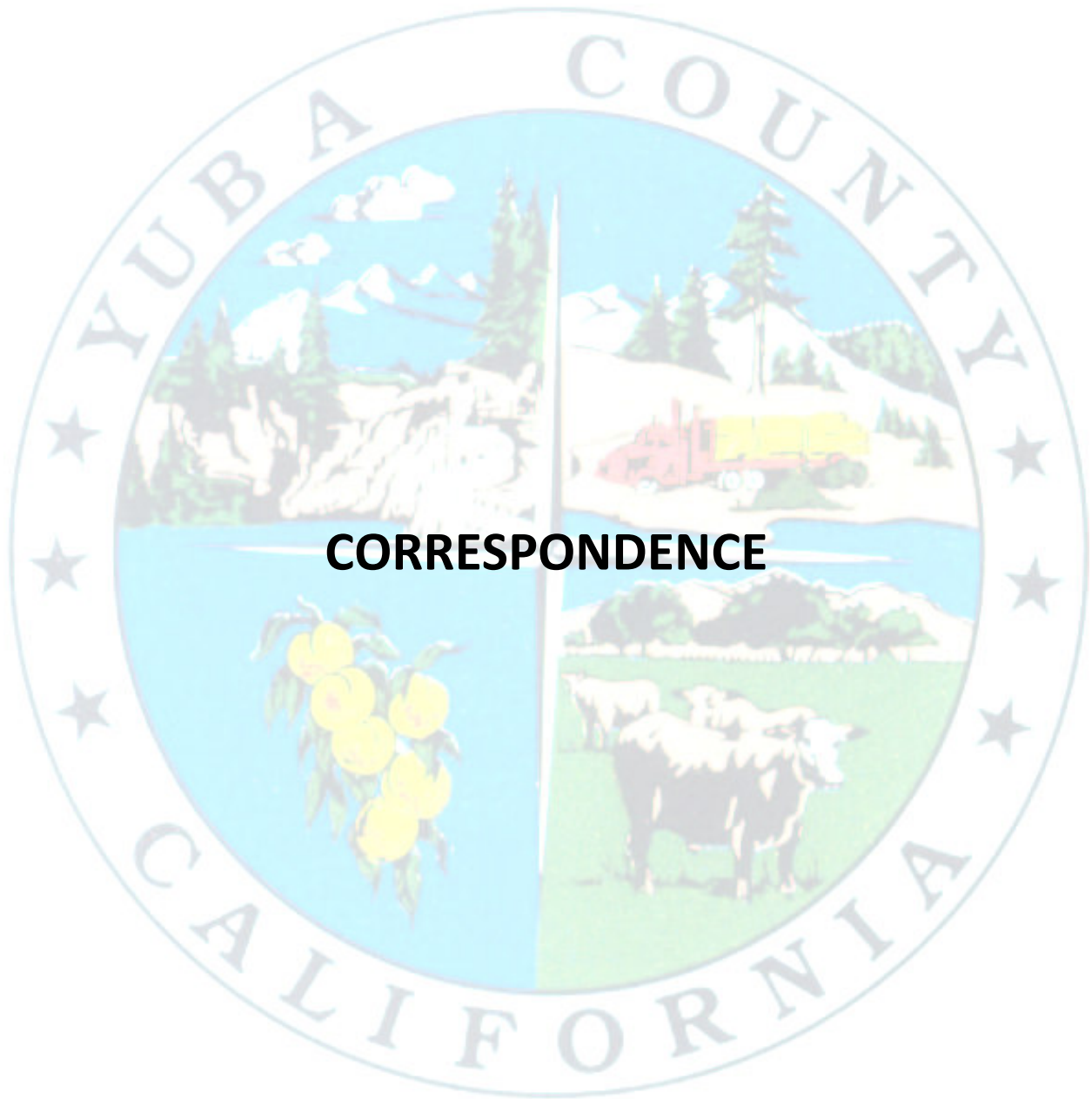
WHEREAS, staff and volunteers of sexual assault programs work year round to encourage every person to end sexual violence and to support survivors by providing prevention education and survivor empowerment information to schools, churches, civic organizations, as well as medical, mental health, law enforcement,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

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

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

NOW, THEREFORE BE IT RESOLVED, that in recognition of the important work done by sexual assault programs, in cooperation with Casa de Esperanza, Inc., the Yuba County Board of Supervisors hereby proclaims in the month of July 2011 that **"No Means No!" Women and men working together can make a difference in the fight against sexual assault and gender violence in our community.**

Proclaimed this _____ day of July, 2011





274-13

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

Browns Valley Cemetery District

Financial Statements and Independent Auditor's Report

For the Years ended June 30, 2011 and 2010

Prepared by:

D.R. Watts Accountancy Corporation
1585 Butte House Road, Suite E
Yuba City, CA 95993
Phone (530) 755-6402 / Fax (530) 674-8868
drwattscpa@aol.com

BROWNS VALLEY CEMETERY DISTICT

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D.R. Watts Accountancy Corporation

1585 Butte House Road, Suite E

Yuba City, CA 95993

Phone (530) 755-6402 / Fax (530) 674-8868

drwattscpa@aol.com

INDEPENDENT AUDITOR'S REPORT

Board of Trustees

Browns Valley Cemetery District

Browns Valley, California

We have audited the accompanying financial statements of the Browns Valley Cemetery District as of and for the years ended June 30, 2011 and June 30, 2010, as listed in the Table of Contents. These financial statements are the responsibility of Browns Valley Cemetery District's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the *State Controller's Minimum Audit Requirements for California Special Districts*, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amount and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the general purpose financial statements referred to above present fairly, in all material respects, the financial position of the Browns Valley Cemetery District's internal control over financial reporting. Also reported are our findings on the District's compliance with certain provisions of laws, regulations, contracts and grants. That report is an integral part of the audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of the audit.

The District has not presented the Management Discussion and Analysis that the government Accounting Standards Board has determined is necessary to supplement, although not required to be part of the basic financial statements. The supplementary information on pages 16 and 17 are not a required part of the basic financial statements, but are supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. However, we did not audit the information and express no opinion on it.

D.R Watts Accountancy Corporation

A handwritten signature in cursive script that reads "D.R. Watts Accountancy Corp".

Yuba City, California

June 3, 2013

BROWNS VALLEY CEMETERY DISTRICT
STATEMENT OF NET ASSETS

June 30, 2011 and June 30, 2010

	2011 Governmental Activities	2010 Governmental Activities
ASSETS		
Cash and investments (Note 3)	\$ 122,994	\$ 116,687
Prepaid expense	1,224	1,545
Interest receivable - Yuba County	455	540
Receivable from Yuba County - stale dated warrants	466	491
Receivable from other funds	100	100
Capital assets, net of accumulated depreciation (Note 4)	<u>24,453</u>	<u>25,817</u>
Total Assets	<u>\$ 149,692</u>	<u>\$ 145,180</u>
LIABILITIES		
Payroll tax payable	\$ 4,837	\$ 2,626
Payable to other funds	<u>100</u>	<u>100</u>
Total Liabilities	<u>\$ 4,937</u>	<u>\$ 2,726</u>
NET ASSETS		
Invested in capital assets, net of related debt	\$ 24,453	\$ 25,817
Restricted-Endowment Fund	16,191	16,191
Unrestricted	<u>104,111</u>	<u>100,446</u>
Total Net Assets	<u>\$ 144,755</u>	<u>\$ 142,454</u>
Total Liabilities and Net Assets	<u>\$ 149,692</u>	<u>\$ 145,180</u>

The accompanying notes are an integral part of these financial statements.

BROWNS VALLEY CEMETERY DISTRICT
STATEMENT OF ACTIVITIES
For the Years Ended June 30, 2011 and June 30, 2010

	2011	2010
EXPENSES		
Governmental Activities-Cemetery Services:		
Salaries and benefits	\$ 13,640	\$ 12,709
Maintenance and supplies	7,298	4,205
Insurance	924	468
Depreciation	<u>1,364</u>	<u>1,364</u>
Total Program Expenses	<u>\$ 23,226</u>	<u>\$ 18,746</u>
PROGRAM REVENUES		
Charges for services	<u>\$ (350)</u>	<u>\$ 1,775</u>
Net Program Expenses	\$ 23,576	\$ 16,971
GENERAL REVENUES		
Property taxes	\$ 23,983	\$ 22,700
Use of money and property	<u>1,894</u>	<u>1,943</u>
Total General Revenues	\$ 25,877	\$ 24,643
ENDOWMENT CARE	<u>\$ -</u>	<u>\$ 500</u>
Change in Net Assets	\$ 2,301	\$ 8,172
 Net Assets, Beginning of Year	 <u>142,454</u>	 <u>134,282</u>
Net Assets, End of Year	<u>\$ 144,755</u>	<u>\$ 142,454</u>

The accompanying notes are an integral part of these financial statements.

BROWNS VALLEY CEMETERY DISTRICT
BALANCE SHEET-GOVERNMENTAL FUNDS
JUNE 30, 2011

	General Fund	Endowment Fund	Total Governmental Funds
ASSETS			
Cash and investments (Note 3)	\$ 97,921	\$ 25,073	\$ 122,994
Prepaid expense	1,224	----	1,224
Interest receivable, Yuba County	366	89	455
Receivable from Yuba County	466	----	466
Receivable from other funds	<u>100</u>	<u>----</u>	<u>100</u>
Total Assets	<u>\$ 100,077</u>	<u>\$ 25,162</u>	<u>\$ 125,239</u>
LIABILITIES AND FUND BALANCES			
Liabilities			
Payroll tax liabilities	\$ 4,837	\$ ----	\$ 4,837
Payable to other fund	<u>\$ ----</u>	<u>\$ 100</u>	<u>\$ 100</u>
Total Liabilities	\$ 4,837	\$ 100	4,937
Fund Balances			
Restricted:			
Endowment Care	\$ ----	\$ 16,191	\$ 16,191
Unrestricted:			
Undesignated	<u>95,240</u>	<u>8,871</u>	<u>104,111</u>
Total Fund Balances	<u>\$ 95,240</u>	<u>\$ 25,062</u>	<u>\$ 120,302</u>
Total Liabilities and Fund Balances	<u>\$ 100,077</u>	<u>\$ 25,162</u>	<u>\$ 125,239</u>

Amounts reported for governmental activities in the statement of net assets are different because:

Capital assets used in the governmental activities are not financial resources and therefore are not reported in the governmental funds. In the statement of net assets, all assets are reported, including capital assets and accumulated depreciation.

Total fund balance, governmental fund	\$ 120,302
Capital assets at historical cost	36,088
Accumulated depreciation	<u>(11,635)</u>
Total net assets, governmental activities	<u>\$ 144,755</u>

The accompanying notes are an integral part of these financial statements.

BROWNS VALLEY CEMETERY DISTRICT
BALANCE SHEET-GOVERNMENTAL FUNDS

June 30, 2010

	General Fund	Endowment Fund	Total Governmental Funds
ASSETS			
Cash and investments (Note 3)	\$ 92,024	\$ 24,663	\$ 116,687
Interest receivable, Yuba County	431	109	540
Prepaid expense	1,545	-----	1,545
Receivable from County	491	-----	491
Receivable from other fund	100	-----	100
Total Assets	<u>\$ 94,591</u>	<u>\$ 24,772</u>	<u>\$ 119,363</u>
LIABILITIES AND FUND BALANCES			
Liabilities			
Payroll tax payable	\$ 2,626	\$ -----	\$ 2,626
Payable to other fund	-----	100	100
Total Liabilities	<u>\$ 2,626</u>	<u>\$ 100</u>	<u>\$ 2,726</u>
Fund Balances			
Restricted:			
Endowment Care	\$ ----	\$ 16,191	\$ 16,191
Unrestricted:			
Undesignated	91,965	8,481	100,446
Total Fund Balances	<u>\$ 91,965</u>	<u>\$ 24,672</u>	<u>\$ 116,637</u>
Total Liabilities and Fund Balances	<u>\$ 94,591</u>	<u>\$ 24,772</u>	<u>\$ 119,363</u>

Amounts reported for governmental activities in the statement of net assets are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds. In the statement of net assets, all assets are reported, including capital assets and accumulated depreciation.

Total fund balance, government fund	\$ 116,637
Capital assets at historical cost	\$ 36,088
Accumulated depreciation	<u>(10,271)</u>
Total net assets, governmental activities	<u>\$ 142,454</u>

The accompanying notes are an integral part of these financial statements.

BROWNS VALLEY CEMEMTERY DISITRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended June 30, 2011

	General Fund	Endowment Fund	Total Governmental Funds
REVENUES			
Property taxes	\$ 23,983	\$ ----	\$ 23,983
Charge for services	(350)	----	(350)
Use of money and property	<u>1,504</u>	<u>390</u>	<u>1,894</u>
Total revenues	<u>25,137</u>	<u>390</u>	<u>25,527</u>
EXPENDITURES			
Current			
Salaries and benefits	13,640	----	13,640
Maintenance and supplies	7,298	----	7,298
Insurance	924	----	924
Capital outlay	<u>----</u>	<u>----</u>	<u>----</u>
Total expenditures	<u>21,862</u>	<u>----</u>	<u>21,862</u>
Excess of revenues over (under) expenditures	3,275	390	3,665
Fund balances, July 1, 2010	<u>91,965</u>	<u>24,672</u>	<u>116,637</u>
Fund Balances, June 30, 2011	<u>\$ 95,240</u>	<u>\$ 25,062</u>	<u>\$ 120,302</u>

The accompanying notes are an integral part of these financial statements.

BROWNS VALLEY CEMETERY DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For The Year ended June 30, 2010

	General Fund	Endowment Fund	Total Governmental Funds
REVENUES			
Property taxes	\$ 22,700	\$ -----	\$ 22,700
Charge for services	1,775	500	2,275
Use of money and property	<u>1,524</u>	<u>419</u>	<u>1,943</u>
Total revenues	<u>25,999</u>	<u>919</u>	<u>26,918</u>
EXPENDITURES			
Current			
Salaries and benefits	12,709	-----	12,709
Maintenance and supplies	4,205	-----	4,205
Insurance	<u>468</u>	<u>-----</u>	<u>468</u>
Total expenditures	<u>17,382</u>	<u>-----</u>	<u>17,382</u>
Excess of revenues over (under) expenditures	8,617	919	9,536
Fund balances, July 1, 2009	<u>83,348</u>	<u>23,753</u>	<u>107,101</u>
Fund balances, June 30, 2010	<u>\$ 91,965</u>	<u>\$ 24,672</u>	<u>\$ 116,637</u>

The accompanying notes are an integral part of these financial statements.

BROWNS VALLEY CEMETERY DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2011 AND JUNE 30, 2010

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Browns Valley Cemetery District, the "District", was formed under the California Health and Safety Code to provide and maintain burial grounds for residents in the geographical area covered by the District. The District is an autonomous special district of the State of California operating in Yuba County, and is governed by a three member Board of the Trustees. These financial statements encompass all fiscal activities conducted by the District.

B. Basis of Presentation

Government-wide Financial Statements

The Statement of net assets and statement of activities display information about the reporting government as a whole. They include all funds of the reporting entity except for fiduciary funds. The statements distinguish between governmental and business-type activities, if any. Governmental activities are financed through taxes, intergovernmental revenues and other nonexchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services. The District does not have business-type funds.

Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories; government, proprietary, and fiduciary. An emphasis is placed on major funds within the governmental and proprietary categories. A fund is considered major if it is the primary operating fund of the District or meets the following criteria.

1. Total assets, liabilities, revenues or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and
2. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

BROWNS VALLEY CEMETERY DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2011 AND JUNE 30, 2010

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Description of Funds and Account Groups

The accounts of the District are organized on the basis of funds, each of which is considered to be a separate set of self-balancing accounts which are comprised of each fund's assets, liabilities, fund equity, revenues and expenditures. Government resources are allocated to and for individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. The various funds are grouped, in the financial statements in this report, into the following fund types:

GOVERNMENT FUNDS

General Fund: The General Fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Endowment Fund- The Endowment Fund accounts for endowment fees collected by the District on grave sales which are permanently restricted, and interest earned on endowment funds which are unrestricted.

D. Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe "Which" transactions are recorded within the various financial statements. Basis of accounting refers to "When" revenues and expenditures of expenses are recognized in the accounts and reported in the financial statement regardless of the measurement focus applied.

Measurement Focus

On the government-wide Statement of Net Assets and the Statement of Activities, governmental activities are presented using the "economic resources" focus as defined in item 2 below.

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate:

BROWNS VALLEY CEMETERY DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2011 AND JUNE 30, 2010

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Measurement Focus and Basis of Accounting (continued)

1. The “current financial resources” measurement focus is used when accounting for all governmental funds. With this measurement focus, only current assets and current liabilities generally are included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources at the end of the period.

2. The accounting objectives of the “economic resources” measurement focus are the determination of operating income, changes in net assets (or cost recovery), financial position, and cash flows. All assets and liabilities (whether current or noncurrent) associated with the operation of these funds are reported.

Basis of Accounting

In the government-wide Statement of Net Assets and Statement of Activities, governmental accounting activities are presented using the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset is used. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Revenues are recognized in the accounting period in which they become available and measureable. Measureable mean knowing or being able to reasonably estimate the amount. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The District defines “available” to mean collectible within 60 days after the year end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred.

E. Budgets and Budgetary Accounting

The District operates under the general laws of the State of California and annually adopts a budget to be effective July 1 for the ensuing fiscal year.

Formal budgetary integration is employed as a management control device during the year for the general fund.

BROWNS VALLEY CEMETERY DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2011 AND JUNE 30, 2010

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Budgets and Budgetary Accounting (Continued)

Unused appropriations for the above annually budgeted fund lapse at the end of the year. Budgeted amounts are the original authorized amounts. There were no revisions during the year. Actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items for the general fund.

F. Use of Estimates

The preparation of the general purpose financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the general purpose financial statements and the reported amount of revenue and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2: PROPERTY TAXES

Property assessments are attached as an enforceable lien on real property as of January 1. Assessments are levied on July 1 and are payable in two installments on November 1 and February 1. The County of Yuba bills and collects the assessments and subsequently remits the allocated amount due to the District through the County Auditor-Controller's office in installments during the year.

The County of Yuba has elected into the Teeter Plan for property tax distributions. Therefore, the District receives 100 percent of the secured property tax levies to which it is entitled, whether or not collected. Unsecured delinquent taxes are considered fully collectible and no allowance for uncollectible taxes is provided.

Property taxes are accrued as receivable in the period when they are levied. Property tax revenues are recognized when they become available. "Available" means due, or past due, and receivable within the current period and collected or expected to be collected soon enough thereafter to be used to pay liabilities for the current period. This period was 60 days from the end of the fiscal year.

BROWNS VALLEY CEMETERY DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2011 AND JUNE 30, 2010

NOTE 3: CASH AND INVESTMENTS

Cash and investments of the District for the years ended June 30, 2011 and June 30, 2010 are summarized below:

	<u>June 30, 2011</u>	<u>June 30, 2010</u>
Cash with Yuba County	\$ 122,994	\$ 116,687
Total cash and investments	<u>\$ 122,994</u>	<u>\$ 116,687</u>

Investments: The District maintains most of its cash and investments with the Yuba County Treasurer in an investment pool. On a quarterly basis the Treasurer allocates interest to participants based upon their average daily balances. Required disclosure information regarding categorization of investments can be found in the County's financial statements, which were audited by other auditors. These investments are not categorized since these funds and pools contain a diversified portfolio of securities within each category as defined below.

Category 1 includes investments that are insured or registered or for which collateral is held by the District or its agent in the District's name.

Category 2 includes uninsured and unregistered investments for which the securities are held by the broker or dealer or its trust department in the District's name.

Category 3 includes unsecured and unregistered investments for which securities are held by the broker or dealer or by its trust department or agent but not in the District's name.

NOTE 4. CAPITAL ASSETS AND DEPRECIATION

Capital assets purchased or acquired with an original cost of \$200 or more are reported at historical cost or estimated historical cost. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

Structures and improvements	20-40 years
Equipment	5-10 years
Infrastructures	40 years

BROWNS VALLEY CEMETERY DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2011 AND JUNE 30, 2010

NOTE 4. CAPITAL ASSETS AND DEPRECIATION (Continued)

GASB Statement No. 34 requires the District to report and depreciate infrastructure assets. Infrastructure assets include roads, underground pipe, etc. The District had no infrastructure assets as of June 30, 2011 or June 30, 2010.

The following is a summary of changes in the capital assets of the District for the year ended June 30, 2011:

	Balance July 1, 2010	Additions	Retirements	Balance June 30, 2011
Government Activities				
Non-depreciable land	10,541	----	----	10,541
Depreciable capital assets:				
Buildings and improvements	20,000	----	----	20,000
Equipment	<u>5,547</u>	<u>----</u>	<u>----</u>	<u>5,547</u>
Total depreciable capital assets	36,088	----	----	36,088
Less accumulated depreciation	<u>(10,271)</u>	<u>(1,364)</u>	<u>----</u>	<u>(11,635)</u>
Net Capital Assets	<u>\$ 25,817</u>	<u>\$ (1,364)</u>	<u>\$ ----</u>	<u>\$ 24,453</u>

Depreciation expense for the fiscal year ended June 30, 2011 was \$ 1,364 and is charged to the cemetery services function in the Statement of Activities.

The following is a summary of changes in the capital assets of the District for the year ended June 30, 2010.

	Balance June 30, 2009	Additions	Retirements	Balance June 30, 2010
Governmental Activities				
Non-depreciable land	10,541	----	----	10,541
Depreciable capital assets:				
Buildings and improvements	20,000	----	----	20,000
Equipment	<u>5,547</u>	<u>----</u>	<u>----</u>	<u>5,547</u>
Total depreciable capital assets	36,088	----	----	36,088
Less accumulated depreciation	<u>(8,907)</u>	<u>(1,364)</u>	<u>----</u>	<u>(10,271)</u>
Net Capital Assets	<u>\$ 27,181</u>	<u>\$ (1,364)</u>	<u>\$ ----</u>	<u>\$ 25,817</u>

Depreciation expense for the fiscal year ended June 30, 2010 was \$1,364 and is charged to the cemetery services function in the Statement of Activities.

BROWNS VALLEY CEMETERY DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2011 AND JUNE 30, 2010

NOTE 6. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

There is no claim liability to be reported based on the requirements of Government Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

There appears to have been no lapse of coverage in liability, workers compensation and property insurance during the years being audited, but the amount of coverage is not known, since insurance policy records for those years could not be located.

BROWNS VALLEY CEMEMTERY DISTRICT
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN GENERAL
FUND BALANCE-BUDGET AND ACTUAL

For the Year Ended June 30, 2011

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance</u> <u>Positive</u> <u>(Negative)</u>
	<u>Original</u>	<u>Final</u>		
REVENUES				
Property taxes	\$ 22,700	\$ 22,700	\$ 23,983	\$ 1,283
Charges for services	2,275	2,275	(350)	(2,625)
Interest earned	<u>1,943</u>	<u>1,943</u>	<u>1,894</u>	<u>(49)</u>
Total revenues	26,918	26,918	25,527	(1,391)
EXPENDITURES				
Salaries and benefits	15,000	15,000	13,640	1,360
Insurance	3,000	3,000	924	2,076
Maintenance & small tools	2,000	2,000	5,668	(3,668)
Office	500	500	126	374
Utilities	300	300	304	(4)
Professional services	2,000	2,000	----	2,000
Miscellaneous	300	300	----	300
Improvement fund	<u>19,406</u>	<u>19,406</u>	<u>1,200</u>	<u>18,206</u>
Total expenditures	<u>42,506</u>	<u>42,506</u>	<u>21,862</u>	<u>20,644</u>
Excess of revenues over (under) expenditures	<u>(15,588)</u>	<u>(15,588)</u>	3,665	<u>19,253</u>
Fund balances, July 1, 2010			<u>116,637</u>	
Fund balances, June 30, 2011			<u>\$ 120,302</u>	

BROWNS VALLEY CEMETERY DISTRICT
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN GENERAL
FUND BALANCE-BUDGET AND ACTUAL

For the Year Ended June 30, 2010

	<u>Budgeted Amounts</u>			<u>Variance</u>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	<u>(Negative)</u>
REVENUES				
Property taxes	\$ 17,802	\$ 17,802	\$ 22,700	\$ 4,898
Charges for services	2,300	2,300	2,275	(25)
Interest earned	<u>2,308</u>	<u>2,308</u>	<u>1,943</u>	<u>(365)</u>
Total revenues	22,410	22,410	26,918	4,508
EXPENDITURES				
Salaries and benefits	15,000	15,000	12,709	2,291
Insurance	3,000	3,000	468	2,532
Maintenance & small tools	2,000	2,000	3,852	(1,852)
Office supplies	500	500	38	462
Utilities	300	300	210	90
Professional services	2,000	2,000	----	2,000
Miscellaneous	300	300	105	195
Improvement fund	<u>19,406</u>	<u>19,406</u>	<u>----</u>	<u>19,406</u>
Total expenditures	<u>42,506</u>	<u>42,506</u>	<u>17,382</u>	<u>25,124</u>
Excess of revenues over (under) expenditures	<u>(20,096)</u>	<u>(20,096)</u>	9,536	<u>29,632</u>
Fund balances, July 1, 2009			<u>107,101</u>	
Fund balances, June 30, 2010			<u>\$ 116,637</u>	

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Trustees
Browns Valley Cemetery District
Browns Valley, California

We have audited the financial statements of the Browns Valley Cemetery District (an autonomous special district of the state of California) as of and for the years ended June 30, 2011 and June 30, 2010 and have issued our report thereon dated June 3, 2013. We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller of the United States.

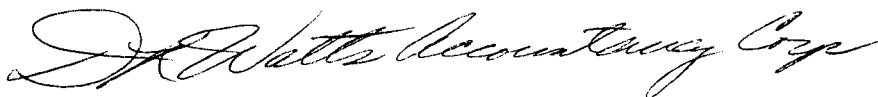
Internal Control over Financial Reporting

In planning and performing our audit, we considered Browns Valley Cemetery District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide an opinion on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control that might be material weakness. A material weakness is a reportable condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low-level risk that misstatements caused by error or fraud in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we consider to be material weaknesses.

Compliance

As part of obtaining reasonable assurance about whether Browns Valley Cemetery District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests did not disclose instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

This report is intended solely for the information and use of the Board of Trustees, management and various funding sources. However, this report is a matter of public record and its distribution is not limited.



Yuba City, California
June 3, 2013

FINDINGS AND RECOMMENDATIONS

Board of Directors
Browns Valley Cemetery District

In planning and performing our audit of the financial statements of the Browns Valley Cemetery District for the years ended June 30, 2010 and June 30, 2011, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on their internal control structure.

During our audit, we noted certain matters involving the internal control structure and other operational matters that are presented for your consideration. Our comments and recommendations, all of which have been discussed with appropriate members of management, are intended to improve the internal control structure or result in other operating efficiencies. We will be pleased to discuss these comments in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations. Our comments and recommendations are summarized as follows:

PRIOR YEAR RECOMMENDATIONS

The following prior year recommendations were addressed and corrected by the Board of Directors, or were otherwise corrected.

Unpaid payroll taxes

- 1. Finding:** On 2/09/2009, a stale dated warrant payable to the California E.D.D. in the amount of \$175.27 and issued on 10/17/2006 was re-deposited into the Districts General account by the Yuba County Auditor-Controller's office. On 9/13/2011 the District was advised that two additional warrants issued on 3/31/09 to the U.S. Treasury and the California E.D.D. in the amounts of \$317.48 and \$66.41 were outlawed as stale dated.

Also, there were no warrants to the U.S. Treasury or to the California E.D.D. issued in July, 2009 for payroll taxes owed for the quarter ended 6/30/2009.

Recommendation: These taxes may have already been paid in subsequent years, that have not yet been audited. Any past due notices received by either agency should be addressed immediately. No payments on these past due taxes could be found in the years currently audited.

ONGOING PRIOR YEAR RECOMMENDATIONS

Other prior year findings and recommendations continued through the years June 30, 2010 and 2011 with slight exceptions and are enumerated below.

Internal Controls

1. **Finding :** We found that the paid invoices that could be located, were not marked as "approved" by the Board of Trustees for payment.

Recommendation: The current Board gives blanket approval on small, routine payables that do not vary significantly month to month. All non-recurring, large or unusual invoices to be paid should be initialed by one or more trustees before warrants are requested from the County.

2. **Finding:** The Board of Trustees is being presented with a Treasurer's Report produced on a word processor, showing beginning general fund balance, deposits, disbursements and ending general fund balance.

Recommendation: The Board should be presented with a *Bank Reconciliation* after the month end, produced with the accounting software used by the District (Quickbooks), along with a copy of the *Account Activity Listing* produced by the Yuba County Auditor-Controller's Office, showing beginning and ending balances for both the General and Endowment funds.

Payroll Records

3. **Findings:** No timesheets could be located for the District employees, and payroll periods and amounts were inconsistent from month to month.

Recommendation: Timesheets should be kept for each pay period and signed by both the employee and a designated trustee before paychecks are requested from the County. Currently, there is one employee who is paid a monthly salary, and timesheets are not needed.

4. **Findings:** Most quarterly and annual payroll tax reports could not be located. It appears that either the State of California Employment Development Department was being paid in error for State Disability Insurance (SDI) that was not being deducted from employees paychecks, or past years State Unemployment Insurance (SUI) payments were delinquent and paid in the current years being audited, with interest and penalties.

Recommendation: An accountant or bookkeeper who is familiar with payroll tax withholding, reporting and deposit requirements should be engaged to properly prepare employees paychecks and the Federal and California annual and quarterly reports.

Board of Trustees Oversight and Recordkeeping

- 5. Findings:** The minutes to the Board of Trustee meetings for the years audited are incomplete. There are several records, documents and reports referred to in the minutes, yet almost none are attached.

Recommendation: Any invoices to be approved for payment, the monthly Treasurer's reports, and any contracts, proposals, or correspondence discussed at the Board meetings should be copied and attached to the Board minutes to provide a complete record of the meeting.

- 6. Findings:** The Board minutes for the years being audited did not report any discussion of arranging for the annual audit to be completed. In the prior year, there was discussion at the Board meetings that indicated that the trustees were aware of their responsibility to have the Districts financial statements audited each year.

Recommendation: The current Board of Trustees understands the need for an annual or biennial audit, and have taken steps to ensure that the audits are brought up to date.

CURRENT YEAR RECOMMENDATIONS

Unpaid payroll taxes

- 1. Findings:** No payments were made for Federal or California payroll taxes incurred during the years ended June 30, 2010 or June 30, 2011. Also, no payments were made on unpaid payroll taxes from previous years. Payroll taxes payable increased by \$2,010.26 during the year ended June 30, 2010, and increased by \$2,211.14 during the year ended June 30, 2011.

Recommendation: The current Board is addressing the unpaid payroll tax issue, and has taken steps to make sure that this does not occur again in the future.

Expense reimbursements

- 1. Findings:** The District secretary during the years ended June 30, 2010 and June 30, 2011 reimbursed herself for \$673.25 on warrant #283255 dated May 20, 2010. No receipt or explanation could be located, and there was no mention of this reimbursement in the minutes to the Board meetings.
- 2. Findings:** The District secretary reimbursed herself twice for a Veterans Day celebration held at her home. Warrant # 283276 included a reimbursement of \$150.00 on May 28, 2010, which was paid again on July 30, 2010 on warrant #283563.

Recommendation: Any reimbursement for expenses paid for personally by an employee should be accompanied by a receipt, be approved by a Board member, be addressed at the Board meeting and be documented in the notes to the Board meeting.



SUTTER-YUBA MENTAL HEALTH SERVICES
1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992-1520



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

RECEIVED Administration Services
(530) 822-7200
JUN 24 2013 FAX (530) 822-7627

Memorandum

Clerk/Board of Supervisors

DATE: June 18, 2013

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

FROM: Brad Luz, Ph.D. *Brad Luz, Ph.D.*
Assistant Director of Human Services for Mental Health
Alcohol & Drug Administrator

SUBJECT: Substance Abuse Advisory's Board's Annual Year-End Report for FY 2012-13

Enclosed is the Substance Abuse Advisory Board's (SAAB) Annual Year-End Report which includes the goals developed for the Alcohol and Other Drug (AOD) program.

As the Drug and Alcohol Administrator, I agree with the recommendations and comments offered by the SAAB 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, Chairperson Tom Collins for his contributions and leadership this past year.

BL/sh

Attachment

BOS CORRESPONDENCE B

• SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969 •

Adult Outpatient Services:	822-7200	TTY-CRS 800-735-2929	Children's System of Care:	822-7478
Wellness & Recovery:	822-7200	Psychiatric Emergency Services:	Youth Services:	822-7513
Substance Abuse Services:	822-7200	Psychiatric Health Facility:		

SUTTER-YUBA
SUBSTANCE ABUSE ADVISORY BOARD
1965 Live Oak Boulevard
Yuba City, CA 95991
(530) 822-7200

DATE: June 18, 2013

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

FROM: Board Member John Summers
Roberta D'Arcy

SUBJECT: Annual Year-End Report for FY 2012-13

On behalf of Chairperson Tom Collins and the Substance Abuse Advisory Board (SAAB) the purpose of this correspondence is to communicate the SAAB's Annual Year-End Report to the Board of Supervisors.

The SAAB is comprised of consumers, agency representatives and staff that represent a diverse cross-section of the Yuba and Sutter area. Monthly meetings are held at Sutter-Yuba Mental Health Services and generally begin with a presentation from local organizations that provide services in the drug and alcohol arena, followed by staff reports and public comment. At every meeting the Alcohol and Drug Program Administrator and Program Manager briefly review the budgetary status of program funding and updates the Board on current program activities.

The SAAB follows a strict process of fact finding and clarification on all issues that require a vote and/or an endorsement of the SAAB. Program Goals which are developed at the July meeting are revisited during the year. Copies of the Program Goals developed for FY 2012-13 including the status or results of each goal are attached for your information.

The SAAB currently has two vacancies representing Yuba County. Recent appointments include Mancy Howard of Yuba County, Michael Barber and Maggie Walker of Sutter County.

The Alcohol and other Drug Program's include Options for Change (OFC), First Steps, Services for Co-Occurring Disorders (COD) which is an educational program offered, Choices and Prevention. This past year Sutter County Probation has hired OFC staff to provide Clinical Services for AB 109 now known as the Choices Program which is part of Realignment for Corrections. Probation has also hired an intervention counselor for their juvenile unit who will be supervised by OFC.

This year, as in the past, the budget has been challenging due to decreased Federal and State funding and there continues to be limited hiring to fill vacancies. A spreadsheet of funding and expenditures for the current fiscal year is attached for your information.

Yuba County continues to receive the Comprehensive Drug Court Implementation (CDCI) Grant in the amount of \$78,000. Sutter County continues to receive the Drug Court Partnership (DCP) Grant in the amount of \$143,000. We would like to point out that these grants were written by Sutter/Yuba Mental Health Options for Change SYMH-OFC in the mid-1990s and were competitive grants. The State has chosen to continue to fund these programs each year since.

This year, First Steps implemented their Cooperative Childcare program as mandated by the State. Program participants who bring their children to First Steps are rotated into childcare where they assist in supervising the children and are taught childhood development and parenting skills by the childcare specialist.

Other prevention and intervention activities conducted over the past year include:

- Health Fairs - Staff distributed information about programs and how to obtain help for substance abuse.
- Sutter County Christmas and Summer Strolls - Prevention staff set-up information booths at these functions where treatment staff give out information on AOD programs and Services
- Wellness and Recovery Rally - Included in the event was a Healthy Dessert Contest, a Wellness Walk, Fashion Show Games, Booths Music and a Raffle.
- Voices of Recovery - People in recovery representing different agencies and programs of both counties spoke to the community about recovery and how it changed their lives. This year there were ten speakers and standing room only.
- Education included Red Ribbon Week - During Red Ribbon Week, "Plant the Promise" was implemented again this year in both counties. Children planted 3,000 red tulips and promised to be healthy. In April, when the tulips were blooming, the schools were revisited to measure the success of plant and youth health.
- Run Drugs Out of Town - This was the 8th annual community run to encourage a drug free community. This year over 700 people attended the run. Included was a free breakfast sponsored by the Kiwanis Early Risers group and Chobani Yogurt donated Yogurt to the participants and volunteers.
- Outreach at Gold Sox Stadium - Drug prevention was the theme at one of the Gold Sox games. There were featured guests during half time and people were encouraged to visit the booths set up with prevention materials.
- Recovery Happens Picnic - This annual picnic is held in September in honor of Recovery Month. This year it was held at Sam Brannan Park and it was well attended with approximately 500 participants. There was music with a DJ, softball and a raffle.
- Mural Contest - A contest was held among the schools to come up with the best mural. The winner's mural went on display at the mall and various locations throughout the community.

JS/js

Attachment

SAPT BLOCK GRANT							
	Discretionary	Adolescent Trmt	FNL/CL	Prim. Prevention	HIV	Perinatal	TOTAL
Allocation	\$ 806,804.00	\$ 23,338.00	\$ 12,000.00	\$ 194,424.00	\$ 17,343.00	\$ 49,028.00	
July	\$ 67,253.00	\$ 1,945.00	\$ 1,000.00	\$ 16,202.00	\$ 1,537.00	\$ 4,085.00	\$ 92,022.00
August	\$ 67,253.00	\$ 1,945.00	\$ 1,000.00	\$ 16,202.00	\$ 1,537.00	\$ 4,085.00	\$ 92,022.00
September	\$ 67,256.00	\$ 1,943.00	\$ 1,000.00	\$ 16,202.00	\$ 1,540.00	\$ 4,088.00	\$ 92,029.00
October	\$ 67,234.00	\$ 1,945.00	\$ 1,000.00	\$ 16,202.00	\$ 1,445.00	\$ 4,086.00	\$ 91,912.00
November	\$ 67,234.00	\$ 1,945.00	\$ 1,000.00	\$ 16,202.00	\$ 1,445.00	\$ 4,086.00	\$ 91,912.00
December	\$ 67,234.00	\$ 1,945.00	\$ 1,000.00	\$ 16,202.00	\$ 1,445.00	\$ 4,086.00	\$ 91,912.00
January	\$ 43,616.00	\$ 1,945.00	\$ 1,000.00	\$ 16,202.00	\$ 1,445.00	\$ 4,086.00	\$ 68,294.00
February							\$ -
March							\$ -
April							\$ -
May							\$ -
June							\$ -
Total Rec.	\$ 447,080.00	\$ 13,613.00	\$ 7,000.00	\$ 113,414.00	\$ 10,394.00	\$ 28,602.00	\$ 620,103.00
Balance Due	\$ 359,724.00	\$ 9,725.00	\$ 5,000.00	\$ 81,010.00	\$ 6,949.00	\$ 20,426.00	\$ 482,834.00

Combined Total

DATE	SL. Inv. #	ST. Sched. #	Provider No./Name	Claim Month/Year	Fed Share	St. Share	Total	County Pmt	Pmt Date	Fed Share Reimb. To County	Fed Share Rec.	Balance Due	Date Pmt Rec.
04/04/12	11482	0110003	10-00316 Addiction Treatment Services, Inc.	12/2011	\$ 25,030.35	\$ 25,030.35	\$ 50,060.70	\$ 50,061.29	04/12/12	\$ 25,030.35	\$ 25,030.35	\$ 25,030.35	5/12/2013
		0110003	10-00316 Addiction Treatment Services, Inc.	01/2012	\$ 25,372.99	\$ 25,372.99	\$ 50,745.98	\$ 50,746.41	04/12/12	\$ 25,372.99	\$ 25,372.99	\$ 25,372.99	5/12/2013
		0110003	10-00316 Addiction Treatment Services, Inc.	02/2012	\$ 23,741.57	\$ 23,741.57	\$ 47,483.14	\$ 47,483.91	04/12/12	\$ 23,741.57	\$ 23,741.57	\$ 23,741.57	5/12/2013
		0110004	10-00317 The Salvation Army	11/2011	\$ 2,409.72	\$ 2,409.72	\$ 4,819.44	\$ 4,820.71	04/12/12	\$ 2,409.72	\$ 2,409.72	\$ 2,409.72	5/12/2013
		0110004	10-00317 The Salvation Army	12/2011	\$ 1,798.86	\$ 1,798.86	\$ 3,597.72	\$ 3,598.87	04/12/12	\$ 1,798.86	\$ 1,798.86	\$ 1,798.86	5/12/2013
		0110004	10-00317 The Salvation Army	01/2012	\$ 2,409.72	\$ 2,409.72	\$ 4,819.44	\$ 4,820.71	04/12/12	\$ 2,409.72	\$ 2,409.72	\$ 2,409.72	5/12/2013
		0440005	110-00318 Agis Medical Systems, Inc. (Sutter-Yuba)	12/2011	\$ 90,856.06	\$ 30,471.37	\$ 121,327.43	\$ 121,327.43	04/12/12	\$ 90,856.06	\$ 90,856.06	\$ 90,856.06	5/12/2013
		0440005	110-00318 Agis Medical Systems, Inc. (Sutter-Yuba)	01/2012	\$ 31,075.19	\$ 31,075.19	\$ 62,150.38	\$ 62,150.38	04/12/12	\$ 31,075.19	\$ 31,075.19	\$ 31,075.19	5/12/2013
		0110017	110-00318 Agis Medical Systems, Inc. (Sutter-Yuba)	10/2011	\$ 16,061.79	\$ 16,061.79	\$ 32,123.58	\$ 32,123.58	04/12/12	\$ 16,061.79	\$ 16,061.79	\$ 16,061.79	5/12/2013
		0110017	110-00318 Agis Medical Systems, Inc. (Sutter-Yuba)	11/2011	\$ 16,391.85	\$ 16,391.85	\$ 32,783.71	\$ 32,783.71	04/12/12	\$ 16,391.85	\$ 16,391.85	\$ 16,391.85	5/12/2013
		0110039	110-00318 Agis Medical Systems, Inc. (Sutter-Yuba)	12/2011	\$ 15,036.86	\$ 15,036.86	\$ 30,073.72	\$ 30,073.72	04/12/12	\$ 15,036.86	\$ 15,036.86	\$ 15,036.86	5/12/2013
		0110082	110-00318 Agis Medical Systems, Inc. (Sutter-Yuba)	01/2012	\$ 30,748.81	\$ 30,748.81	\$ 61,497.62	\$ 61,497.62	04/12/12	\$ 30,748.81	\$ 30,748.81	\$ 30,748.81	5/12/2013
		0110116	10-00316 Addiction Treatment Services, Inc.	09/2011	\$ 11,885.75	\$ 11,885.75	\$ 23,771.50	\$ 23,771.50	04/12/12	\$ 11,885.75	\$ 11,885.75	\$ 11,885.75	5/12/2013
		0110136	10-00316 Addiction Treatment Services, Inc.	11/2011	\$ 12,527.80	\$ 12,527.80	\$ 25,055.61	\$ 25,055.61	04/12/12	\$ 12,527.80	\$ 12,527.80	\$ 12,527.80	5/12/2013
		0110139	10-00316 Addiction Treatment Services, Inc.	12/2011	\$ 12,316.47	\$ 12,316.47	\$ 24,632.95	\$ 24,632.95	04/12/12	\$ 12,316.47	\$ 12,316.47	\$ 12,316.47	5/12/2013
		0110282	10-00316 Addiction Treatment Services, Inc.	01/2012	\$ 25,206.02	\$ 25,206.02	\$ 50,412.04	\$ 50,412.04	04/12/12	\$ 25,206.02	\$ 25,206.02	\$ 25,206.02	5/12/2013
		0110223	10-00317 The Salvation Army	12/2011	\$ 691.19	\$ 691.19	\$ 1,382.39	\$ 1,382.39	04/12/12	\$ 691.19	\$ 691.19	\$ 691.19	5/12/2013
		0110282	10-00317 The Salvation Army	01/2012	\$ 898.83	\$ 898.83	\$ 1,797.66	\$ 1,797.66	04/12/12	\$ 898.83	\$ 898.83	\$ 898.83	5/12/2013
		0110282	10-00317 The Salvation Army	02/2012	\$ 537.73	\$ 537.73	\$ 1,075.47	\$ 1,075.47	04/12/12	\$ 537.73	\$ 537.73	\$ 537.73	5/12/2013
		0110282	10-00317 The Salvation Army	03/2012	\$ 23,806.75	\$ 23,806.75	\$ 47,613.50	\$ 47,613.50	04/12/12	\$ 23,806.75	\$ 23,806.75	\$ 23,806.75	5/12/2013
		0110282	10-00317 The Salvation Army	04/2012	\$ 5,027.54	\$ 5,027.54	\$ 10,055.08	\$ 10,055.08	04/12/12	\$ 5,027.54	\$ 5,027.54	\$ 5,027.54	5/12/2013
		0110282	10-00317 The Salvation Army	05/2012	\$ 2,082.11	\$ 2,082.11	\$ 4,164.22	\$ 4,164.22	04/12/12	\$ 2,082.11	\$ 2,082.11	\$ 2,082.11	5/12/2013
		0110282	10-00317 The Salvation Army	06/2012	\$ 1,846.64	\$ 1,846.64	\$ 3,693.28	\$ 3,693.28	04/12/12	\$ 1,846.64	\$ 1,846.64	\$ 1,846.64	5/12/2013
		0110282	10-00317 The Salvation Army	07/2012	\$ 30,548.18	\$ 30,548.18	\$ 61,096.36	\$ 61,096.36	04/12/12	\$ 30,548.18	\$ 30,548.18	\$ 30,548.18	5/12/2013
		0110282	10-00317 The Salvation Army	08/2012	\$ 32,346.84	\$ 32,346.84	\$ 64,693.68	\$ 64,693.68	04/12/12	\$ 32,346.84	\$ 32,346.84	\$ 32,346.84	5/12/2013
		0110282	10-00317 The Salvation Army	09/2012	\$ 31,007.31	\$ 31,007.31	\$ 62,014.62	\$ 62,014.62	04/12/12	\$ 31,007.31	\$ 31,007.31	\$ 31,007.31	5/12/2013
		0110282	10-00317 The Salvation Army	10/2012	\$ 31,496.07	\$ 31,496.07	\$ 62,992.14	\$ 62,992.14	04/12/12	\$ 31,496.07	\$ 31,496.07	\$ 31,496.07	5/12/2013
		0110282	10-00317 The Salvation Army	11/2012	\$ 1,046.75	\$ 1,046.75	\$ 2,093.50	\$ 2,093.50	04/12/12	\$ 1,046.75	\$ 1,046.75	\$ 1,046.75	5/12/2013
		0110282	10-00317 The Salvation Army	12/2012	\$ 846.93	\$ 846.93	\$ 1,693.86	\$ 1,693.86	04/12/12	\$ 846.93	\$ 846.93	\$ 846.93	5/12/2013
		0110282	10-00317 The Salvation Army	01/2013	\$ 406.28	\$ 406.28	\$ 812.56	\$ 812.56	04/12/12	\$ 406.28	\$ 406.28	\$ 406.28	5/12/2013
		0110282	10-00317 The Salvation Army	02/2013	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	03/2013	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	04/2013	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	05/2013	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	06/2013	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	07/2013	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	08/2013	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	09/2013	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	10/2013	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	11/2013	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	12/2013	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	01/2014	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	02/2014	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	03/2014	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	04/2014	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	05/2014	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	06/2014	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	07/2014	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	08/2014	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	09/2014	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	10/2014	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	11/2014	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	12/2014	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	01/2015	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	02/2015	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	03/2015	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	04/2015	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	05/2015	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	06/2015	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	07/2015	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	08/2015	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	09/2015	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	10/2015	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	11/2015	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	12/2015	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	01/2016	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	02/2016	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	03/2016	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	04/2016	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	05/2016	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55	04/12/12	\$ 193.27	\$ 193.27	\$ 193.27	5/12/2013
		0110282	10-00317 The Salvation Army	06/2016	\$ 193.27	\$ 193.27	\$ 386.55	\$ 386.55					

FISCAL YEAR 2012/13
BI-COUNTY MENTAL HEALTH
MENTAL HEALTH SERVICE

DMC

	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	BALANCE
51010 Permanent Salary	\$ -													\$ -
51013 Special Pay	\$ -													\$ -
51014 Other Pay	\$ -													\$ -
51020 Extra Help	\$ -													\$ -
51030 Overtime	\$ -													\$ -
51100 Co Contrib FICA	\$ -													\$ -
51110 Co Contrib Retire	\$ -													\$ -
51111 Retirement Allow	\$ -													\$ -
51120 Co Contr-Gp Ins	\$ -													\$ -
51130 Co Cont Unemp Ins	\$ -													\$ -
51150 Workers Comp	\$ -													\$ -
Total Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Communications	\$ -													\$ -
Food	\$ -													\$ -
Household Expense	\$ -													\$ -
Memberships	\$ -													\$ -
Office Expenses	\$ -													\$ -
Prof/Spec Svcs	\$ 776,574.00						\$ 162,460.23	\$ 175,333.50		\$ 161,830.01	\$ 32,368.98			\$ 531,992.72
P/S Medical Svcs	\$ -													\$ -
Special Dept Exp	\$ -													\$ -
Employment Train	\$ -													\$ -
Spec Dept-Other	\$ -													\$ -
Transport/Travel	\$ -													\$ -
Total Services and Supplies	\$ 776,574.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162,460.23	\$ 175,333.50	\$ -	\$ 161,830.01	\$ 32,368.98	\$ -	\$ -	\$ 531,992.72
Support & Care	\$ -													\$ -
Total Other Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GROSS BUDGET	\$ 776,574.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162,460.23	\$ 175,333.50	\$ -	\$ 161,830.01	\$ 32,368.98	\$ -	\$ -	\$ 531,992.72
NET BUDGET	\$ 776,574.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162,460.23	\$ 175,333.50	\$ -	\$ 161,830.01	\$ 32,368.98	\$ -	\$ -	\$ 531,992.72
REVENUES														
2011 Realignment - DMC (11/12)(\$498,295.31)	\$ 208,416.24	\$ 141,685.04	\$ 66,731.20	\$ 101,247.49	\$ 107,076.74	\$ 135,978.34	\$ 103,186.66	\$ 101,423.18	\$ 174,337.84	\$ 100,144.01	\$ 87,480.32	\$ -	\$ -	\$ 910,874.57
2011 Realignment - DMC (12/13)(\$1,324,608)	\$ 568,157.76						\$ 103,186.66	\$ 101,423.18	\$ 174,337.84	\$ 100,144.01	\$ 87,480.32	\$ -	\$ -	\$ 1,119,290.81
TOTAL REVENUES	\$ 776,574.00	\$ 141,685.04	\$ 66,731.20	\$ 101,247.49	\$ 107,076.74	\$ 135,978.34	\$ 103,186.66	\$ 101,423.18	\$ 174,337.84	\$ 100,144.01	\$ 87,480.32	\$ -	\$ -	\$ 1,119,290.81
UNREIMBURSED COSTS	\$ -	\$ 141,685.04	\$ 208,416.24	\$ 309,663.73	\$ 416,740.46	\$ 552,718.80	\$ 493,445.23	\$ 419,534.91	\$ 593,872.75	\$ 552,166.75	\$ 587,298.09	\$ 587,298.09	\$ 587,298.09	\$ 587,298.09

FISCAL YEAR 2012/13
BI-COUNTY MENTAL HEALTH
MENTAL HEALTH SERVICE

Sutter Drug Court

	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	BALANCE
51010 Permanent Salary	\$ 78,378.00	\$ 3,663.27	\$ 10,989.82	\$ 7,326.54	\$ 7,326.53	\$ 7,326.54	\$ 7,326.53	\$ 7,381.49	\$ 7,436.44	\$ 11,154.66	\$ 7,436.43			\$ 77,368.25
51013 Special Pay	\$ -													\$ -
51014 Other Pay	\$ -													\$ -
51020 Extra Help	\$ -													\$ -
51030 Overtime	\$ -													\$ -
51100 Co Contrib FICA	\$ 4,433.00	\$ 263.58	\$ 798.66	\$ 527.17	\$ 530.84	\$ 528.61	\$ 528.99	\$ 534.32	\$ 538.63	\$ 815.72	\$ 542.24			\$ 5,609.16
51110 Co Contrib Retire	\$ 11,405.00	\$ 803.96	\$ 2,409.74	\$ 1,607.96	\$ 1,607.96	\$ 1,607.96	\$ 1,607.96	\$ 1,620.02	\$ 1,625.34	\$ 2,445.28	\$ 1,632.08			\$ 16,988.28
51111 Retirement Allow	\$ 588.00	\$ 84.68	\$ 253.80	\$ 169.36	\$ 169.36	\$ 169.36	\$ 169.36	\$ 84.68						\$ 1,100.60
51120 Co Contr-Grp Ins	\$ 13,149.00	\$ 786.05	\$ 1,570.35	\$ 1,572.10	\$ 1,572.10	\$ 1,572.10	\$ 1,572.10	\$ 1,572.10	\$ 1,564.52	\$ 1,569.10	\$ 1,524.84			\$ 14,875.36
51130 Co Contr Unemp Ins	\$ -													\$ -
51150 Workers' Comp	\$ -													\$ -
Total Salaries	\$ 107,957.00	\$ 5,601.56	\$ 16,022.37	\$ 11,203.13	\$ 11,206.79	\$ 11,205.57	\$ 11,204.34	\$ 11,192.61	\$ 11,164.93	\$ 15,984.76	\$ 11,135.59	\$ -	\$ -	\$ 115,921.65
52060 Communications	\$ 350.00		\$ 48.70	\$ 45.09	\$ 47.37	\$ 47.61	\$ 45.58	\$ 48.33	\$ 49.49	\$ 49.63	\$ 52.39			\$ 434.19
52080 Food	\$ 250.00		\$ 26.81		\$ 26.81						\$ 25.81			\$ 79.43
52090 Household Expense	\$ 200.00													\$ -
52150 Memberships	\$ 330.00							\$ 265.00						\$ 265.00
52170 Office Expenses	\$ 325.00		\$ 116.00					\$ 38.72		\$ 57.73	\$ 79.37			\$ 370.81
52180 Prof/Special Svcs	\$ 2,084.00		\$ 363.93		\$ 318.19	\$ 181.98	\$ 311.94	\$ 415.92		\$ 735.95	\$ 282.45			\$ 2,620.36
52182 PHS Medical Svcs	\$ 500.00		\$ 30.25			\$ 39.75	\$ 22.75	\$ 11.50	\$ 32.00	\$ 62.11	\$ 85.63			\$ 283.99
52230 Special Dept Exp	\$ 150.00		\$ 5.75	\$ 24.00										\$ 29.75
52232 Employment Train	\$ 250.00													\$ -
52237 Spec Dept-Other	\$ -													\$ -
52250 Transport/Travel	\$ 1,600.00		\$ 100.00		\$ 295.08	\$ 118.82	\$ 175.84	\$ 48.84	\$ 200.00	\$ 56.50	\$ 322.04			\$ 1,317.12
Total Services and Supplies	\$ 6,039.00	\$ -	\$ 575.44	\$ 185.09	\$ 687.45	\$ 388.16	\$ 635.10	\$ 828.31	\$ 281.49	\$ 961.92	\$ 857.69	\$ -	\$ -	\$ 5,400.65
53100 Support & Care	\$ -								\$ 4,370.00	\$ 225.00	\$ 150.00			\$ 4,745.00
Total Other Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,370.00	\$ 225.00	\$ 150.00	\$ -	\$ -	\$ 4,745.00
GROSS BUDGET	\$ 113,996.00	\$ 5,601.56	\$ 16,597.81	\$ 11,388.22	\$ 11,894.24	\$ 11,593.73	\$ 11,839.44	\$ 12,020.92	\$ 15,816.42	\$ 17,171.68	\$ 12,143.28	\$ -	\$ -	\$ 126,067.30
NET BUDGET	\$ 113,996.00	\$ 5,601.56	\$ 16,597.81	\$ 11,388.22	\$ 11,894.24	\$ 11,593.73	\$ 11,839.44	\$ 12,020.92	\$ 15,816.42	\$ 17,171.68	\$ 12,143.28	\$ -	\$ -	\$ 126,067.30
REVENUES														
2011 Realignment - Sutter Drug Court (11/12)														
2011 Realignment - Sutter Drug Court (12/13)	\$ -	\$ -	\$ -	\$ 11,312.49	\$ 11,963.79	\$ 15,193.00	\$ 11,529.15	\$ 11,332.12	\$ 19,478.95	\$ 11,189.19	\$ 9,774.26	\$ -	\$ -	\$ 101,772.95
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ 11,312.49	\$ 11,963.79	\$ 15,193.00	\$ 11,529.15	\$ 11,332.12	\$ 19,478.95	\$ 11,189.19	\$ 9,774.26	\$ -	\$ -	\$ 101,772.95
UNREIMBURSED COSTS	\$ 113,996.00	\$ (5,601.56)	\$ (22,195.37)	\$ (22,275.10)	\$ (22,205.55)	\$ (18,606.28)	\$ (18,916.57)	\$ (19,605.37)	\$ (15,942.85)	\$ (21,925.33)	\$ (24,294.35)	\$ (24,294.35)	\$ (24,294.35)	\$ (24,294.35)

Yuba Drug Count

UNREIMBURSED COSTS

FISCAL YEAR 2012/13
BI-COUNTY MENTAL HEALTH
MENTAL HEALTH SERVICE

54 1st Steps

	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	BALANCE
51010 Permanent Salary	\$ 324,670.00	\$ 10,605.08	\$ 33,972.31	\$ 22,288.72	\$ 25,786.04	\$ 25,318.28	\$ 24,709.50	\$ 25,285.66	\$ 20,424.87	\$ 38,225.95	\$ 25,567.90			\$ 252,196.31
51013 Special Pay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
51014 Other Pay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
51020 Extra Help	\$ -	\$ 1,193.96	\$ 3,979.83	\$ 2,606.81	\$ 2,710.72	\$ 2,611.22	\$ 2,387.90	\$ 2,138.49	\$ 2,932.23	\$ 3,041.70	\$ 1,467.98			\$ 25,070.83
51030 Overtime	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
51100 Co Contrib FICA	\$ 24,148.00	\$ 861.61	\$ 2,818.41	\$ 1,820.25	\$ 2,092.67	\$ 2,051.13	\$ 1,988.80	\$ 2,014.58	\$ 1,735.32	\$ 3,084.27	\$ 1,997.57			\$ 27.80
51110 Co Contrib Retire	\$ 61,305.00	\$ 2,002.45	\$ 6,412.48	\$ 4,207.46	\$ 4,868.20	\$ 4,731.49	\$ 4,665.64	\$ 4,776.32	\$ 3,816.79	\$ 7,781.14	\$ 5,094.89			\$ 20,464.61
51111 Retirement Allow	\$ 2,778.00	\$ 177.52	\$ 574.74	\$ 376.13	\$ 443.65	\$ 429.26	\$ 427.56	\$ 215.26	\$ 397.16					\$ 3,036.28
51120 Co Contr-Grp Ins	\$ 85,907.00	\$ 2,485.68	\$ 6,318.20	\$ 5,059.17	\$ 6,288.95	\$ 6,253.53	\$ 6,201.14	\$ 6,201.14	\$ 4,891.48	\$ 5,769.44	\$ 5,722.96			\$ 55,191.69
Def Comp	\$ 650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
51130 Co Cont Unemp Ins	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
51150 Workers Comp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Total Salaries	\$ 499,458.00	\$ 17,326.29	\$ 54,075.97	\$ 36,358.54	\$ 42,192.23	\$ 41,394.91	\$ 40,375.54	\$ 40,641.45	\$ 34,227.65	\$ 57,902.50	\$ 39,850.30	\$ -	\$ -	\$ 404,345.38
52060 Communications	\$ 300.00	\$ -	\$ 24.16	\$ 24.16	\$ 24.16	\$ 24.26	\$ 23.90	\$ 24.38	\$ 24.18	\$ 23.90	\$ 23.90			\$ 217.00
52080 Food	\$ 1,000.00	\$ 42.83	\$ 67.34	\$ 67.34	\$ 130.06	\$ 44.05	\$ 115.37	\$ 202.19	\$ 66.40	\$ 154.46	\$ 73.85			\$ 896.55
52090 Household Expense	\$ 500.00	\$ 32.09	\$ 49.34	\$ 49.34	\$ 9.50	\$ 71.56			\$ 46.14	\$ 40.35	\$ 158.90			\$ 407.88
52130 Minn Structures	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
52136 Computer Hardware	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
52140 Medical Lab Supp	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
52141 Medical Supplies	\$ 350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
52150 Memberships	\$ 750.00	\$ -	\$ 259.74	\$ 282.60	\$ 282.60	\$ 593.41	\$ 39.21	\$ 140.04	\$ 88.63	\$ 450.99	\$ 152.10			\$ 1,770.72
52170 Office Expenses	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
52173 Subscription	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
52180 Prof/Spect Svcs	\$ 6,000.00	\$ 2,461.70	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 1,765.06	\$ 1,687.20	\$ 726.94	\$ 875.00	\$ 875.00			\$ 11,015.90
52182 P/S Medical Svcs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
52210 Rents Structures	\$ 39,000.00	\$ 5,885.00	\$ 2,942.60	\$ 2,942.60	\$ 5,885.20	\$ 2,942.60	\$ 2,942.60	\$ 2,942.60	\$ 2,942.60	\$ 2,942.60	\$ 2,942.60			\$ -
52230 Special Dept Exp	\$ 750.00	\$ 100.75	\$ 3,452.00	\$ -	\$ -	\$ 23.52	\$ 194.50	\$ 24.08	\$ 61.55	\$ 4.00	\$ 294.52			\$ 4,154.92
52232 Employment Train	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550.00	\$ 125.00	\$ -	\$ -	\$ -			\$ 675.00
52237 Spec Dept-Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
52260 Transport/Travel	\$ 650.00	\$ -	\$ -	\$ -	\$ -	\$ 13.00	\$ -	\$ -	\$ 200.00	\$ 50.41	\$ 49.61			\$ 313.02
Utilities	\$ 4,500.00	\$ -	\$ 809.35	\$ 798.95	\$ 812.40	\$ 604.39	\$ 515.92	\$ 572.88	\$ 720.63	\$ 511.18	\$ 478.79			\$ 5,822.49
Total Services and Supplies	\$ 57,100.00	\$ 5,985.75	\$ 6,312.73	\$ 5,526.53	\$ 8,018.92	\$ 5,281.79	\$ 6,649.60	\$ 5,678.33	\$ 2,243.47	\$ 5,213.62	\$ 5,205.41	\$ -	\$ -	\$ 56,116.15
53612 IF Copier Rental	\$ 850.00	\$ -	\$ -	\$ -	\$ -	\$ 205.18	\$ 102.59	\$ 102.59	\$ 205.18	\$ -	\$ -			\$ 615.54
53623 IF Fingerprint	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
53680 IF Physical/Drug	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Total Other Charges	\$ 850.00	\$ -	\$ -	\$ -	\$ -	\$ 205.18	\$ 102.59	\$ 102.59	\$ 237.18	\$ -	\$ -	\$ -	\$ -	\$ 647.54
GROSS BUDGET	\$ 557,408.00	\$ 23,312.04	\$ 60,388.70	\$ 41,885.07	\$ 50,211.15	\$ 46,881.88	\$ 47,127.73	\$ 46,422.37	\$ 36,708.30	\$ 63,116.12	\$ 45,055.71	\$ -	\$ -	\$ 461,109.07
NET BUDGET	\$ 557,408.00	\$ 23,312.04	\$ 60,388.70	\$ 41,885.07	\$ 50,211.15	\$ 46,881.88	\$ 47,127.73	\$ 46,422.37	\$ 36,708.30	\$ 63,116.12	\$ 45,055.71	\$ -	\$ -	\$ 461,109.07
REVENUES														
2011 Reassignment - Non-DMC	\$ -	\$ -	\$ 24,425.14	\$ -	\$ 25,831.40	\$ 32,803.68	\$ 24,892.95	\$ 24,467.52	\$ 42,057.60	\$ 24,158.94	\$ 21,103.92	\$ -	\$ -	\$ 219,741.15
SAPT/Perinatal Set-a-side (11/12)	\$ -	\$ 8,170.00	\$ 1,780.00	\$ -	\$ -	\$ 4,085.67	\$ 4,085.66	\$ -	\$ -	\$ -	\$ -			\$ 9,950.00
SAPT/Perinatal Set-a-side (12/13)	\$ -	\$ -	\$ -	\$ -	\$ 4,085.67	\$ 4,085.67	\$ 4,085.66	\$ -	\$ -	\$ -	\$ -			\$ 12,257.00
First Step Fees (Acct 46252)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
SAPT/Discretionary (11/12) (1/12 Prior Yr)	\$ 18,705.00	\$ 18,705.00	\$ 18,705.00	\$ 18,705.00	\$ 18,705.00	\$ 18,705.00	\$ 11,053.67	\$ -	\$ -	\$ -	\$ -			\$ 104,578.67
SAPT/Discretionary (12/13) (1/12 Prior Yr)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
TOTAL REVENUES	\$ 18,705.00	\$ 26,875.00	\$ 44,910.14	\$ 35,095.67	\$ 48,622.07	\$ 55,594.35	\$ 40,032.28	\$ 24,467.52	\$ 42,057.60	\$ 24,158.94	\$ 21,103.92	\$ -	\$ -	\$ 346,526.82
UNREIMBURSED COSTS	\$ 557,408.00	\$ 4,607.04	\$ 38,120.74	\$ 35,095.67	\$ 36,684.75	\$ 27,972.28	\$ 35,067.73	\$ 57,022.58	\$ 51,673.28	\$ 90,630.46	\$ 114,582.25	\$ 114,582.25	\$ 114,582.25	\$ 114,582.25

FISCAL YEAR 2012/13
BI-COUNTY MENTAL HEALTH
MENTAL HEALTH SERVICE

41 AOD Admin

	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	BALANCE
51010 Permanent Salary	\$ 73,601.00	\$ 2,809.72	\$ 8,429.16	\$ 5,619.44	\$ 6,474.77	\$ 5,619.44	\$ 5,619.45	\$ 5,661.59	\$ 6,450.46	\$ 8,555.61	\$ 5,703.74			\$ 60,943.38
51013 Special Pay	\$ -													\$ -
51014 Other Pay	\$ -													\$ -
51020 Extra Help	\$ -													\$ -
51030 OverTime	\$ -													\$ -
51100 Co Contrib FICA	\$ 5,452.00	\$ 202.51	\$ 619.33	\$ 413.20	\$ 478.65	\$ 360.94	\$ 326.50	\$ 416.87	\$ 475.76	\$ 634.41	\$ 423.52			\$ 4,351.69
51110 Co Contrib Reire	\$ 13,897.00	\$ 525.81	\$ 1,584.66	\$ 1,051.62	\$ 1,213.12	\$ 1,039.27	\$ 1,045.80	\$ 1,050.68	\$ 1,207.76	\$ 1,595.51	\$ 1,067.72			\$ 11,361.95
51111 Retirement Allow	\$ 726.00	\$ 54.90	\$ 163.37	\$ 109.80	\$ 126.60	\$ 108.51	\$ 109.18	\$ 54.31						\$ 726.67
51120 Co Contrib-Grp Ins	\$ 4,453.00	\$ 175.72	\$ 344.34	\$ 351.44	\$ 505.17	\$ 348.26	\$ 349.93	\$ 348.23	\$ 476.15	\$ 351.06	\$ 321.12			\$ 3,571.42
51130 Det Camp	\$ -													\$ -
51130 Co Cont Unemp Ins	\$ -													\$ -
51150 Workers' Comp	\$ -													\$ -
	\$ 98,129.00	\$ 3,768.66	\$ 11,120.86	\$ 7,545.50	\$ 8,798.31	\$ 7,476.42	\$ 7,450.86	\$ 7,531.68	\$ 8,610.13	\$ 11,136.59	\$ 7,516.10	\$ -	\$ -	\$ 80,955.11
Total Salaries														
Communications	\$ -													\$ -
Food	\$ -													\$ -
52080	\$ -													\$ -
52090 Household Expense	\$ -													\$ -
Insurance	\$ 12,174.00				\$ 7,256.00									\$ -
52100	\$ -				\$ 181.94									\$ -
Computer Hardware	\$ -													\$ -
52136	\$ -													\$ -
Medical Lab Supp	\$ -													\$ -
52140	\$ -													\$ -
Medical Supplies	\$ -													\$ -
52141	\$ -													\$ -
Memberships	\$ -													\$ -
52150	\$ -													\$ -
Office Expenses	\$ -													\$ -
52170	\$ -													\$ -
Subscription	\$ -													\$ -
52173	\$ -													\$ -
Prof/Specd Svcs	\$ -													\$ -
52180	\$ -													\$ -
P/S Medical Svcs	\$ -													\$ -
52182	\$ -													\$ -
Rents Structures	\$ -													\$ -
52210	\$ -													\$ -
Special Dept Exp	\$ -													\$ -
52230	\$ -													\$ -
Employment train	\$ -													\$ -
52232	\$ -													\$ -
Spec Dept-Other	\$ -													\$ -
52237	\$ -													\$ -
Transport/Travel	\$ -													\$ -
52250	\$ -													\$ -
Utilities	\$ -													\$ -
52260	\$ -													\$ -
Total Services and Supplies	\$ 12,174.00	\$ -	\$ 702.20	\$ -	\$ 7,437.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,140.14
IF Inform. Tech.	\$ 5,000.00						\$ 1,146.85							\$ 1,146.85
53633	\$ -													\$ -
IF Human Services Admin	\$ 17,600.00													\$ -
53689	\$ -													\$ -
IF Physical/Drug														\$ -
Total Other Charges	\$ 22,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,146.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,146.85
GROSS BUDGET	\$ 132,903.00	\$ 3,768.66	\$ 11,823.06	\$ 7,545.50	\$ 16,236.25	\$ 7,476.42	\$ 8,597.71	\$ 7,531.68	\$ 8,610.13	\$ 11,136.59	\$ 7,516.10	\$ -	\$ -	\$ 90,242.10
NET BUDGET	\$ 132,903.00	\$ 3,768.66	\$ 11,823.06	\$ 7,545.50	\$ 16,236.25	\$ 7,476.42	\$ 8,597.71	\$ 7,531.68	\$ 8,610.13	\$ 11,136.59	\$ 7,516.10	\$ -	\$ -	\$ 90,242.10
REVENUES														
SAPT/Discretionary (11/12)		\$ 3,768.66	\$ 11,823.06	\$ 7,545.50	\$ 16,236.25	\$ 7,476.42	\$ 8,597.71							\$ -
SAPT/Discretionary (12/13)		\$ -	\$ -	\$ -										\$ 55,447.60
Critb Oth MH Alc (Acct 47504)		\$ -	\$ -	\$ -										\$ -
TOTAL REVENUES		\$ 3,768.66	\$ 11,823.06	\$ 7,545.50	\$ 16,236.25	\$ 7,476.42	\$ 8,597.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,447.60
UNREIMBURSED COSTS	\$ 132,903.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,531.68)	\$ (16,141.81)	\$ (27,278.40)	\$ (34,794.50)	\$ (34,794.50)	\$ (34,794.50)	\$ (34,794.50)

FISCAL YEAR 2012/13
BLCOUNTY MENTAL HEALTH
MENTAL HEALTH SERVICE

50 Options

	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	BALANCE
51010 Permanent Salary	\$ 491,196.00	\$ 12,185.38	\$ 36,036.24	\$ 22,129.70	\$ 19,279.88	\$ 18,027.94	\$ 13,945.65	\$ 15,416.44	\$ 16,133.41	\$ 17,300.59	\$ 12,026.99			\$ 182,432.22
51013 Special Pay	\$ -													\$ -
51014 Other Pay	\$ -													\$ 11,411.51
51020 Extra Help	\$ -					\$ 11,411.51								\$ 17,809.45
51030 Overtime	\$ -				\$ 1,266.40	\$ 3,007.70	\$ 2,849.40	\$ 2,551.80	\$ 3,153.23	\$ 3,052.82	\$ 1,928.10			\$ -
51080 Co Contrib FICA	\$ 36,577.00	\$ 901.89	\$ 2,702.46	\$ 1,633.18	\$ 1,521.78	\$ 2,452.37	\$ 1,256.13	\$ 1,327.86	\$ 1,433.32		\$ 1,026.18			\$ 17,255.17
51100 Co Contrib Retire	\$ 92,749.00	\$ 2,301.49	\$ 6,806.30	\$ 4,179.84	\$ 3,632.29	\$ 3,402.07	\$ 2,633.07	\$ 2,910.86	\$ 3,046.20	\$ 1,518.20	\$ 2,270.80			\$ 32,701.12
51111 Retirement Allow	\$ 3,984.00	\$ 238.18	\$ 704.44	\$ 431.68	\$ 375.24	\$ 351.58	\$ 256.80	\$ 130.31	\$ 3,266.55		\$ 575.47			\$ 5,754.78
51120 Co Contr-Grp Ins	\$ 109,019.00	\$ 2,228.29	\$ 4,246.25	\$ 4,393.63	\$ 3,568.63	\$ 2,570.53	\$ 2,454.49	\$ 3,274.23	\$ 2,981.46	\$ 1,604.88	\$ 2,432.89			\$ 29,745.28
51130 Def Comp	\$ 1,300.00							\$ 25.00	\$ 50.00	\$ 75.00	\$ 50.00			\$ 200.00
51130 Co Cont Unemp Ins	\$ -													\$ -
51150 Workers' Comp	\$ -													\$ -
	\$ 734,825.00	\$ 17,855.23	\$ 50,495.69	\$ 32,768.03	\$ 29,584.22	\$ 41,223.70	\$ 23,395.54	\$ 25,636.50	\$ 26,797.62	\$ 26,818.04	\$ 19,734.96	\$ -	\$ -	\$ 284,309.53
52060 Communications	\$ 3,200.00		\$ 118.69	\$ 122.70	\$ 122.36	\$ 119.71	\$ 120.70	\$ 121.69	\$ 118.74	\$ 157.39	\$ 230.76			\$ 1,232.74
52080 Food	\$ 2,500.00		\$ 92.27	\$ 291.26	\$ 312.07	\$ 825.28	\$ 659.41	\$ 434.58	\$ 60.14	\$ 207.65	\$ 640.06			\$ 3,522.72
52090 Household Expense	\$ 2,500.00		\$ 194.04	\$ 206.98	\$ 298.06	\$ 161.16	\$ 176.57	\$ 141.10	\$ 53.65	\$ 305.92	\$ 222.41			\$ 1,760.89
52130 Minn Structures														
52140 Medical Lab Supp						\$ 98.59								
52141 Medical Supplies														
52150 Memberships	\$ 2,500.00				\$ 90.00	\$ 100.00	\$ 250.00	\$ 715.00		\$ 100.00	\$ 40.00			\$ 1,295.00
52170 Office Expenses	\$ 5,000.00		\$ 181.80	\$ 295.45	\$ 366.50	\$ 396.81	\$ 118.71	\$ 240.17	\$ 102.22	\$ 121.46	\$ 311.98			\$ 2,135.10
52173 Subscription	\$ 1,500.00								\$ 779.08	\$ 56.25				\$ -
52180 Prof/Specl Svcs	\$ 810,453.00	\$ 4,000.00	\$ 472.70		\$ 576.61	\$ 579.40	\$ 840.34	\$ 495.60	\$ 927.22	\$ 1,154.25	\$ 2,803.15			\$ 11,849.27
52182 P/S Medical Svcs	\$ 15,000.00													\$ -
52225 Office Equipment	\$ 600.00													\$ -
52230 Special Dept Exp	\$ 4,720.00		\$ 193.44	\$ 567.90	\$ (11.77)	\$ 25.00	\$ 725.00		\$ 17.36					\$ 1,031.33
52232 Employment Train	\$ 5,000.00													\$ 850.00
52237 Spec Dept-Other	\$ -													\$ -
52250 Transport/Travel	\$ 6,200.00													\$ -
52260 Utilities	\$ 3,350.00		\$ 504.58	\$ 496.31	\$ 445.78	\$ 406.36	\$ 315.36	\$ 338.51	\$ 414.18	\$ 336.51	\$ 272.21			\$ 695.54
	\$ 862,523.00	\$ 4,000.00	\$ 1,757.52	\$ 2,013.02	\$ 2,418.38	\$ 2,822.31	\$ 3,206.09	\$ 2,861.40	\$ 2,672.59	\$ 2,564.43	\$ 4,520.57	\$ -	\$ -	\$ 28,836.31
Total Services and Supplies														\$ -
53100 Support and Care	\$ 60,326.00				\$ 3,200.00		\$ 3,390.00	\$ 11,566.10	\$ 1,360.00	\$ 3,725.00	\$ 1,180.00			\$ 24,421.10
53623 IF Fingerprint					\$ 25.00	\$ 32.00								\$ -
53689 IF Physical/Drug								\$ 207.00						\$ -
	\$ 60,326.00	\$ -	\$ -	\$ -	\$ 3,225.00	\$ 32.00	\$ 3,390.00	\$ 11,830.10	\$ 1,360.00	\$ 3,725.00	\$ 1,180.00	\$ -	\$ -	\$ 24,742.10
Total Other Charges														\$ -
	\$ 1,657,674.00	\$ 21,855.23	\$ 52,253.21	\$ 34,781.05	\$ 35,227.60	\$ 44,078.01	\$ 29,991.63	\$ 40,328.00	\$ 30,830.21	\$ 33,107.47	\$ 25,435.53	\$ -	\$ -	\$ 347,887.94
GROSS BUDGET														\$ -
NET BUDGET	\$ 1,657,674.00	\$ 21,855.23	\$ 52,253.21	\$ 34,781.05	\$ 35,227.60	\$ 44,078.01	\$ 29,991.63	\$ 40,328.00	\$ 30,830.21	\$ 33,107.47	\$ 25,435.53	\$ -	\$ -	\$ 347,887.94
REVENUES														\$ -
SAPT/Discretionary (11/12)														\$ -
SAPT/Discretionary (12/13)	\$ 21,855.23	\$ 21,855.23	\$ 52,253.21	\$ 34,781.05	\$ 35,227.60	\$ 44,078.01	\$ 29,991.63							\$ 218,158.73
Drug Divrsn Outpt (Acct 46267)		\$ -	\$ -	\$ 28.00										\$ -
SAPT/HIV (11/12)														\$ -
SAPT/HIV (12/13)														\$ -
TOTAL REVENUES		\$ 21,855.23	\$ 52,253.21	\$ 34,781.05	\$ 35,227.60	\$ 44,078.01	\$ 29,991.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 218,158.73
UNREIMBURSED COSTS	\$ 1,657,674.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (40,328.00)	\$ (71,158.21)	\$ (104,265.68)	\$ (129,701.21)	\$ (129,701.21)	\$ (129,701.21)	\$ (129,701.21)

# Prevention		BUDGET	EXPENSE	EXPENSE	EXPENSE	EXPENSE	EXPENSE	EXPENSE	EXPENSE	EXPENSE	EXPENSE	EXPENSE	EXPENSE	EXPENSE	EXPENSE	BALANCE	%
			JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE			Remain
51010	Permanent Salary	\$ 114,614.00	\$ 4,174.32	\$ 13,348.50	\$ 8,719.26	\$ 8,848.89	\$ 8,110.81	\$ 7,535.23	\$ 6,876.26	\$ 6,116.66	\$ 10,733.29	\$ 7,396.70				\$ 63,864.95	73%
51013	Special Pay	\$ 600.00	\$ 46.15	\$ 138.45	\$ 92.30	\$ 92.30	\$ 92.30	\$ 92.30	\$ 92.30	\$ 92.30	\$ 138.45	\$ 92.30				\$ 969.15	162%
51014	Other Pay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
51020	Extra Help	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
51030	Overtime	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
51100	Co Contrib FICA	\$ 8,245.00	\$ 299.30	\$ 984.68	\$ 626.87	\$ 636.67	\$ 582.99	\$ 541.01	\$ 493.32	\$ 584.01	\$ 791.12	\$ 534.78				\$ 6,074.95	74%
51110	Co Contrib Retire	\$ 21,680.00	\$ 796.91	\$ 2,548.59	\$ 1,663.79	\$ 1,684.46	\$ 1,548.90	\$ 1,440.22	\$ 1,316.19	\$ 1,550.43	\$ 2,052.79	\$ 1,414.08				\$ 16,018.36	74%
51111	Retirement Allow	\$ 1,116.00	\$ 81.94	\$ 262.35	\$ 171.29	\$ 173.90	\$ 159.58	\$ 148.42	\$ 87.17							\$ 1,064.65	95%
51120	Co Contrib-Grp Ins	\$ 30,049.00	\$ 1,127.48	\$ 2,254.96	\$ 2,262.76	\$ 2,262.76	\$ 2,077.47	\$ 1,933.78	\$ 1,756.28	\$ 2,042.74	\$ 1,756.57	\$ 1,768.88				\$ 19,305.69	64%
	Def Comp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
51130	Co Cont Unemp Ins	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
51150	Workers' Comp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
	Total Salaries	\$ 176,564.00	\$ 6,528.10	\$ 18,616.63	\$ 13,616.27	\$ 13,704.18	\$ 12,972.08	\$ 11,990.97	\$ 10,693.82	\$ 12,388.17	\$ 16,614.22	\$ 11,228.74	\$ -	\$ -	\$ -	\$ 127,297.78	72%
52060	Communications	\$ 500.00	\$ 178.75	\$ 70.74	\$ 43.42	\$ 30.15	\$ 30.47	\$ 30.18	\$ 29.66	\$ 28.39	\$ 28.90	\$ 26.70				\$ 499.56	100%
52080	Food	\$ 100.00	\$ -	\$ 81.47	\$ 38.52	\$ -	\$ 98.12	\$ -	\$ 353.82	\$ -	\$ -	\$ 142.87				\$ 714.80	715%
52090	Household Expense	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.68	\$ -	\$ -	\$ 5.29				\$ 13.97	9%
52130	Mints Structures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
52140	Medical Lab Supp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
52141	Medical Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
52150	Memberships	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	0%
52170	Office Expenses	\$ 600.00	\$ -	\$ 77.03	\$ 382.78	\$ -	\$ 218.43	\$ 21.06	\$ 4.77	\$ 380.58	\$ 22.02	\$ 179.89				\$ 1,266.54	214%
52173	Subscription	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	0%
52180	Prof/Specl Svcs	\$ 12,000.00	\$ -	\$ 1,438.18	\$ 1,795.05	\$ 8,411.97	\$ 1,686.92	\$ 920.60	\$ 26,845.23	\$ 794.16	\$ 1,530.45	\$ 38.18				\$ 41,581.64	346%
52182	P/S Medical Svcs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
52210	Rents Structures	\$ 10,000.00	\$ 1,890.58	\$ 795.29	\$ 795.29	\$ 741.16	\$ 729.80	\$ 729.59	\$ 729.59	\$ 729.59	\$ 729.59	\$ 729.59				\$ 22,284.57	1486%
52230	Special Dept Exp	\$ 1,500.00	\$ -	\$ 1,800.00	\$ 2,712.18	\$ 1,208.13	\$ 1,088.00	\$ 7,415.00	\$ 1,277.15	\$ 800.00	\$ 4,535.00	\$ 1,649.11				\$ 425.00	28%
52232	Employment Train	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125.00	\$ 300.00	\$ -	\$ -	\$ -				\$ -	#DIV/0!
52237	Spec Dept-Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	0%
52250	Transport/Travel	\$ 500.00	\$ -	\$ 58.39	\$ 303.20	\$ 121.18	\$ 115.33	\$ 147.24	\$ 53.12	\$ 327.30	\$ 78.33	\$ 137.92				\$ 1,341.01	268%
52260	Utilities	\$ 650.00	\$ -	\$ 123.52	\$ 76.96	\$ 80.57	\$ 45.02	\$ 36.01	\$ 44.40	\$ 61.96	\$ 63.96	\$ 60.70				\$ 573.10	67%
	Total Services and Supplies	\$ 28,700.00	\$ 1,769.33	\$ 4,242.82	\$ 6,148.30	\$ 8,873.16	\$ 4,136.89	\$ 9,698.68	\$ 28,446.82	\$ 3,121.86	\$ 8,989.28	\$ 2,972.06	\$ -	\$ -	\$ -	\$ 76,889.86	268%
53612	IF Copier Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
53623	IF Fingerprint	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
53689	IF Physical/Dug	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	#DIV/0!
	Total Other Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
	GROSS BUDGET	\$ 205,234.00	\$ 8,296.43	\$ 23,778.16	\$ 18,864.67	\$ 22,277.34	\$ 16,708.84	\$ 21,290.66	\$ 40,060.14	\$ 16,810.13	\$ 22,603.47	\$ 14,198.78	\$ -	\$ -	\$ -	\$ 204,297.81	100%
	NET BUDGET	\$ 205,204.00	\$ 8,296.43	\$ 23,778.16	\$ 18,864.67	\$ 22,277.34	\$ 16,708.84	\$ 21,290.66	\$ 40,060.14	\$ 16,810.13	\$ 22,603.47	\$ 14,198.78	\$ -	\$ -	\$ -	\$ 204,297.81	100%
	REVENUES																
	SAPT/Primary Prevention (11/12)		\$ 8,295.43	\$ 23,778.15	\$ 8,083.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ 40,137.00	
	SAPT/Primary Prevention (12/13)							\$ 55,354.00									
	SAPT/FNL CL (11/12)							\$ 4,923.00									
	SAPT/FNL CL (12/13)																
	SAPT/Discretionary (11/12)																
	Donations (Accl 47510)																
	TOTAL REVENUES		\$ 8,295.43	\$ 23,778.15	\$ 8,083.42	\$ -	\$ -	\$ 60,277.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,414.00	
	UNREIMBURSED COSTS	\$ 205,204.00	\$ -	\$ -	\$ (11,921.16)	\$ (33,998.49)	\$ (50,897.43)	\$ (11,921.99)	\$ (81,871.22)	\$ (87,181.36)	\$ (89,884.82)	\$ (103,893.61)	\$ (103,893.61)	\$ (103,893.61)	\$ (103,893.61)	\$ (103,893.61)	

*functin same
then expenditures*

FISCAL YEAR 2012/13
BI-COUNTY MENTAL HEALTH
MENTAL HEALTH SERVICE

53 Adolescent Trmt

	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	BALANCE
51010 Permanent Salary	\$ 15,636.00	\$ 383.09	\$ 697.77	\$ 465.18	\$ 602.00	\$ 711.45	\$ 656.72	\$ 1,554.11	\$ 361.06	\$ 694.35	\$ 624.91			\$ 6,750.64
51013 Special Pay	\$ -													\$ -
51014 Other Pay	\$ -													\$ -
51020 Extra Help	\$ -													\$ -
51030 Overtime	\$ -													\$ -
51100 Co Contrib FICA	\$ 1,167.00	\$ 25.32	\$ 48.48	\$ 30.86	\$ 39.81	\$ 47.09	\$ 43.91	\$ 106.94	\$ 23.96	\$ 48.03	\$ 41.28			\$ 455.68
51110 Co Contrib Retire	\$ 2,568.00	\$ 66.42	\$ 125.99	\$ 77.65	\$ 104.04	\$ 122.27	\$ 105.52	\$ 285.81	\$ 61.46	\$ 119.77	\$ 110.43			\$ 1,179.36
51111 Retirement Allow	\$ 1,400.00	\$ 6.84	\$ 12.97	\$ 7.99	\$ 10.71	\$ 12.58	\$ 10.86	\$ 1.33						\$ 63.28
51120 Co Contrib-Grp Ins	\$ 2,567.00	\$ 101.78	\$ 125.21	\$ 120.94	\$ 159.44	\$ 187.36	\$ 161.70	\$ 424.38	\$ 92.60	\$ 130.15	\$ 166.61			\$ 1,670.17
51130 Def Comp	\$ -													\$ -
51130 Co Cont Unemp Ins	\$ -													\$ -
51150 Workers Comp	\$ -													\$ -
	\$ 23,338.00	\$ 583.45	\$ 1,010.42	\$ 702.62	\$ 916.00	\$ 1,080.75	\$ 978.71	\$ 2,372.57	\$ 539.08	\$ 992.30	\$ 943.23	\$ -	\$ -	\$ 10,119.13
52060 Communications	\$ -													\$ -
52080 Food	\$ -													\$ -
52090 Household Expense	\$ -													\$ -
52130 Mltin Structures	\$ -													\$ -
52140 Medical Lab Supp	\$ -													\$ -
52141 Medical Supplies	\$ -													\$ -
52150 Memberships	\$ -													\$ -
52170 Office Expenses	\$ -													\$ -
52173 Subscription	\$ -													\$ -
52180 Prof/Specd Svcs	\$ -													\$ -
52182 P/S Medical Svcs	\$ -													\$ -
52210 Rents Structures	\$ -													\$ -
52230 Special Dept Exp	\$ -													\$ -
52232 Employment Train	\$ -													\$ -
52237 Spec Dept-Other	\$ -													\$ -
52250 Transport/Travel	\$ -													\$ -
52260 Utilities	\$ -													\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Services and Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
53612 IF Copier Rental	\$ -													\$ -
53623 IF Fingerprint	\$ -													\$ -
53689 IF Physical/Drug	\$ -													\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GROSS BUDGET	\$ 23,338.00	\$ 583.45	\$ 1,010.42	\$ 702.62	\$ 916.00	\$ 1,080.75	\$ 978.71	\$ 2,372.57	\$ 539.08	\$ 992.30	\$ 943.23	\$ -	\$ -	\$ 10,119.13
NET BUDGET	\$ 23,338.00	\$ 583.45	\$ 1,010.42	\$ 702.62	\$ 916.00	\$ 1,080.75	\$ 978.71	\$ 2,372.57	\$ 539.08	\$ 992.30	\$ 943.23	\$ -	\$ -	\$ 10,119.13
REVENUES														
SAPT/Adolescent Trmt (11/12)		\$ 583.45	\$ 1,010.42	\$ 3,316.13			\$ 9,820.00							\$ 14,730.00
SAPT/Adolescent Trmt (12/13)														\$ -
														\$ -
TOTAL REVENUES		\$ 583.45	\$ 1,010.42	\$ 3,316.13	\$ -	\$ -	\$ 9,820.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,730.00
UNREIMBURSED COSTS	\$ 23,338.00	\$ -	\$ -	\$ -	\$ (1,687.51)	\$ (616.76)	\$ (9,458.05)	\$ (7,085.48)	\$ (6,546.40)	\$ (5,554.10)	\$ (4,610.87)	\$ (4,510.87)	\$ (4,610.87)	\$ 4,610.87

72 Local Community Corrections

UNREIMBURSED COSTS

Results of Sutter-Yuba Mental Health AOD Program Goals for FY 2012-13

Alcohol and Drug Program Services: First Steps Perinatal Program; Prevention Services;
Options for Change: Drug Court Services and the Choices Program (AB 109).

Options For Change – David Scott

Treatment Programs

1. Development of Treatment Courts

Dialogue with Presiding Judges in Yuba and Sutter County Family Courts (July – September 2012). We have made progress with Yuba County. Judge Givens has created an advisory board specific to Yuba County Adult Drug Court. This group has to have been active one year in order to apply for certain federal grants to enhance the program in the future. We will be able to apply in 2014.

Secure Court's in Sutter and Yuba Counties permission to establish a work group to pursue Treatment Court grants per SAMHSA and the Judicial Counsel. As noted above, this has been accomplished with the Yuba County Courts who have a seven (7) member team in place composed of all departments involved in the program. I was advised last year by the Chief Probation Officer they were not interested in applying for Federal funds for Drug Court in Sutter County. They are happy with their model which is not based on the Ten Key Components of Drug Court.

2. Streamline the Choices Programs for Clients Referred by Sutter County Probation.

- a. Continue Treatment Groups to include Moral Recognition Therapy (Phase 1), Matrix Treatment (Phase 2) and Relapse Prevention Group (Phase 3) – Initiate new phase every 16 to 24 weeks throughout the year. This has been done through probation who has a new supervisor for clinical programs Ms. Doyna Thompson, LAADC. She is routinely adjusting the process for groups in the Choices program, Drug Court and services at the Sutter County jail.
- b. Continue Evening Family Matrix Group (Ongoing 2012 - 2013). This has been accomplished. The program has added "Choices" program participants into the program.
- c. Report on demographics for clients referred and outcomes for clients treated to be developed and published quarterly for AB 109. Data is taken from CalOMS reporting system which is managed by the Business Office. A copy of the "Data Quality and Compliance Report" is attached for your information.

3. Streamline Adult Drug Courts in Sutter and Yuba Counties and re-assess the fidelity of program guidelines to better conform with the 10 Key Components of the California Association of Drug Court Professionals (CADCP). As noted above this has been accomplished in Yuba County Courts. Sutter County is using different guidelines.

First Steps Program – Kelly Scott

1. Continue to work with Yuba County Public Health Nurse in the development and implementation of client education regarding the effects of alcohol and drug use during pregnancy and breast feeding.
The Yuba County Public Health Nurse developed a Power Point presentation entitled The Effects of Drugs and Alcohol on Your Growing Baby. She presented the material to Phase I on June 27, 2012 and Phases II & III on June 28, 2012. After these initial presentations, the public health nurse was no longer available and other nursing staff were not available to provide the presentation. The public health nurse provided First Steps with a copy of the Power Point presentation for our use. It was agreed the Phase I counselor would regularly present this information in group. The Phase I counselor is currently studying the information and will begin presenting the material within the next few weeks. (*In Progress*)
2. Implement the Living in Balance curriculum in the Phases II/III Continuing Care group and evaluate its effectiveness. At this time we do not have an evidence based curriculum for use in Phases II/III of the program. We will develop a pre and post questionnaire that will be given to the clientele to help evaluate its effectiveness. Living in Balance was developed through funding from the National Institute on Drug Abuse. It was written by Jeffrey A. Hoffman, Ph.D.; Mim Landry and Barry D. Caudill Ph.D. and was developed by Danya International, Inc. Living in Balance has been clinically-validated and is recognized by SAMHSA's National Registry of Evidence-Based Programs and Practices.

We began implementing the Living in Balance curriculum into the Phase II/III group in April of 2012. We developed a pre/post questionnaire to help determine if the women were benefitting from the curriculum. The first questionnaire was designed to be given prior to the start of the 20 session program and then again at the end of the 20 sessions. As the program progressed the Phase II/III counselor realized that each session would take approximately 4-6 weeks to complete. The women who complete the pre-session questionnaire will have already graduated from the program before they are given the post-session questionnaire. We then redesigned the pre/post questionnaires so they would be given for each individual session. We were able to collect data for two sessions. Session 21 – Human Needs and Social Relationships and Session 22 – Family Matters. The results obtained from the pre-session questionnaire indicate the women felt that these topics were of value. The results obtained from the post-session questionnaire indicate that these feelings increased overall after they were provided with the information. (*In Progress*)

3. Train new Mental Health Worker II to begin facilitating support and educational groups, perform assessments, welcoming appointments, case management and other duties as assigned.
The new Mental Health Worker II has been learning the programs Policies & Procedures. She has facilitated support groups, Life Skills classes and Codependency support group. She has also been providing Welcoming appointments and ASI assessments. She is assisting with transportation and drug screening duties. She has been co-facilitating Phase I groups. She complete her probationary period on 4/6/13. (*Completed*)

4. Obtain 'Filling the Inner Void' Moral Reconciliation Therapy (MRT) workbook and evaluate appropriateness for use with First Steps Clientele. Two First Steps staff members were trained in MRT on May 1-4, 2012.

MRT is a cognitive-behavioral treatment program that was developed by Gregory Little, Ed.D., and Kenneth Robinson, Ed.D. It has been used successfully in the correctional setting and is recognized by SAMHSA's National Registry of Evidence-based Programs and Practices. The 'Filling the Inner Void' workbook is an adaptation of the basic MRT program and is targeted toward the residential and private practice setting instead of the criminal justice population. This version is appropriate for use at First Steps.

After further discussions with the Phase II/III Counselor it was decided to delay implementation of another treatment curriculum work with her groups at this time. Instead of implementing the MRT workbook into Phase II/III it was decided we would implement the Using Matrix with Women Clients: A Supplement to the Matrix Intensive Outpatient Treatment for People with Stimulant Use Disorders workbook into Phase I. This material "Enhances the counselor's treatment manual in the Matrix series, addressing the specific needs of women who abuse stimulants. It contains materials to help counselors conduct intensive outpatient treatment sessions on relationships, trauma, body image, and family roles." The Using Matrix with Women Clients workbook can be downloaded for free from the Substance Abuse and Mental Health Services Administration (SAMHSA) publications website. We were given a generous donation of \$300.00 from the Soroptimist International Organization to use toward the purchase of workbooks. With these monies we were able to pay for the printing of 100 copies of the Using Matrix with Women Clients workbooks. We were also able to use a portion of the donation to purchase 10 Women Who Love Too Much books by Robin Norwood. These books are currently used in the Phase II/III Women Who Love Too Much group. (*Completed*)

Prevention Services – Dulia Aguilar

1. Complete the update of our **Strategic Prevention Framework (SPF)** for the time period of 2012 through 2017 in compliance with state ADP deadline December 2012. The strategic prevention framework was completed in July 2012, submitted to ADP in August 2012 and approved by ADP. The plan was also updated into the CalOMS data reporting system. Currently the AOD prevention specialist is working on strengthening the evaluation portion of the SPF, working in conjunction with technical assistance from the Center for Applied Research Solutions (CARS).
2. Continue expansion of the **Strengthening Families** program by providing assistance to at least two community agencies and/or organizations to begin the program at their location. Completed and continues in progress. The AOD prevention staff trained staff and community members from various community agencies and departments (Salvation Army, Mercy Housing, Probation, Religious groups, and schools) on January 25 and 26, 2012. The Spot in Live Oak started a Strengthening Families group, as will the First Lutheran Church group. Salvation Army is also attempting to begin a group with their families.

3. Continue **Environmental Prevention Media** campaign (5th year) with a focus on Prescription Drug Abuse Prevention, to include bus stop advertisements, billboards, and radio announcements. Completed. A prescription drug awareness campaign has been conducted to include radio spots, bus stop ads, magazine ads and movie theater ads featuring a young person who died due to his use of prescription drugs. The campaign will continue to include handouts for pharmacies to give to clients regarding the dangers of prescription drug misuse.
4. Continue community outreach and educational prevention strategies per SPF and to meet objectives of CalOMS, focusing especially on prevention of the use of alcohol, tobacco, prescription drugs and marijuana. Completed and in progress. AOD prevention has begun the Committed program with East Nicolaus High school and the SASC coalition youth. The coalition has received funding as part of a study to help with passage of a social host ordinance in both Marysville and Yuba City within the next two years. In addition, we are working with both Yuba and Sutter County's Tobacco Control to decrease the use of tobacco in our youth and work on Tobacco Retail Licensing. We continue to work on the campaign and awareness around prescription drug misuse and marijuana use.

Co-Occurring Disorder Services – Nancy Lee

NOTE: Due to resignation of Nancy Lee last fall, her individual goals were not accomplished. These, however, will be carried forward when a new Program Administrator is hired.

1. Offer a minimum of one (1) Co-Occurring treatment group per week, serving 24 clients per year. Offer one (1) Seeking Safety group per week to serve 24 clients per year.
2. Meet with Mental Health staff monthly to review and facilitate the transfer of clients from the Mental Health services into an appropriate AOD service and from the AOD services into an appropriate Mental Health service.
3. Staff will attend the weekly Special Ops meeting as needed to refer/receive clients identified with significant substance abuse treatment needs.
4. Offer six (6) hours of continuing education training twice a year on topics specific to co-occurring disorders to the AOD staff during selected All-Staff meetings.
5. Implement David Mee-Lee's, MD curriculum for Co-Occurring Disorder Treatment over the coming year. This is a SAMHSA National Registry recommended evidence base practice.

Commissioners
Michael Sutton, President
 Monterey
Richard Rogers, Vice President
 Santa Barbara
Jim Kellogg, Member
 Discovery Bay
Jack Baylis, Member
 Los Angeles
Jacque Hostler-Carmesin, Member
 McKinleyville

STATE OF CALIFORNIA
 Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
 1416 Ninth Street, Room 1320
 Sacramento, CA 95814
 (916) 653-4899
 (916) 653-5040 Fax
www.fgc.ca.gov

RECEIVED

JUN 24 2013

June 18, 2013

Clerk/Board of Supervisors

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 300 and 313, Title 14, California Code of Regulations, relating to upland game bird hunting, which will be published in the California Regulatory Notice Register on June 21, 2013.

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

Dr. Eric Loft, Chief, Wildlife Branch, Department of Fish and Game, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sheri Tiemann
 Sheri Tiemann
 Staff Services Analyst

Attachment

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 203 and 355, Fish and Game Code and to implement, interpret or make specific sections 200, 202, 203, 203.1, 215, 220, 355, and 356 of said Code, proposes to amend Section 300, Title 14, California Code of Regulations, relating to Upland Game Birds.

Informative Digest/Policy Statement Overview

Current regulations in Title 14, California Code of Regulations (CCR) provide general hunting seasons for taking resident game birds under Section 300(a), and for migratory upland game birds under Section 300(b). The Department is recommending four regulation changes under these sections as follows:

1. Adjust annual number of sage-grouse hunting permits by zone.

Current regulations under subsection 300(a)(1)(D)4 provide a number of permits for the general sage-grouse season in each of 4 zones. These specific numbers are replaced by a range of numbers for the 2013 season as listed below. The final number will be proposed in June after spring lek counts are completed and annual data are analyzed.

Permit ranges for sage-grouse hunting in 2013:

East Lassen: 0-50 (two-bird) permits
Central Lassen: 0-50 (two-bird) permits
North Mono: 0-100 (one-bird) permits
South Mono: 0-100 (one-bird) permits

This proposal also includes administrative changes to reflect the Department's name change and to update the web address where Internet applications for sage grouse are located.

2. Increase the possession limit to triple the daily bag limit for band-tailed pigeon, doves, common snipe, pheasant, quail, sooty/ruffed grouse, and chukar statewide.

Current regulations provide possession limits at double the daily bag for the following resident and migratory upland game birds: 300(a)(1)(A)(2) for pheasant; 300(a)(1)(B)(2) for quail; 300(a)(1)(C)(2) for chukar; 300(a)(1)(E)(2) for sooty/ruffed grouse; 300(b)(1)(A)(2) for band-tailed pigeon; 300(b)(1)(B)(2) for doves; and 300(b)(1)(C)(2) for common snipe. This proposal would increase possession limits to triple the daily bag for each of these species or groups of species as referenced in the above sections.

3. Establish an early archery season for pheasants.

Current regulations provide for a 44-day general pheasant season (300(a)(1)(A)(1) and 60-day archery pheasant season (300(a)(2)(A)(1). The general pheasant season was increased from 30 days to 44 days in the early 2000s. However, the 60-day archery season was not changed at the same time. The net result was a decrease from 30 days to 15 days of archery-only hunting. This proposal provides two options for additional quality archery-only pheasant hunting opportunity by establishing an early archery-only season. Option A is proposed by the

Department and provides an early archery season beginning the second Saturday in October extending for 23 days and eliminating the current late archery season. Option B provides an early archery season beginning the second Saturday in October and extending for 9 days, with a bag limit of 2 males per day, and maintaining the current late archery season.

4. Open Eurasian collared-dove season year-round in Imperial County.

Current regulations provide for a Eurasian collared-dove season during the same period as other doves with no bag or possession limits under section 300(b)(1)(B)1. This proposal opens the hunting season for Eurasian collared-doves year-round. Eurasian collared doves are a resident, non-native invasive species not covered under the Migratory Bird Treaty Act and may be regulated by the state outside the Federal frameworks.

Minor editorial changes are also provided for consistency and clarity.

Benefits of the Proposed Regulations

Adoption of sustainable upland game seasons, bag and possession limits provides for the maintenance of sufficient populations of upland game to ensure their continued existence.

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

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. No other State agency has the authority to promulgate upland game hunting regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Department of Consumer Affairs, 1625 North Market Boulevard, Sacramento, California, on Wednesday, June 26, 2013, at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held on Wednesday, August 7, 2013, at 8:30 a.m., or as soon thereafter as the matter may be heard. The exact location of this meeting has not yet been determined. When this information is available, a continuation notice will be sent to interested and affected parties. The continuation notice will also be published in the Regulatory Notice Register. Written comments must be submitted by August 5, 2013 at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. All comments must be received no later than August 7, 2013, at the hearing. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Sheri Tiemann at the preceding address or phone number. **Dr. Eric Loft,**

Chief, Wildlife Branch, Department of Fish and Wildlife, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.

Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

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

Impact of Regulatory Action/Results of the Economic Impact Analysis

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

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

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

There are no economic or business impacts foreseen or associated with the proposed regulation change.

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

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California

The proposed upland game regulations will have positive impacts to jobs and/or businesses that provide services to hunters in 2013-2014. The best available

information is presented in the 2006 National Survey of Fishing, Hunting, and Wildlife associated recreation for California, produced by the U.S. Fish and Wildlife Service (USFWS) and National Census Bureau, which is the most recent survey completed. The report estimates that hunters spent about \$964,054,000 on hunting trip-related trips and equipment expenditures in California in 2011. Most businesses will benefit from these regulations, and those that may be impacted are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed regulations is to maintain or increase upland game populations, and subsequently, the long-term viability of these same small businesses.

The Commission anticipates benefits to the health and welfare of California residents. The proposed regulations are intended to provide additional recreational opportunity to the public.

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

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

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

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) **Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:**

None.

(e) **Nondiscretionary Costs/Savings to Local Agencies: None.**

(f) **Programs Mandated on Local Agencies or School Districts: None.**

(g) **Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.**

(h) **Effect on Housing Costs: None.**

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as

effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

**Sonke Mastrup
Executive Director**

Dated: June 11, 2013

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 201, 202, and 203, Fish and Game Code and to implement, interpret or make specific sections 200, 202, 203, 203.1, 215, 220, 355, and 356 of said Code, proposes to amend Section 313, Title 14, California Code of Regulations, relating to Upland Game Bird Stamp.

Informative Digest/Policy Statement Overview

Current regulation in Section 313, Title 14, California Code of Regulations (CCR), require the upland game bird stamp to be affixed to a hunter's license for taking resident game birds including Chinese spotted doves, ringed turtle doves, of the family Columbidae; California quail and varieties thereof, Gambel's or desert quail, mountain quail and varieties thereof, sooty, ruffed, and sage grouse, white-tailed ptarmigan, Hungarian partridges, red-legged partridges including the chukar and other varieties, ring-necked pheasants and varieties, and wild turkeys of the order Galliformes; and migratory game birds including common snipe, western mourning doves, white-winged doves, and band-tailed pigeons. The implementation of the Automated License Data System eliminated the requirement of physical stamps to be affixed to the hunter's license. The proposal would update the section to be consistent with Fish and Game Code Section 3682.1 and clarifies that any person who is hunting under the authority of a junior hunting license is exempt from obtaining an upland game bird hunting validation.

The benefits of the proposed regulations are concurrence with State law, sustainable management of the upland game bird resources, positive impacts to jobs and/or businesses that provide services to upland game bird hunters will be realized with the continuation of selling upland game bird hunting validations for the hunting season in 2013-2014.

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

The Commission has searched the California Code of Regulations and has determined that there are no other regulations that are neither inconsistent nor incompatible with the proposed regulations.

The Department's proposal is as follows:

Amend the current language to "Any licensed hunter taking resident game birds including Chinese spotted doves, ringed turtle doves, of the family Columbidae; California quail and varieties thereof, Gambel's or desert quail, mountain quail and varieties thereof, sooty, ruffed, and sage grouse, white-tailed ptarmigan, Hungarian partridges, red-legged partridges including the chukar and other varieties, ring-necked pheasants and varieties, and wild turkeys of the order Galliformes; and migratory game birds including common snipe, western mourning doves, white-winged doves, and band-tailed pigeons must have a current state upland game bird hunting validation in his or her possession. Any person hunting under the authority of a valid junior hunting license is exempt from this section."

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Department of Consumer Affairs, 1625 North Market Boulevard, Sacramento, California, on Wednesday, June 26, 2013, at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held on Wednesday, August 7, 2013, at 8:30 a.m., or as soon thereafter as the matter may be heard. The exact location of this meeting has not yet been determined. When this information is available, a continuation notice will be sent to interested and affected parties. The continuation notice will also be published in the Regulatory Notice Register. Written comments must be submitted by August 5, 2013 at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. All comments must be received no later than August 7, 2013, at the hearing. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Sheri Tiemann at the preceding address or phone number. **Dr. Eric Loft, Chief, Wildlife Branch, Department of Fish and Wildlife, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

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

Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative

to the required statutory categories have been made:

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

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed regulations are intended to provide additional recreational opportunity to the public. The response is expected to be minor in nature.

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

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California.

The Commission anticipates benefits to the health and welfare of California residents. The proposed regulation is intended to provide clarity to the hunting public.

The fees that hunters pay for licenses and stamps are used for conservation, which helps create a cleaner environment.

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

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None.

- (e) Nondiscretionary Costs/Savings to Local Agencies: None.

- (f) Programs Mandated on Local Agencies or School Districts: None.

- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

- (h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: June 11, 2013

Sonke Mastrup
Executive Director

Commissioners
Michael Sutton, President
Monterey
Richard Rogers, Vice President
Santa Barbara
Jim Kellogg, Member
Discovery Bay
Jack Baylis, Member
Los Angeles
Jacque Hostler-Carmesin, Member
McKinleyville

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
(916) 653-5040 Fax
www.fgc.ca.gov

June 18, 2013

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 502 and 510, Title 14, California Code of Regulations, relating to waterfowl hunting, which will be published in the California Regulatory Notice Register on June 21, 2013.

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

Dr. Eric Loft, Chief, Wildlife Branch, Department of Fish and Game, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

A handwritten signature in black ink that reads "Sheri Tiemann". The signature is fluid and cursive.

Sheri Tiemann
Staff Services Analyst

Attachment

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 202 and 355 of the Fish and Game Code and to implement, interpret or make specific sections 202, 355, and 356 of said Code, proposes to amend Section 502, Title 14, California Code of Regulations, relating to waterfowl hunting.

Informative Digest/Policy Statement Overview

Current regulations in Section 502, Title 14, California Code of Regulations (CCR), provide definitions, hunting zone descriptions, season opening and closing dates, and establish daily bag and possession limits. In addition to the nine proposals contained herein, the U.S. Fish and Wildlife Service (Service), after analysis of waterfowl population survey and other data, may change federal regulations; if this occurs, changes in existing and proposed regulations in California may be necessary. Changes in federal regulations for season opening and closing dates, elimination or creation of special management areas, season length, and daily bag limits for migratory birds may occur. Items 2, 3, 5, and 8 require changes in the federal regulations and must be approved by the Pacific Flyway Council at its meeting on July 26, 2013. Item 9 (including the table below) provide a proposed range of season dates and bag limits for waterfowl. The Service will consider recommendations from the Flyway Council at their meeting on July 31 and August 1, 2013. At this time, the California Waterfowl Breeding Population Survey has not been conducted and the Service has not established federal regulation "frameworks" which will occur in August after the analysis of current waterfowl population survey, other data, input from the Flyway Councils and the public. Also, minor editorial changes are proposed to clarify and simplify the regulations and to comply with existing federal frameworks.

The benefits of the proposed regulations are concurrence with Federal law, sustainable management of the waterfowl resources, positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continuation of adopting waterfowl hunting seasons in 2013-2014.

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

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. No other State agency has the authority to promulgate waterfowl hunting regulations.

The Department's proposals are as follows:

1. Modify the definition of White geese to include the blue phase of both Ross' and snow geese.
2. Increase the possession limit to triple the daily bag limit for brant, ducks, and geese in all zones.

3. Increase the white goose bag limit in all zones from 6 geese per day to 10 geese per day. This change will also result in an increase in the total bag limit from 8 per day to a total of 10 geese per day.
4. Increase the white goose season length in the Northeastern Zone to 107 days, split the season into two segments, and allow hunting for white geese after the last Sunday in January.
5. Increase the white-fronted goose season length in the Northeastern Zone to 107 days, split the season into two segments, and allow hunting for white-fronted geese after the last Sunday in January.
6. Amend the language in the Balance of State Zone Late Season goose hunt to "During the Late Season, hunting is not permitted on wildlife areas listed in Sections 550-552 EXCEPT Type C wildlife areas in the North Central and Central regions."
7. Amend the language in the North Coast and Imperial County Special Management areas Late Season goose hunt to "During the Late Season, hunting is only permitted on private lands with the permission of the land owner."
8. Increase the daily bag limit of white-fronted geese in the Sacramento Valley Special Management Area to 3.
9. Provide a range of waterfowl hunting season lengths (which may be split into two segments) between 38 and 107 days (including 2 youth waterfowl hunt days) for all hunting methods. A range of daily bag limits is also given for ducks in all zones. Federal regulations require that California's hunting regulations conform to those of Arizona in the Colorado River Zone and with Oregon in the North Coast Special Management Area. See table below for season and bag limit ranges.

Summary of Proposed Waterfowl Hunting Regulations

AREA	SPECIES	SEASONS	DAILY BAG & POSSESSION LIMITS
Statewide	Coots & Moorhens	Concurrent w/duck season	25/day. 25 in possession
Northeastern Zone <i>Season may be split for Ducks, Pintail, Canvasback, Scaup, and Dark and White Geese</i>	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit double-triple the daily bag.
	Pintail Canvasback Scaup	Between 38 & 105 days	
	Geese	Regular Season Dark geese: 100 days White geese: 73 days Late Season White geese: 32 days Whitefronts: 5 days	8-10/ day, which may include: 6-10 white geese, 6 dark geese no more than 2 Large Canada geese. Possession limit double-triple the daily bag.
Southern San Joaquin Valley Zone <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i>	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit double-triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 105 days	
	Geese	100 days	8-10/ day, which may include: 6-10 white geese, 6 dark geese. Possession limit double-triple the daily bag.
Southern California Zone <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i>	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 hen mallards, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit double-triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 105 days	
	Geese	100 days	8-10/ day, which may include: 6-10 white geese, 3 dark geese. Possession limit double-triple the daily bag.
Colorado River Zone	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females or Mexican-like ducks, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit double-triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 105 days	
	Geese	Between 101 & 105 days	6-10/day, up to 6-10 white geese, up to 3 dark geese. Possession limit double-triple the daily bag.
Balance of State Zone <i>Season may be split for Ducks, Pintail, Canvasback, Scaup and Dark and White Geese.</i>	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit double-triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 105 days	
	Geese	Early Season: 5 days (CAGO only) Regular Season: 100 days Late Season: 5 days (whitefronts and white geese)	8-10/ day, which may include: 6-10 white geese, 6 dark geese. Possession limit double-triple the daily bag.

Summary of Proposed Waterfowl Hunting Regulations, Continued

SPECIAL AREA	SPECIES	SEASON	DAILY BAG & POSSESSION LIMITS
North Coast <i>Season may be split</i>	All Canada Geese	105 days except for Large Canada geese which can not exceed 100 days or extend beyond the last Sunday in January.	6/day, only 1 may be a Large Canada goose. Possession limit double-triple the daily bag. Large Canada geese are closed during the Late Season.
Humboldt Bay South Spit	All species	Closed during brant season	
Sacramento Valley	White-fronted geese	Open concurrently with general goose season through Dec 21	2-3/day. Possession limit double-triple the daily bag.
Morro Bay	All species	Open in designated areas only	Waterfowl season opens concurrently with brant season.
Martis Creek Lake	All species	Closed until Nov 16	
Northern Brant	Black Brant	From Nov 7 for 30 days	2/day. Possession limit double-triple the daily bag.
Balance of State Brant	Black Brant	From the second Saturday in November for 30 days	2/day. Possession limit double-triple the daily bag.
Imperial County <i>Season may be split</i>	White Geese	102 days	6/day. Possession limit double-triple the daily bag.
YOUTH WATERFOWL HUNTING DAYS	SPECIES	SEASON	DAILY BAG & POSSESSION LIMITS
Northeastern Zone	Same as regular season	The Saturday fourteen days before the opening of waterfowl season extending for 2 days.	Same as regular season
Southern San Joaquin Valley Zone		The Saturday following the closing of waterfowl season extending for 2 days.	
Southern California Zone		The Saturday following the closing of waterfowl season extending for 2 days.	
Colorado River Zone		The Saturday following the closing for waterfowl season extending for 2 days.	
Balance of State Zone		The Saturday following the closing of waterfowl season extending for 2 days.	
FALCONRY OF DUCKS	SPECIES	SEASON	DAILY BAG & POSSESSION LIMITS
Northeastern Zone	Same as regular season	Between 38 and 105 days	3/ day, possession limit 6-9
Balance of State Zone		Between 38 and 107 days	
Southern San Joaquin Valley Zone		Between 38 and 107 days	
Southern California Zone		Between 38 and 107 days	
Colorado River Zone	Ducks only	Between 38 and 107 days	

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Department of Consumer Affairs, 1625 North Market Boulevard, Sacramento, California, on Wednesday, June 26, 2013, at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held on Wednesday, August 7, 2013, at 8:30 a.m., or as soon thereafter as the matter may be heard. The exact location of this meeting has not yet been determined. When this information is available, a continuation notice will be sent to interested and affected parties. The continuation notice will also be published in the Regulatory Notice Register. Written comments must be submitted by August 5, 2013 at the address given below, or by fax at (916) 653-5040, or by e-mail to . All

comments must be received no later than August 7, 2013, at the hearing. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Sheri Tiemann at the preceding address or phone number. **Dr. Eric Loft, Chief, Wildlife Branch, Department of Fish and Wildlife, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

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

Impact of Regulatory Action/Results of the Economic Impact Analysis

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

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

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed regulations are intended to provide additional recreational opportunity to the public. The response is expected to be minor in nature.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in

California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California. The proposed waterfowl regulations will set the 2013-14 waterfowl hunting season dates and bag limits within the federal frameworks. Positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continuation of adopting waterfowl hunting seasons in 2013-14. This is based on a 2011 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. The report estimated that migratory bird hunters contributed about \$169,115,000 to businesses in California during the 2011 migratory bird hunting season. The impacted businesses are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed regulations is to maintain or increase waterfowl, subsequently, the long-term viability of these same small businesses.

The Commission anticipates benefits to the health and welfare of California residents. The proposed regulations are intended to provide additional recreational opportunity to the public.

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

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

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None.

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: June 11, 2013

Sonke Mastrup
Executive Director

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Section 355, Fish and Game Code and to implement, interpret or make specific sections 355 and 3700 of said Code, proposes to amend Section 510, Title 14, California Code of Regulations, relating to State Duck Stamp.

Informative Digest/Policy Statement Overview

Current regulations in section 510, Title 14, California Code of Regulations (CCR), require the state duck stamp to be affixed to a hunter's license for taking ducks, geese, or brant. The implementation of the Automated License Data System (ALDS) eliminated the requirement of physical duck stamps to be affixed to the hunter's license. The proposal would update the section to be consistent with Fish and Game Code section 3700.1 clarifying that any person who is hunting under the authority of a junior hunting license is exempt from obtaining a duck validation.

The benefits of the proposed regulations are in concurrence with Federal law, sustainable management of the waterfowl resources, positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continuation of selling duck stamp validations for the waterfowl hunting season in 2013-2014.

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

The Commission has searched the California Code of Regulations and has determined that there are no other regulations that are neither inconsistent nor incompatible with the proposed regulations.

The Department's proposal is as follows:

Amend the current language to "Any adult license holder taking ducks, geese, or brant must have a current state duck validation in his or her possession. Any person hunting under the authority of a valid junior hunting license is exempt from this section."

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Department of Consumer Affairs, 1625 North Market Boulevard, Sacramento, California, on Wednesday, June 26, 2013, at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held on Wednesday, August 7, 2013, at 8:30 a.m., or as soon thereafter as the matter may be heard. The exact location of this meeting has not yet been determined. When this information is available, a continuation notice will be sent to interested and affected parties. The continuation notice will also be published in the Regulatory Notice Register. Written comments must be submitted by August 5, 2013 at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. All comments must be received no later than August 7, 2013, at the hearing. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in ~~strikeout~~underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Sheri Tiemann at the preceding address or phone number. **Dr. Eric Loft, Chief, Wildlife Branch, Department of Fish and Wildlife, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

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

Impact of Regulatory Action/Results of the Economic Impact Analysis

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

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

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed regulations are intended to provide additional recreational opportunity to the public. The response is expected to be minor in nature.

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

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California.

The Commission anticipates benefits to the health and welfare of California residents. The proposed regulation is intended to provide clarity to the hunting public.

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

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None.

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Sonke Mastrup
Executive Director

Dated: June 11, 2013

Commissioners
Michael Sutton, President
 Monterey

Richard Rogers, Vice President

Santa Barbara

Jim Kellogg, Member

Discovery Bay

Jack Baylis, Member

Los Angeles

Jacque Hostler-Carmesin, Member
 McKinleyville

STATE OF CALIFORNIA
 Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
 1416 Ninth Street, Room 1320
 Sacramento, CA 95814
 (916) 653-4899
 (916) 653-5040 Fax
www.fgc.ca.gov

June 18, 2013


TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 163 and 164, Title 14, California Code of Regulations, relating to the commercial herring fishery, which will be published in the California Regulatory Notice Register on June 21, 2013.

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

Mr. Ryan Bartling, Marine Region, Department of Fish and Wildlife, (707) 576-2877 has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,


 Sheri Tiemann
 Staff Services Analyst

Attachment

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

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

Informative Digest/Policy Statement Overview

Sections 163 and 164, Title 14, CCR, specify that herring may be taken for commercial purposes only under a revocable permit, subject to such regulations as the Fish and Game Commission shall prescribe. Current regulations specify: permittee qualifications; permit application procedures and requirements; permit limitations; permit areas; vessel identification requirements; fishing quotas; seasons; gear restrictions; and landing and monitoring requirements.

Annual fishing quotas are necessary to provide for a sustainable fishery. The proposed regulatory changes in Sections 163 and 164 will establish the fishing quota and season dates and times that fishing operations are allowed for the 2013-2014 season in San Francisco Bay and Tomales Bay. Proposed regulatory changes will also amend regulations for the take of fresh fish herring to occur concurrently with the sac-roë fishery beginning on January 1 and ending on March 15. The Department is not recommending any change to the regulations for the Humboldt Bay or Crescent City Harbor herring fisheries.

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

- Set the San Francisco Bay quota between zero (0) and 10 percent of the 2012-2013 San Francisco Bay spawning biomass estimate for Pacific herring.
- The total amount of herring eggs on kelp that may be harvested by each permittee shall be based on the previous season's spawning biomass estimate for Pacific herring in San Francisco Bay.
- Set the dates of the herring fisheries in San Francisco Bay to generally open on January 1 at 5:00 p.m. and close on March 15 at noon.
- Amend and streamline regulations to allow the take of herring for commercial purposes for both sac-roë and fresh fish market fisheries under one quota and one season. All fish landed during the regular herring season could be sold for sac-roë or fresh fish purposes.
- Set the dates of the herring fishery in Tomales Bay from noon on December 26, until noon on February 22.
- Other editorial changes are proposed for clarity, e.g., changing references to the Department of Fish and "Game" to "Wildlife", office location changes, and other non-substantive changes.

Benefits of the Regulation

The Commission anticipates benefits to the State's environment and the health and welfare of California residents. The proposed regulation changes are intended to set annual harvest quotas within a range that will maintain sustainable herring populations for their ecological values and commercial use. Maintaining a sustainable herring fishery encourages consumption of a nutritious food.

The Commission does not anticipate any non-monetary benefits to worker safety as a result of the proposed regulation.

Consistency with State or Federal Regulations

The proposed regulations are neither inconsistent nor incompatible with existing state regulations. Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to regulate the commercial take of herring (sections 8550 and 8553, Fish and Game Code). The Commission has reviewed its own regulations and finds that the proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Commission has searched the California Code of Regulations and finds no other state agency regulations pertaining to the commercial take of herring. There are no comparable federal regulations for the commercial harvest of herring.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held on Wednesday, August 7, 2013, at 8:30 a.m., or as soon thereafter as the matter may be heard. The exact location of this meeting has not yet been determined. When this information is available, a continuation notice will be sent to interested and affected parties. The continuation notice will also be published in the Regulatory Notice Register. Written comments must be submitted by August 5, 2013 at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. All comments must be received no later than August 7, 2013, at the hearing. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sheri Tiemann at the preceding address or phone number. **Mr. Ryan Bartling, Marine Region, Department of Fish and Wildlife, (707) 576-2877 has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption.

Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

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

Impact of Regulatory Action/Results of the Economic Impact Analysis

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

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

The Department is providing the Commission analyses on three potential 2013-2014 quota options for San Francisco Bay ranging from zero to 10 percent of the 10-year average biomass estimate of 46,000 tons. The potential incremental changes to total State economic output for these three options, zero, 1,150, or a 3,450 ton quota, are \$(3,628,000), \$(2,071,000), and \$1,063,000, respectively, relative to 2012-2013 season's 2,854 ton quota and the ex-vessel price/ton. Thus any quota over 2,854 tons could potentially generate incremental increases in ex-vessel landing revenues to the fishers and increases to total economic output for the State. Conversely, an allowable quota less than 2,854 tons could result in adverse incremental impacts to Statewide economic output of \$3,628,000 and \$2,071,000 (in 2012 dollars), for zero and 1,150 ton 2013-2014 quotas, respectively. This is based on a total economic output multiplier of 1.899 used in calculating total economic output effects (direct, indirect, and induced) from California commercial herring fishery activity. There is a relationship between quota and economic impact which can be calculated for any quota amount by using the following formula:

$$[(\text{SF gill net quota} \times \text{ex-vessel } \$/\text{ton}) + (\text{HEOK quota} \times \$/\text{ton}) + (\text{fresh fish quota} \times \$/\text{ton})] \\ - \text{Incremental change in harvest quota value from the previous season} \times 1.899.$$

No adverse incremental economic impacts to businesses in California would occur under a quota allocation of 2,854 tons or more. Moreover, given the overriding market conditions for herring roe (declining demand overseas and lower prices), an allocation of 2,854 tons or more is not expected to affect the ability of California businesses to compete with businesses in other states.

No commercial herring fishing activity has taken place in Tomales Bay since 2007, in Humboldt Bay since 2005 and in Crescent City Harbor since 2002; thus no adverse incremental economic impacts to businesses would occur under a quota allocation of zero (0) to 30 tons, zero (0) to 60 tons, and zero (0) to 350 tons for Crescent City Harbor, Humboldt Bay, and Tomales Bay, respectively.

No adverse incremental economic impacts to fresh fish businesses in California would occur with a change to existing fresh fish regulations for herring.

(b) **Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents,**

Worker Safety, and the State's Environment:

Any quota option over 2,854 tons will result in positive incremental contributions to employment for the State: for example, an increase of about five jobs for a quota of 3,450 tons. Conversely, a zero or 1,150 ton allowable quota could adversely impact as many as 207 or 180 jobs in the fishing industry and related industries. This is based on an employment multiplier of 9.125 jobs per each million dollar change in direct output from herring fishing activities, and a fleet of about 190 permittees for San Francisco Bay.

Impacts to Small Business: The Commission has determined that the amendments to sections 163 and 164, which establish a fishing quota from zero to 10 percent of the preceding year's spawning biomass, will affect small businesses. Most of the commercial herring industry consists of small businesses which are legally required to comply with the regulation and will possibly incur a detriment from the enforcement of the regulation.

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

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

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

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

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

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: June 11, 2013

Sonke Mastrup
Executive Director

RECEIVED

STATE OF CALIFORNIA-NATURAL RESOURCES AGENCY

JUN 25 2013 EDMUND G. BROWN JR., Governor

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

WILDLIFE CONSERVATION BOARD

1807 13TH STREET, SUITE 103
 SACRAMENTO, CALIFORNIA 95811
 (916) 445-8448
 FAX (916) 323-0280
www.wcb.ca.gov

Clerk/Board of Supervisors

State of California
 Natural Resources Agency
 California Department of Fish and Wildlife
WILDLIFE CONSERVATION BOARD

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

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March 11, 2013

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- *9. Daugherty Hill Wildlife Area, Howard Hill Unit, \$10,000.00
Easement Exchange
Yuba County

This proposal was to consider the exchange of easements between the California Department of Fish and Wildlife (CDFW) and two separate property owners to provide improved access and use for two adjoining landowners and improved access to CDFW's Daugherty Hills Wildlife Area (Howard Hill Unit). The easement received by CDFW will allow a less steep and safer access from a public road onto the Howard Hill Unit.

LOCATION

The two private properties are located in the Sierra Foothills, in northeastern Yuba County, specifically at the end of McGough Court, off of Scoff Forbes Road and Highway 20 near the community of Loma Rica. The Howard Hill Unit (Property) is approximately 2 miles east of the University of California Foothill Research and Extension Center and within the CDFW Daugherty Hill Wildlife Area.

The area where the Property is located provides excellent and essential deer winter range habitat, which over the last decade has been rapidly subdivided and developed. The Property is located along the migratory corridor for the Mooretown deer herd, comprising a portion of the lower elevation wintering grounds, providing important foraging habitat for the deer herd. CDFW has recognized the need to protect this area through development of CDFW Daugherty Hill Conceptual Area Protection Plan (CAPP). The Howard Hill Unit was previously acquired as a priority acquisition because of the Property's habitat values and location within the migration corridor for the wintering Mooretown deer herd.

PROJECT DESCRIPTION

Shortly after the acquisition of the Howard Hill Unit by CDFW, two private homes were built on adjoining lots at the end of McGough Court. During the course of construction, the shared driveway and joint utilities were inadvertently installed partially on CDFW property. It was near this time that the existing access point from McGough Court to the Howard Hill Unit was found to be too steep to provide a safe ingress and egress point, causing considerable damage to the terrain in the process. An alternate access to the Howard Hill Unit was needed, and the only viable entry point was to cross both private property parcels in a diagonal manner. In the interim, the private property owners have allowed CDFW staff to use an existing dirt roadway across their properties to access the Howard Hill Unit; however, CDFW does not have a formal easement at this time. A logical resolution to both concerns was to exchange like easements between the private landowners (Birch and Forde) and CDFW. Under the proposed exchange, Birch and Forde will each receive individual easements from CDFW for their existing

utilities and driveway. CDFW will receive an easement from Birch and another from Forde, for roadway access to the Howard Hill Unit. The easements were all appraised as having nominal value. Since this transaction must occur on a voluntary and cooperative basis, and CDFW has an urgent need for improved, safer access, all parties agree that the mutual benefit of the exchange is satisfactory, and no monetary compensation between the parties is necessary or being provided.

WCB PROGRAM

The proposed exchange is considered under the Wildlife Conservation Board's (WCB) Land Acquisition Program with the support and recommendation from CDFW. The acquisition program is administered pursuant to the Board's original enabling legislation, "The Wildlife Conservation Law of 1947" (Fish and Game Section 1300, et seq.) to acquire areas that can successfully sustain wildlife and provide for suitable recreation opportunities. Under this same authorization, the Board may also authorize the transfer or exchange of property, including easements across CDFW lands.

MANAGEMENT OBJECTIVES AND NEEDS

The access easement received by CDFW will improve and reduce the cost to operate and maintain the current access to the Howard Hill Unit. The easement areas provided by CDFW are next to McGough Court, in an unfenced area, and will not impact the utility and maintenance of the Howard Hill Unit.

TERMS

The individual easements have each been appraised as having a nominal fair market value of less than \$1,000 each. The appraisals have been reviewed by WCB staff and reviewed and approved by the Department of General Services (DGS). The private property owners have agreed to exchange the easements for no monetary consideration. WCB staff will review and approve all title documents, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to acceptance and transfer of the proposed easements.

PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

Wildlife Conservation Board	\$	0.00
TOTAL Easement Price	\$	0.00

Other Project-Related Costs	\$10,000.00
TOTAL WCB ALLOCATION	\$ 10,000.00

It is estimated that an additional \$10,000.00 will be needed to cover project-related expenses, including title reports, escrow fees and closing costs, bringing the total proposed allocation for this project to \$10,000.00.

FUNDING SOURCE

The purposes of this project are consistent with the authorized uses of the proposed funding source, Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a), which allows for the acquisition of habitat, including native oak woodlands, to protect deer and mountain lions.

ENVIRONMENTAL COMPLIANCE AND-STATE RECOMMENDATION

This project is the grant of easements for utilities already in place and roadway use that is already occurring. These grants of easement will not lead to any new or additional use but instead provide each party with a legal right to continue its existing use. Because this project will not lead to any new or additional uses, it is exempt from the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (California Code of Regulations, Title 14, Chapter 3 ("CEQA Guidelines"), Section 15061(b)(3).) The project is also categorically exempt from CEQA under CEQA Guidelines Section 15301, Class 1, Existing Facilities, as the operation of existing public or private structures and topographical features, including streets and similar facilities. Subject to the approval of this proposal by the WCB, the appropriate Notice of Exemption will be filed with the State Clearinghouse.

STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve the project as proposed; allocate \$10,000.00 from the Habitat Conservation Fund, (Proposition 117), Fish and Game Code Section 2786(a) for the acquisition and to cover internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the California Department of Fish and Wildlife to proceed substantially as planned.

As one of the consent items heard at the beginning of the meeting, it was moved by Ms. Finn that the Wildlife Conservation Board approve the project as proposed; allocate \$10,000.00 from the Habitat Conservation Fund, (Proposition 117), Fish and Game Code Section 2786(a) to cover internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the California Department of Fish and Wildlife to proceed substantially as planned.

Motion carried.

- *10. Marysville Ranch Conservation Easement \$265,000.00
Yuba County

This proposal was to consider the acquisition of a conservation easement over 1,277± acres of land by the California Department of Fish and Wildlife (CDFW) for a cooperative project with the U.S. Department of Defense (DOD), the California Department of Transportation, and the Trust for Public Land for the protection of oak woodland and grassland habitats, habitat linkages, and open space buffers between CDFW's Spenceville Wildlife Area (SWA) and Beale Air Force Base (BAFB) in Yuba County.

LOCATION AND SURROUNDING USES

The subject property (Property) is located approximately 15 miles east of Yuba City and approximately 5 miles southwest of Smartsville, in Yuba County and is situated in an L-shaped in-holding of unprotected lands. Surrounding the Property are the SWA located to the east, BAFB on its south and west, and the Yuba Highlands conservation easements, recently approved by the Wildlife Conservation Board (WCB) in two phases--on February 24, 2011 and August 23, 2012, to the north.

The Property is also located within the CDFW's Lower Yuba Watershed Conceptual Area Protection Plan (CAPP) area and identified as a priority site for protection. The CAPP and surrounding areas are located in the first series of rolling foothills rising up from the east side of the Sacramento Valley, comprised mainly of grasslands and oak savanna woodlands interspersed with riparian corridors habitat areas. One of the main goals of the CAPP is to protect open space, oak woodland areas and habitat linkages between the valley floor and foothills areas in the Lower Yuba River Watershed. Most of the surrounding uses include agricultural livestock grazing, rural residential development, and public open space.

In addition to habitat values, another compelling reason for encumbering the Property is its strategic location within a ring of protected lands and the threat from development. Somewhat of a more extreme example of this development threat is the planned community development of over 14,000 residential units, located on the State Highway 65 corridor just north of the Property. Prior to the recent decline in the real estate market, there were several other major residential developments planned for this foothill region of Yuba County. These development proposals demonstrate the potential high demand for more intensive development of these rolling foothill properties as the real estate market in the State begins to rebound.



**SUPERIOR COURT OF CALIFORNIA
YUBA COUNTY COURTHOUSE**

215 Fifth Street • Suite 200

Marysville, California 95901

E

Chambers of
**The Honorable
Stephen W. Berrier**

Telephone: (530) 749-7600

RECEIVED

JUN 24 2013

Clerk/Board of Supervisors

**RECEIVED BY EACH
BOARD MEMBER**

June 24, 2013

Yuba County Board of Supervisors
Andy Vasquez, Chairman
915 8th St Ste 109
Marysville, CA 95901

Dear Mr. Vasquez:

The FY 2012-2013 Yuba County Civil Grand Jury has submitted to the Grand Jury Presiding Judge of the Superior Court reports entitled, "County Building Permit Fee Structure Update" "Jail Inspection" and "Juvenile Hall Report" which will be officially released to the public on June 27, 2013. The report contains findings and recommendations concerning your agency or department that may require a formal written response.

Legislation enacted in 1996 allows the Court to release an advance copy of a portion of the report to the person or entity affected by the report. As a result, an advance copy of the report is enclosed.

The Court admonishes you not to disclose or discuss the information contained in this letter or the report until the public release of the report on June 27, 2013. Even the fact that your department or agency is affected by the above-entitled report is confidential until the public release of the report.

A copy of Penal Code Sections 933 and 933.05 are enclosed to assist you in preparing your response to the report. Please note this statute sets forth mandatory response requirements that you will be required to follow in preparing your response to the report. The enclosed Note to Respondent also provides pertinent information which should be of assistance to you.

Please contact Bonnie Sloan, Grand Jury Administrator, at 749-7626, if you have any questions or need further information regarding this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Stephen M. Berrier", is written over the typed name.

STEPHEN M. BERRIER
Grand Jury Presiding Judge
Enclosures

BOS CORRESPONDENCE E

Counties Report County Building Permit Fee Structure Update

SUBJECT OF INVESTIGATION

Yuba County (County) permit process—continuing investigation from 2011-2012

REASON FOR INVESTIGATION

The reason for this continuing investigation is to review the response by the County to the investigation by the 2011/2012 Grand Jury. That investigation showed that some builders paid building permit fees that were approximately one-half of what others were charged.

BACKGROUND

A full investigation to determine the reason for the building fee discrepancies was conducted by an independent investigation. The County Administrative Officer requested and received from the County Board of Supervisors approximately \$30,000.00 to hire the investigator. This investigation revealed a confusion of actions by various individuals.

FACTS AND OBSERVATIONS

The investigation concluded that no criminal wrong doing was involved and that fee discrepancies no longer exist. As a result of the investigation, the County's Community Development and Services Agency (CDSA) revised guidelines and training to prevent a reoccurrence of these fee discrepancies. A complete review and revision of permitting procedures and fees was performed.

The Grand Jury states that throughout the investigation the County has been cooperative in its determination of the facts in the matter. County officials met with members of the Grand Jury and were open and honest with the Grand Jury during this investigation.

FINDINGS

F1. The Grand Jury concluded that all appropriate actions in this matter have been taken. Discrepancies as noted in the investigative report have been remedied.

RECOMMENDATION

R1. The Grand Jury considers this matter to be now closed.

COMMENDATION

C1. The Grand Jury commends County officials and staff for their full cooperation.

Juvenile Hall Report

SUMMARY

The Yuba County Probation Department operates three juvenile detention facilities within the city of Marysville. They are the Yuba-Sutter Juvenile Hall, the Maxine Singer Youth Guidance Center and the Yuba-Sutter Juvenile Hall Secure Housing Unit. These facilities are used to house youths under the age of 18 from Yuba and Sutter Counties, as well as from 6 other northern California counties (Colusa, Amador, Calaveras, Placer, Tehama and Tuolumne). The Grand Jury found these facilities to be generally well maintained and provide many supportive programs. It was found, however, that the video surveillance system in Juvenile Hall continues to be inadequate, as noted in previous Grand Jury reports. Due to limited funding, staffing is barely adequate for a safe and secure environment. The facilities are funded through Yuba and Sutter counties and through contracts with other counties housing offenders within the facility.

BACKGROUND

California Penal Code Section 919(b) mandates that the Grand Jury annually inspect all prisons and jails located within the county which it serves. Due to the bi-county arrangement, the facilities are inspected by both Yuba and Sutter County Grand Juries. The State of California Department of Corrections and Rehabilitation also inspects these facilities.

Under a joint agreement between Yuba and Sutter counties, the Yuba-Sutter Juvenile Hall and Camp Singer were established in 1976 and 1996 respectively.

APPROACH

The Grand Jury met with senior staff and toured Juvenile Hall, the Special Handling Unit (SHU) and Camp Singer on two separate occasions. During one of the tours, lunch was shared in the dining room with wards and staff.

DISCUSSION

The Grand Jury was given tours of the three facilities. The tours included the intake and visiting areas, the general housing units, SHU, kitchen, dining hall, indoor and outdoor recreational areas, Camp Singer and classrooms. There is a medical unit where each juvenile is given a complete medical, mental and physical examination soon after arrival.

Juvenile Hall is a 45-bed detention facility for less-violent offenders under the age of 18. This facility consists of three parts: a common area, visiting room and classrooms, and an outdoor recreation area. The juveniles are housed separately by male and female, mingling during school hours, meal times and special activities. Juveniles held in this facility are awaiting court proceedings. The typical stay in Juvenile Hall is three weeks to

three months. Visitation is limited to two hours per week in order to minimize the possibility of negative outside influences. At Camp Singer more frequent visitation is allowed.

The separate 15-bed SHU is for the segregation of more serious and violent offenders. The SHU is a single building with its own enclosed outdoor recreation area, classroom, shower and bathrooms. The SHU was not in use at the time of our visits due to insufficient funding for staff.

Camp Singer is a minimum security facility with a maximum capacity of 48 male and 12 female offenders. The juveniles housed there are selected by his or her case judge for rehabilitation, rather than just incarceration. The main objectives of Camp Singer are community protection and the redirection of negative or undesirable behavior. In Camp Singer, the juveniles are segregated by sex, but unlike Juvenile Hall, there are no cells. Juveniles are housed in a dormitory-style setting, with individual sleeping cubicles. The juveniles are responsible for the daily upkeep of their individual sleeping areas. Camp Singer has its own classrooms and indoor/outdoor recreational areas. The kitchen, shared between Camp Singer and Juvenile Hall, prepares three hot meals each day, and between meal snacks, for both wards and staff. The grounds are maintained by wards of the facility.

Both Juvenile Hall and Camp Singer run on a points system. Points are awarded by staff and teachers. As the minors earn more points, they attain a higher status. With the higher status comes increased privileges which can include; later bedtime, different recreational activities and special visits with immediate family, who may bring in food from outside.

The philosophy at Camp Singer is to develop a sense of achievement and personal responsibility, in both the offenders and their families. The program's purpose is to teach life skills to assist them in overcoming negative outside influences after they leave. The average detention time for a juvenile at Camp Singer is 7-12 months. A tattoo removal program, funded by public and private donations, is available. There are higher expectations of conduct at Camp Singer than at Juvenile Hall or the SHU. At the three facilities, an emphasis is put on education, with classes taught by teachers provided by the Yuba County Office of Education. Camp Singer offers vocational certificates which include: Basic Tool Knowledge, General Framing, Basic Drywall and Basic Electrical. A certificate can also be obtained for the successful completion of a Drug and Alcohol counseling program. These certificates allow Camp Singer juveniles to be competitive in the job market.

The Grand Jury observed that these facilities are well positioned to lease bed space to other counties. The population within these facilities varies from day to day. On the day of the Grand Jury's second visit the population of Juvenile Hall was 26, and the population of Camp Singer was 20. On that day, the majority of the population in both facilities came from Yuba and Sutter counties.

FINDINGS

F1. The Yuba County Grand Jury finds that the staff of Yuba-Sutter Juvenile Hall consists of dedicated professionals who provide excellent services with limited resources.

F2. The Yuba County Grand Jury finds that the Yuba-Sutter Juvenile Hall offers supportive programs for confined youths.

F3. The Yuba County Grand Jury finds that the Yuba-Sutter Juvenile Hall is well cared for yet the facility is gradually deteriorating due to inadequate funding for maintenance.

F4. The Yuba County Grand Jury finds the video surveillance systems are in poor condition and in need of an upgrade.

F5. The Yuba County Grand Jury finds that staffing in the Juvenile complex is only minimally adequate.

RECOMMENDATIONS

R1. The Yuba County Grand Jury recommends additional funding be made available for security systems upgrades.

R2. The Yuba County Grand Jury recommends additional funds be made available for facilities maintenance.

R3. The Yuba County Grand Jury recommends that additional funds be made available for additional staffing.

COMMENDATION

C1. The Yuba County Grand Jury commends the staff of the Yuba-Sutter Juvenile Hall for their dedication and service to the community.

REQUEST FOR RESPONSES

Pursuant to penal code section 933.05, the grand jury requests responses from the following:

Yuba-Sutter Juvenile Hall and Camp Singer Superintendent

Yuba-Sutter Juvenile Hall and Camp Singer Chief Probation Officer

Yuba County Grand Jury Final Report FY2012-2013

Yuba County Board of Supervisors

The Board of Supervisors should be aware that the comments or response of the Board must be conducted subject to the notice, agenda and open meeting requirements of the Brown Act.

Jail Inspection

SUMMARY

The Yuba County Jail, located at 215 5th Street, Marysville, California, is operated under the supervision of the Yuba County Sheriff. California Penal Code Section 919(b) requires that the "Grand Jury shall inquire into the condition and management of the public prisons within the county." One inspection of the County Jail and multiple follow-up interviews with Sheriff's Department staff were conducted by members of the Grand Jury. The tour of the jail included inspections of detainee housing areas, laundry facilities, the kitchen (food preparation and distribution) areas, medical facilities, commissary, as well as the law library contained within the jail. The Grand Jury has concluded that the jail operates very efficiently and the Sheriff's Department staff is well trained and serves residents of Yuba County in an efficient and professional manner.

BACKGROUND

Both the Marysville Police Department and the Wheatland Police Department, each with its own chain of command, operate within Yuba County. Both agencies, as well as the California Highway Patrol, utilize the Yuba County Jail for detention purposes. The Yuba County Jail is also a detention center for Immigration and Customs Enforcement (ICE) detainees. Eight thousand, three hundred eight persons were booked into the jail in 2011. All persons booked into the jail receive an inmate handbook which details their rights and grievance procedures.

The Yuba County Jail is a co-ed facility with males and females separated at all times. At the time of our visit there were 415 inmates in custody, 225 of which were ICE detainees and 185 were county prisoners. Of those 185 prisoners, 57 were parole violators. Through contracts with the Federal Government the jail receives \$75.16 per each ICE detainee, per day. A large part of the jail's operating budget is received via ICE detainee contracts.

For religious needs, there are several outreach programs available, *Bible* study on Wednesday, church services on Sunday, and pastoral/clerical visits as desired.

APPROACH

An overview of the operations and management of the jail was provided to Grand Jury members, followed by a guided inspection of the jail facilities. Security precautions for Grand Jurors and staff were explained and followed by all.

DISCUSSION

On September 27, 2012, Grand Jury members met with jail staff, followed by an inspection of the facilities. Video surveillance cameras are located at many strategic

points throughout the facility and constant monitoring is on-going by staff. The tour included the booking-intake area, visiting area, control rooms, solitary confinement cells, general population cells, court holding cells, law library, medical areas as well as a small commissary. The jail makes a modest profit from inmate purchases from the commissary.

A detailed account of the jail's medical operations was provided by the jail's full-time physician. All persons booked into the jail are provided with any necessary treatment from medical staff in a timely manner. Prescription medications are purchased in individual bubble packs, so unused medication can be returned for refund, instead of being wasted. Approximately 1% of the jail's budget is allocated for medications. A full-time drug and alcohol counselor is available to meet the need of all inmates. A voluntary tattoo removal program is available to inmates on the last Friday of the month.

Grand Jurors took note of two educational class rooms, one of which was in use by detainees to study for a GED, and was attended by a professional instructor. The second classroom visited was a sewing class for female inmates, conducted by an outside teacher. Recycled old jail clothes and blankets are made into quilts, hats, and at the time we visited, trick-or-treat bags. Items are given to organizations housing children that are removed from their home or are homeless.

Penal Code 4024 establishes the guidelines for the release of inmates. The jail staff follows guidelines consistent with inmates qualified for work release. An example of this program is SWAP (Sheriff Work Alternative Program, PC 4024.2). Inmates start with more restrictions such as ankle monitors, and with an honor system in place, move to less restrictive monitoring.

At the time visited, the jail was clean and functional. There were noted exceptions where the age of the facility was apparent or repairs were in progress. The laundry facility was clean, well ventilated and appeared to operate very efficiently. There are two commercial washers and dryers in operation 24 hours per day. All inmates receive clean clothes every three days. Staff reported to the Grand Jurors that up to four female inmates at a time are assigned to work in the laundry room. They work eight hour shifts with a break every four hours. Jurors noted only two workers were present at the time of the inspection. A communications device is available in case of an emergency. All chemicals used are concentrated and added to the wash with the push of a button, no inmates touch the chemicals. Jail staff indicated that the laundry provides services to Yuba Sutter Mental Health.

The current state of prisoner re-alignment (AB 109, dated October 1, 2011) which mandates the transfer of some prisoners from State prisons to the local jurisdictions has minimal impact on the operations of the jail. Upon review of State and Federal reports, it is noted that the Yuba County Jail meets or exceeds all current State and Federal standards for such facilities.

FINDINGS

F1. The Yuba County Grand Jury finds the Constitutional needs of all inmates are met, to include religious, legal and due process.

F2. The Yuba County Grand Jury finds the revenue from the ICE detainees significantly contributes to the operating budget.

F3. The Yuba County Grand Jury finds the jail staff to be dedicated, well trained professionals; however, there are some positions left unfilled, due to budget cuts at the time of the inspection.

F4. The Yuba County Grand Jury finds there is a contingency plan in place in the event of a mass intake event or emergency pursuant to PC 4024.

RECOMMENDATIONS

R1. The Yuba County Grand Jury recommends that the Sheriff Department Jail Division continue its policy of communications and cooperation with aligned agencies.

R2. The Yuba County Grand Jury recommends the Yuba County Board of Supervisors commend and support the Sheriff and the Sheriff's Department staff for their excellent work.

REQUEST FOR RESPONSES

Pursuant to Penal code section 933.05, the grand jury requests responses as follows:

From the following individuals:

Yuba County Sheriff, R1

From the following governing bodies:

Yuba County Board of Supervisors, R2

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted subject to the notice, agenda and open meeting requirements of the Brown Act.

Reports issued by the Civil Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person, or facts leading to the identity of any person who provides information to the Civil Grand Jury. The California State Legislature has stated that it intends the provisions of Penal Code Section 929 prohibiting disclosure of witness identities to encourage full candor in testimony in Civil Grand Jury investigations by protecting the privacy and confidentiality of those who participate in any Civil Grand Jury investigation.

NOTE TO RESPONDENTS

The legal requirements affecting respondents and responses to grand jury findings and recommendations are contained in California Penal Code § 933.05. The full text of the law is included herein.

Each respondent should become familiar with these legal requirements and, if in doubt, should consult legal counsel prior to responding.

For the assistance of all respondents, California Penal Code § 933.05 is summarized as follows:

How to Respond to the Findings

The responding person or entity must respond in one of two ways:

1. That you agree with the finding.
2. That you disagree wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons for the disagreement.

How to Report Action in Response to Recommendations

Recommendations by the grand jury require action. The responding person or entity must report action on all recommendations in one of four ways:

1. The recommendation has been implemented, with a summary of the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. If a person or entity reports in this manner, the law requires that a detailed explanation of the analysis or study must be submitted to the officer, director or governing body of the agency being investigated.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

Budgetary or Personnel Recommendations

If either a finding or recommendation deals with budgetary or personnel matters of a county department headed by an elected officer, both the elected officer and the Board of Supervisors shall respond if the grand jury so requests. While the Board of Supervisors' response is somewhat limited, the response by the department head must address all aspects of the findings or recommendations.

Appearance Before the Grand Jury

Prior to the publication or release of the grand jury findings, the grand jury may request a personal appearance by the person or entity to discuss the proposed findings.

Time to Respond, Where and to Whom to Respond

Depending upon the type of respondent, California Penal Code § 933.05 sets forth the response times and to whom the response must be made:

1. **Public Agency.** The governing body of any public agency must respond within (90) days. The response must be addressed to the grand jury presiding judge. For fiscal year 2012/2013, responses should be forward to:

The Honorable Stephen M. Berrier
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

2. **Elected Official or Agency Head.** All elected officers or heads of agencies which are required to respond must do so within sixty (60) days. The response must be address to the grand jury presiding judge, Stephen M. Berrier (address above), with a copy provided to the Board of Supervisors.
-

933. (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.

(b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

(d) As used in this section "agency" includes a department.

933.05. (a) For purposes of subdivision (b) of Section **933**, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section **933**, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decisionmaking authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

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

RECEIVED

JUN 27 2013

June 25, 2013

Clerk/Board of Supervisors

OFFER TO SELL SURPLUS LAND

The Three Rivers Levee Improvement Authority ("TRLIA") hereby offers to sell the surplus land described in Exhibit A and depicted in Exhibit B attached hereto in accordance with the provisions of Section 54220 through 54227 of the Government Code.

The following facts pertain to this land:

1. Location: The property is located on the south side of the Upper Yuba River Levee in Yuba County, California.
2. Assessor Parcel Numbers: 018-190-111 and 018-190-112.
3. Size: 72.822 ± acres.
4. Acquisition: Acquired for the purpose of installing and constructing the Three Rivers Upper Yuba River Levee Improvement Project by Final Order of Condemnation recorded 5/5/2011 as Document No. 2011R-005293, Yuba County Records.
5. Present Zoning: The property is designated AE-40 which is an Exclusive Agriculture Zone with 40 acre minimum lot sizes allowed.
6. Highest and Best Use: Agricultural use.

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

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

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

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

Sincerely,

A handwritten signature in black ink, reading "Paul G. Brunner". The signature is fluid and cursive, with the first name "Paul" being more prominent and the last name "Brunner" following in a similar style.

Paul G. Brunner,
Executive Director

Return Receipt Requested

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

Exhibit A

All that real property situate in the County of Yuba, State of California, being a portion of the lands being vested in Three Rivers Levee Improvement Authority, as described in the Final Order of Condemnation, dated May 2, 2011 and recorded in Document 2011-005293, Official Records of Yuba County and being more particularly described as follows:

Parcel A-1

Beginning at a point on the West line of Parcel 3, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45, marked by a 1-1/2" iron pipe tagged LS 3341, marking the center of Section 15, Township 15 North, Range 4 East, M.D.M. and from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of said Section 15 bears North 44°52'09" East, 3787.33 feet; thence along the West line of said Parcel 3, South 00°33'30" East, 309.85 feet; thence leaving said West line, North 89°04'49" East, 885.08 feet; thence North 88°02'26" East, 742.04 feet; thence North 00°51'04" East, 303.92 feet; thence North 00°31'18" East, 423.19 feet; thence North 00°02'30" West, 270.95 feet to a point on the North line of said Parcel 3; thence along said North line, South 88°05'46" West, 1633.65 feet to the Northwest corner of said Parcel 3; thence along the West line of said Parcel 3, South 00°08'00" West, 673.49 feet to the **Point of Beginning**.

Parcel B-1

Beginning at the Northwest corner of Parcel 4, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45, from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of Section 15, Township 15 North, Range 4 East bears North 68°20'12" East, 2020.42 feet, and from which a 1-1/2" iron pipe tagged LS 3341, marking the center of said Section 15 bears South 22°16'51" West, 2094.71 feet; thence along the Northwesterly, West and South lines of said Parcel 4, South 40°34'50" West, 1217.26 feet to the West line of said Parcel 4; thence along said West line, South 00°08'00" West, 340.32 feet to the Southwest corner of said Parcel 4; thence along the South line of said Parcel 4, North 88°05'46" East, 1633.65 feet; thence leaving said South line, North 00°02'30" West, 204.69 feet; thence North 00°37'23" West, 307.55 feet; thence North 00°33'11" West, 728.30 feet to a point on the North line of said Parcel 4; thence along said North line, South 87°55'58" West, 830.12 feet to the **Point of Beginning**.

EXCEPTING THEREFROM all that portion of the hereinabove described Parcel B-1 lying Northwesterly of the following described line:

Commencing at the Northwest corner of Parcel 4, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45 from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of Section 15, Township 15 North, Range 4 East bears North 68°20'12" East, 2020.42 feet, and from which a 1-1/2" iron pipe tagged LS 3341, marking the center of said Section 15 bears South 22°16'51" West, 2094.71 feet; thence along said North line, North 87°55'58" East, 116.02 feet to the Point of Beginning and the Northerly terminus of the herein described line; thence leaving said North line of Parcel 4, South 39°26'53" West, 343.65 feet; thence South 42°45'22" West, 125.40 feet; thence South 40°46'44" West, 636.46 feet; thence South 43°01'04" West, 230.07 feet; thence South 42°37'03" West, 18.84 feet; thence South 38°47'00" West, 30.60 feet to a point on the West line of said Parcel 4 and the Southerly terminus of the line described herein.

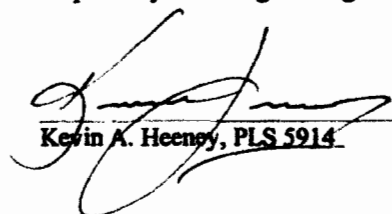
The parcels described herein contain an aggregate area of 72.822 acres, more or less.

See Exhibit 'B' attached hereto and made a part of this description.

The basis of bearings for this description is the California Coordinate System, Zone II, NAD 83 (Epoch 2007.00). Distances contained herein are ground distances. To obtain grid distances, multiply the distance by 0.99991703.

End of Description

Prepared by CTA Engineering & Surveying under the supervision of the undersigned.


Kevin A. Heeney, PLS 5914

06/01/2012
Date



TO A FOUND 1/2" REBAR W/
PLASTIC CAP STAMPED LS3341
NORTHEAST COR. SEC. 15

SEE SHEET 2 OF 2

018-190-112

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
2011-005293

018-190-111

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
2011-005293 (EXHIBIT A-1)

018-190-106
SMITH, HENRY P.

W-cta-E

018-190-107
SOHAL FAMILY TRUST
PARCEL 1
R.S. 56-45

018-190-002
WILBUR, RICHARD G. TRUST

018-200-006
WILBUR, RICHARD G. TRUST

P.O.B.

FOUND 1 1/2" IRON PIPE TAGGED LS3341
CENTER OF SECTION

THE BASIS FOR BEARINGS SHOWN HEREON IS THE CALIFORNIA COORDINATE SYSTEM, ZONE II, NAD 83 (EPOCH 2007.00). DISTANCES SHOWN HEREON ARE GROUND DISTANCES. MULTIPLY GROUND DISTANCE BY 0.99991703 TO OBTAIN GRID DISTANCES.



DATE: 08/01/2012

Exhibit 'B'

OWNER: THREE RIVERS LEVEE IMPROVEMENT AUTH.

A.P.N.: 018-190-111

AREA: EXCESS LANDS = 37.264 Ac.

cta Engineering & Surveying

DATE: 08/01/2012

DRAWN BY: KAH

SHEET

SCALE: 1"=300'

JOB NO. 06-008-004

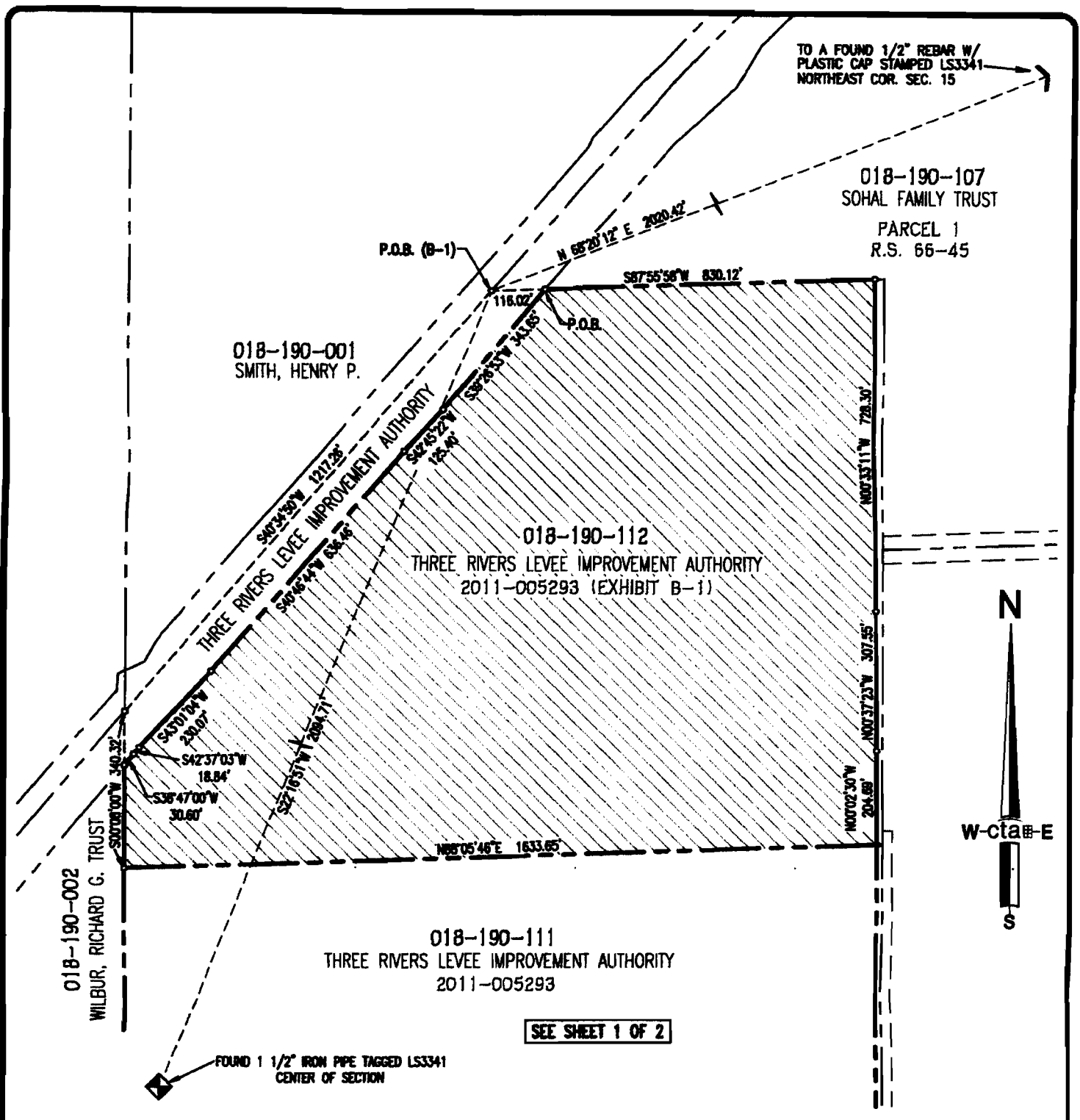
1 OF 2

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Excess Lands from the
Upper Yuba Levee
Improvement Project

COUNTY OF YUBA


STATE OF CALIFORNIA

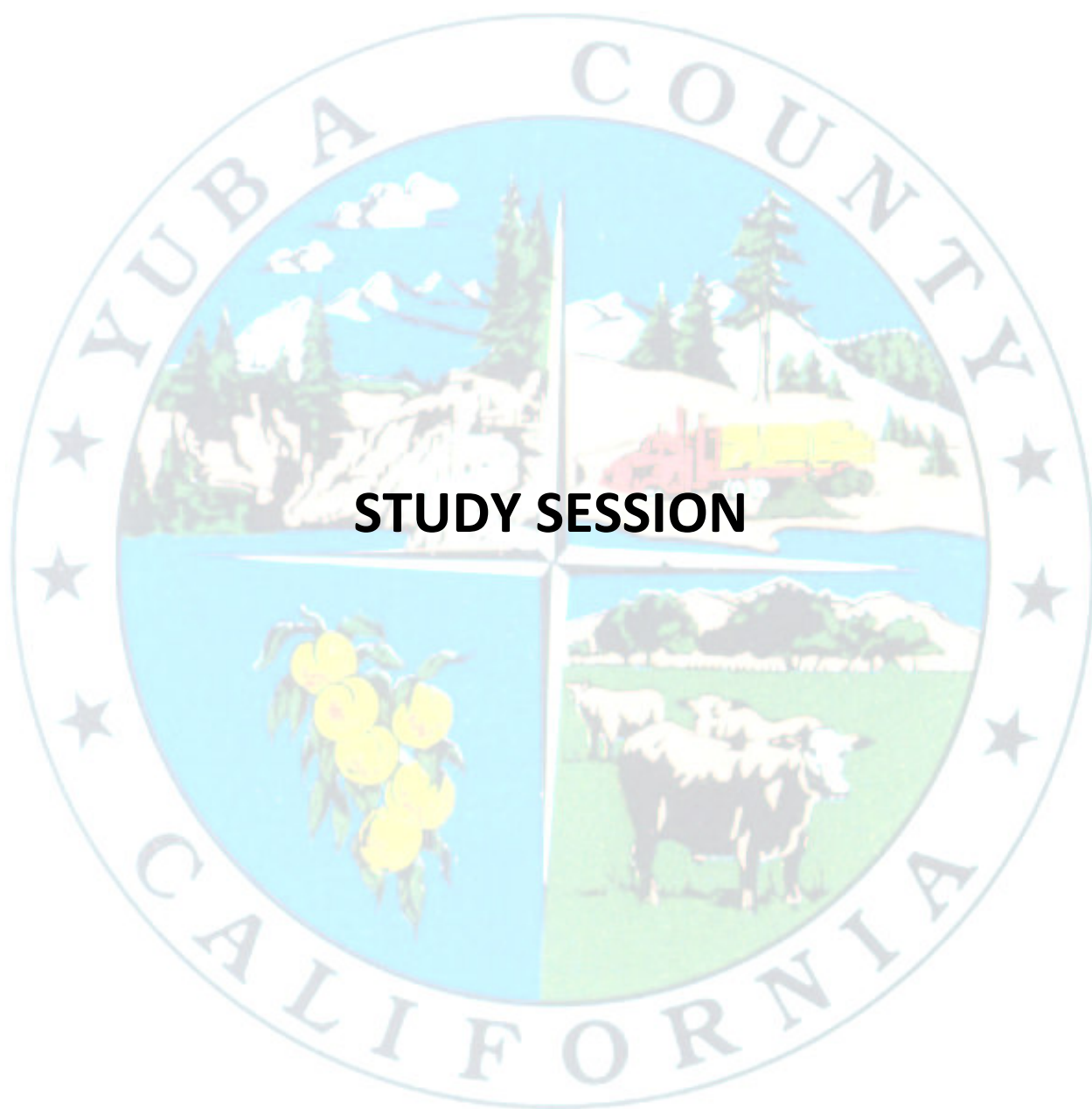


THE BASIS FOR BEARINGS SHOWN HEREON IS THE CALIFORNIA COORDINATE SYSTEM, ZONE II, NAD 83 (EPOCH 2007.00). DISTANCES SHOWN HEREON ARE GROUND DISTANCES. MULTIPLY GROUND DISTANCE BY 0.99991703 TO OBTAIN GRID DISTANCES.



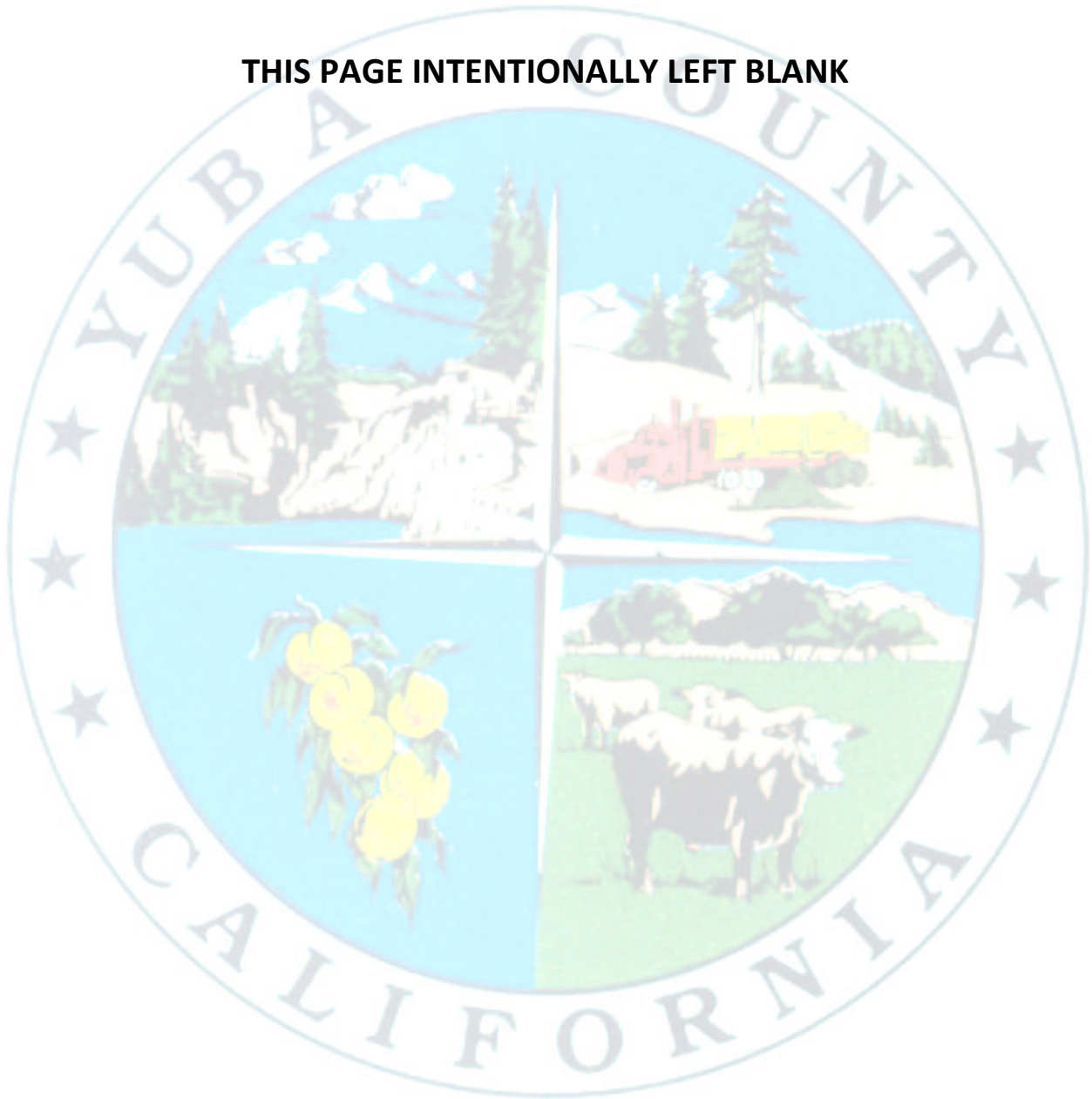
DATE: 08/01/2012

Exhibit 'B'		DATE: 08/01/2012	DRAWN BY: KAH	SHEET 2 OF 2
OWNER: THREE RIVERS LEVEE IMPROVEMENT AUTH.		SCALE: 1"=300'	JOB NO. 06-008-004	
A.P.N.: 018-190-112		THREE RIVERS LEVEE IMPROVEMENT AUTHORITY		
AREA: EXCESS LANDS = 35.558 Ac.		Excess Lands from the Upper Yuba Levee Improvement Project		
 Engineering & Surveying		COUNTY OF YUBA STATE OF CALIFORNIA		



STUDY SESSION

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The County of Yuba

275-13



Office of the County Administrator

To: Chairman and Board of Supervisors
From: John Fleming, Economic Development Coordinator
Subject: Board Workshop: Business Energy Solutions
Date: July 9, 2013, 1:30 p.m.

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

Recommendation:

The energy solution information presented is being provided for Board oversight, input, and any further staff direction.

Background:

The Yuba County Economic Development Advisory Committee coordinated a "Saving Your Business Money" workshop March 6 in Marysville. It included consultants and presentations from AECOM, Sierra Business Council, PG & E, CONSOL, Figtree, and Living Elements, Inc. Subsequently, the Yuba County Economic Development Advisory Committee recommended that information for saving business energy costs be presented to the Board of Supervisors.

Discussion:

Today's board workshop is designed to update the Board on the status of the Yuba County Resource Efficiency Plan with consulting firm AECOM, provide an overview of energy projects completed in Yuba County through Sierra Business Council's consulting services, learn how the PACE program has assisted business energy retrofits and conversion projects in Placer County, and understand the energy saving programs being offered through PG & E.

As energy rates increase and sustainable methods of energy savings become available, it will be critical to provide financing options to the local business community and inform them of the array of programs and viable solutions to help reduce their footprint, reduce their energy cost, and improve their operating efficiencies. Many communities are addressing these concerns through approving mello-roos districts, bond financing, or other financing mechanisms as an incentive for business efficiency improvements.

Committee Recommendation

This item has not been reviewed by committee.

Fiscal Impact

There is no General Fund Impact.



Financing Energy Solutions Workshop

“Energy Solution Opportunities for Local Businesses and Residents”

Location: Yuba County Government Center Board Chambers
Marysville, CA 95901, 530.749.7560

Date/Time: Tuesday, July 9, 2013, 1:30 – 3:00 p.m.

1:30 p.m. – Introductions and Overview, John Fleming

1:35 p.m. – AECOM

Culley Thomas, Consultant

- Status update on Yuba County Resource Efficiency Plan



1:55 p.m. - Sierra Business Council/RHA

Jennifer Rosser, Director, Sierra Business Council

Donald Kewley, RHA Program Manager

- Small and Medium Business Energy Programs



2:15 p.m. – PACE Program

Jenine Windeshausen, Treasurer/Tax Collector, Placer County

- Development and implementation of a County PACE program



2:35 p.m. - PG & E

Denise Lee, Customer Relations Manager

- PG & E programs solutions for businesses/residents



2:50 p.m. –Q & A

3:00 p.m. - Adjournment



Human Services Committee



The County of Yuba



HEALTH & HUMAN SERVICES DEPARTMENT

276-13

Suzanne Nobles, Director

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

Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Human Services Committee
Yuba County Board of Supervisors

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

DATE: July 9, 2013

SUBJECT: Resolution of the Board authorizing the Director of Health and Human Services to Execute Agreement with the California Department of Social Services (CDSS) for Adoption Services

RECOMMENDATION: It is recommended the Board of Supervisors approve the Agreement with CDSS to provide adoption services for Yuba County through Health and Human Services Department (HHSD) and approve the Resolution of the Board authorizing the Director of HHSD to execute this Agreement and amendments required of this Agreement.

BACKGROUND: Adoption services play a vital role in the permanent placement of Yuba County's children who have been relinquished for adoption. On February 2, 2010, the Board of Supervisors adopted Resolution Number 2010-10 which approved a Memorandum of Understanding (MOU) with CDSS for adoption services. Since Yuba County did not have its own adoption agency, the MOU allowed CDSS to provide adoption services for Yuba County through the Health and Human Services Department pursuant to Welfare and Institutions Code Section 16130

DISCUSSION: Effective July 1, 2011, the legislature realigned the funding for most Child Welfare Services from the state to local governments and appropriated funding to local adoption subaccounts for the costs of providing adoptive services. CDSS and HHSD mutually agree to transition the responsibility for adoption services to Yuba County effective July 1, 2013. CDSS intends to provide adoption services through June 30, 2013 and HHSD will reimburse CDSS for those services. The purpose this Agreement is for the provision of adoption services by CDSS and reimbursement of those services by HHSD for the term July 1, 2012 through June 30, 2013.

FISCAL IMPACT: Approval of this Agreement and its execution will not impact County General Funds. CDSS will be reimbursed for adoption services with realigned Child Welfare Services funds.

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

IN RE:

**AUTHORIZE THE DIRECTOR OF THE YUBA)
COUNTY HEALTH AND HUMAN SERVICES)
DEPARTMENT TO ENTER INTO AND)
EXECUTE, ON BEHALF OF THE COUNTY)
OF YUBA, AN AGREEMENT WITH THE)
CALIFORNIA DEPARTMENT OF SOCIAL)
SERVICES FOR AGENCY ADOPTION)
SERVICES PURSUANT TO WELFARE AND)
INSTITUTIONS CODE SECTION 16130 AND)
FURTHER AUTHORIZE THE DIRECTOR TO)
EXECUTE DOCUMENTS AS REQUIRED BY)
THIS AGREEMENT)**

Resolution No. _____

WHEREAS, under W&I Code Section 16130, the California Department of Social Service (hereinafter "CDSS") has provided adoption services for the County in accordance with Resolution Number 2010-10 and Title 22, California Code of Regulations, Sections 35127.1 through 35239; and

WHEREAS, effective July 1, 2011, the CDSS realigned the funding for Adoption Services from the state to local governments and appropriated funding to local adoption subaccounts allocations to fund the costs of providing agency adoptive services pursuant to Government Code section 30025(f)(7)(D), Assembly Bill 118; and

///

WHEREAS, it is in the best interest of the County of Yuba and its residents, for the Yuba County Health and Human Services Department (YCHHSD) to provide adoption services effective July 1, 2013 under Welfare and Institutions Code (W&I Code) section 16130 and in accordance with Title 22 California Code of Regulations (CCR), Sections 35127 through 35239; and

WHEREAS, CDSS intends to continue to provide agency adoption services through June 30, 2013 and COUNTY intends to reimburse CDSS for such services. CDSS and YCHHSD agree to coordinate efforts to transition adoption services from the state to the county during the period of July 1, 2012 through June 30, 2013.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Yuba that the Director of the HHSD is hereby authorized, upon review and approval of the County Counsel, to enter into and execute this Agreement with CDSS and amendments to the agreement and documents as may be required by this agreement. A copy of the said Agreement and any amendments thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba that this Resolution hereby repeals and replaces Resolution Number 2010-10 and upon execution, this Agreement with CDSS shall supersede the Memorandum of Understanding (MOU 08-6023) dated February 20, 2010.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

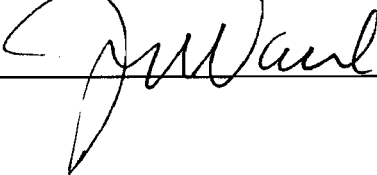
County of Yuba

By: _____
Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES
COUNTY COUNSEL



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for the provision of agency adoption services under the authority of Welfare and Institutions Code (W&I Code), Section 16130 and in accordance with Title 22 California Code of Regulations (CCR), Sections 35127 through 35239 ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and the California Department of Social Services (hereafter "CDSS"). This Agreement covers the period of time when the Adoptions Program is being transitioned from the CONTRACTOR to the COUNTY.

This Agreement supersedes the existing Memorandum of Understanding (MOU #08-6023) between the COUNTY and CONTRACTOR to provide Agency Adoptions Services. By signature of all parties at execution of this Agreement, it is agreed that MOU #08-6023 is terminated.

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

II. TERM

Commencement Date: July 1, 2012

Termination Date: June 30, 2013

The term of this Agreement shall become effective on July 1, 2012, and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

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

II. SERVICES

The CONTRACTOR agrees to provide to COUNTY, agency adoption services under the authority of Welfare and Institutions Code (W&I Code), Section 16130 and in accordance with Title 22 California Code of Regulations (CCR), Sections 35127 through 35239.

- A. The CONTRACTOR shall provide those services described herein to the child cases and family cases mutually identified by COUNTY and CONTRACTOR. CONTRACTOR shall provide said services at the time, place and in the manner specified below in Services Provisions B through H.
- B. The CONTRACTOR shall partner with the COUNTY to coordinate transition activities and timelines during the transition period of July 1, 2012 through June 30, 2013.
- C. The CONTRACTOR and the COUNTY will review each case for its potential transfer to the COUNTY. Those cases deemed appropriate by both agencies will remain with the CONTRACTOR and will be provided with the following services based on the individual case need and as required by law and regulation.
 - 1. CONTRACTOR will provide the following adoption services:
 - a. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements and related services.
 - b. Provide relinquishment services for birth/legal parents who are considering the option of adoption.
 - c. Complete adoption home studies of prospective adoptive families, including requests for adoption home studies through the Interstate Compact on the Placement of Children (ICPC).
 - d. Make preliminary assessments and written reports concerning the prospective adoptive parents for the W&I Code, Section 366.26 hearing. CONTRACTOR will provide testimony for contested hearings regarding the reports as requested by the COUNTY Counsel.
 - e. Review and provide medical and social background information concerning a child and his or her birth parents to adoptive parents at the time of the adoptive placement.
 - f. Supervise adoptive placements until finalization and provide post adoptive placement services to families.
 - g. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and COUNTY Programs regarding AAP eligibility (i.e., W&I Code, Sections

16115-16123 and Title 22 California Code of Regulations (CCR)
Section 35325 et seq.)

- h. Provide other appropriate and necessary adoption services as needed.
2. The CONTRACTOR and COUNTY agree to coordinate efforts in the following areas:
- a. Promote concurrent planning services and permanence for children who are in out-of-home care.
 - b. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out-of-home placement and changes that may affect the casework provided by the other agency. This exchange may include, but is not limited to, any information (e.g., complaints, concerns or licensing violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.
 - c. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other agency, including potential placement changes.
 - d. Notify the other agency before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.
 - f. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.
 - g. Pay AAP benefits in compliance with Title 22 CCR, Section 35325 et seq.
 - i. Use the Child Welfare Services/Case Management System (CWS/CMS) to record information and case activities for dependent children and foster families.
 - j. COUNTY to provide or purchase psychological evaluations and competency statements in cases where they are required by statute or regulation.
 - k. Provide other appropriate and necessary coordination as needed.

D. Services for the Child before a Permanent Plan is Determined

1. COUNTY will:

- a. Work with CONTRACTOR to prepare a report for the W&I Code, Section 366.26 hearing. The CWS social worker's portion of the report will include:
 - An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
 - A review of the amount and nature of contact between the child and parent(s) since placement.
 - A summary of current search efforts for any absent parent.
 - Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response in which case the child's condition should be stated.)
 - A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of the recommended plan.
- b. Provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by the CONTRACTOR.
- c. Provide Department of Justice criminal record clearance(s) of the Foster family when required.
- d. Retain case management responsibility until finalization of the adoption or dismissal of dependency (Manual of Policies and Procedures, Division 31-320.412.)
- e. Send notice of hearing, the social worker's court report and the judge's court orders to the CONTRACTOR Adoptions District Office for W&I Code 360 if applicable, 361.5 (g), 366.21, 366.22, and 366.26 hearings and any subsequent hearings. Send notice of any

appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CONTRACTOR.

- f. Prepare a court report every six months for the Juvenile Court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CONTRACTOR.
- g. Provide AAP payments as directed by the CONTRACTOR to adopting families. Provide Notice of Action and AAP re-assessment forms as required.
- h. Send all court orders to CONTRACTOR within thirty (30) calendar days from the date of the court hearing.
- i. Retain case management responsibility until finalization of the Adoption or dismissal of dependency. Transfer primary assignment on the CWS/CMS application to Adoptions District Office before closing CWS services case.

2. CONTRACTOR will:

- a. Consult with the CWS worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, CONTRACTOR will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the COUNTY.
- b. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.
- c. Provide assessment of the child before the W&I Code, Section 366.26 hearing. This assessment may include a review of the case record, discussions with the CWS social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.
- d. Work with COUNTY to prepare a report for the W&I Code, Section 366.26 hearing. The CONTRACTOR report will be submitted to

COUNTY twenty-one (21) calendar days before the hearing, and shall include:

- An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
 - The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated.)
 - A preliminary assessment of eligibility and commitment of any identified prospective adoptive parent, particularly the child's caretaker, to adopt the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse and neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of adoption.
 - An analysis of the likelihood that the child will be adopted if parental rights are terminated.
- e. Be available for contested W&I Code, Section 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.
- f. Provide information concerning adoption to prospective adoptive parents including the availability of and requirements for post adoption contact agreements, pursuant to Family Code Section 8714.7.
- g. Approve or deny family adoptive assessments homestudies.
- h. Prepare the child for adoption. (This may or may not include a placement change).
- i. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out-of-state.
- j. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and signing adoption placement document or signing documents to change the child's current foster placement status to adoption.

- k. Promptly notify COUNTY of the date of adoptive placement and date foster care payment is discontinued. These events may not necessarily occur on the same date.
- l. Establish AAP eligibility of the child, determine benefit amount and duration, and review and re-assess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to COUNTY. The duration and amount of all AAP benefits must comply with State regulations.
- m. Continue exclusive care and control of the child for the purpose of supervising the adoptive placement of pursuant to W&I Code, Section 366.26(j) until finalization of the adoption.
- n. Prepare and present a report to the court in the COUNTY in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CONTRACTOR will address in its report whether the post adoption contact agreement is in the child's best interest.
- o. Confirm in writing to COUNTY that the adoption is finalized and request dependency be dismissed. CONTRACTOR is not authorized to provide COUNTY with a copy of the final decree of adoption.
- p. Document case management activities in CWS/CMS pursuant to state guidelines.
- q. Do other appropriate and necessary permanency planning activities as needed.

E. CASE TERMINATION. Whenever services are terminated or the plan of adoption is no longer appropriate, each party will be responsible for informing the other party in writing of the change in circumstances.

F. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT. COUNTY and CONTRACTOR will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

- 1. The primary social workers from COUNTY and the CONTRACTOR will meet and confer to resolve differences.

2. If the primary social workers are unable to resolve differences, the COUNTY supervisor and the CONTRACTOR supervisor and primary caseworkers will meet and confer to resolve differences.
3. If the supervisors and social workers are unable to resolve differences, the COUNTY Program Manager and the CONTRACTOR District Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.
4. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

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

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

III. CONFIDENTIALITY

The CONTRACTOR shall:

- A. Comply with provisions of Welfare and Institutions Code Section 10850 to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Agreement will be kept confidential.
- B. Maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.
- C. Maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be known to all employees.
- D. Agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor. CONTRACTOR employees, agents, and representatives shall protect such information and treat it as strictly confidential. At no time

shall employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential.

IV. RELATIONSHIP OF THE PARTIES

A. Independent Contractor

CONTRACTOR understands and agrees that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the COUNTY and that CONTRACTOR acquires none of the rights, privileges, powers, or advantages of COUNTY employees. It is further understood by both the CONTRACTOR and COUNTY that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

B. Coordination With Representatives of Yuba County

CONTRACTOR agrees and understands that the work/services performed under this Agreement on behalf of the COUNTY may impact various interests of Yuba County. Therefore, all work performed pursuant to this agreement shall be coordinated with and shall be subject to the review of the Director of the Yuba County Health and Human Services Department.

V. PAYMENT

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth herein. The payment specified in Provisions A.1 and A.2. shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in A.4.

A. COUNTY shall pay CONTRACTOR as follows:

1. COUNTY shall pay CONTRACTOR contract fees for services rendered, as specified in Attachment B – Fee Schedule.
2. The total amount paid to the CONTRACTOR by the COUNTY shall not exceed the amount of the Fiscal Year 2012-2013 Adoption Services allocation approved in the COUNTY budget by the Yuba County Board of Supervisors less the COUNTY's cost for adoption expenses during the transition and non-recurring adoptive expenses.

3. In no event shall total paid to CONTRACTOR exceed the total amount specified in Payment Provision A.2. without an amendment to this Agreement approved by both parties.
4. CONTRACTOR shall submit itemized invoices for payment in a format consistent with that as shown in Attachment C – Invoice Format no later than the tenth (10th) day of the month following the quarter period of provision of services.
5. COUNTY shall remit payment for services rendered to CONTRACTOR within thirty days from receipt of itemized invoice from CONTRACTOR

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

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

VI. HOLD HARMLESS

CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its officers and employees against liability for injury or damage caused by a negligent act or omission of CONTRACTOR in the performance of this Agreement.

VII. NON-ASSIGNABILITY

CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the COUNTY, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

VIII. INSURANCE

The Provisions of Attachment A - Insurance Provisions regarding automobile liability shall not apply if no automobile vehicle is used by CONTRACTOR or

employees and/or subcontractors of CONTRACTOR in connection with the provision of service rendered pursuant to this Agreement.

IX. RETENTION OF RECORDS

CONTRACTOR shall maintain all required records for the term of this Agreement. Such records shall be subject to the examination and/or audit of the COUNTY, a Federal grantor agency, and the State of California. In the event this Agreement is terminated by either party the COUNTY shall be entitled to all documents and files in the CONTRACTOR's possession related to work performed pursuant to this Agreement.

IV. TERMINATION

Either the COUNTY or CONTRACTOR may terminate this agreement at any time upon thirty (30) days written notice to the other. In the event this Agreement is terminated by either party, the CONTRACTOR will be entitled to compensation for all services plus expenses provided prior to such termination and the COUNTY shall be entitled to all documents and files in the CONTRACTOR's possession related to work performed pursuant to this Agreement.

V. ENTIRE AGREEMENT

This Agreement constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

VI. ATTACHMENTS

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

Attachment A – Insurance Provisions
Attachment B – Fee Schedule
Attachment C – Invoice Format

VII. NOTICES

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

California Department of Social Services
Carmen George
Adoptions Services Bureau
744 P Street, MS 8-12-31
Sacramento, CA 95814
(916) 651-8106
FAX: (916) 651-8143

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2013.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"
CALIFORNIA DEPARTMENT OF
SOCIAL SERVICES

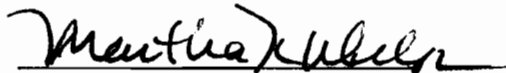
Suzanne Nobles, Director
Yuba County Health and
Human Services Department

Chief
Contracts and Financial Analysis Bureau


Authorized pursuant to Board Resolution No. _____

INSURANCE PROVISIONS APPROVED

COUNTY COUNSEL
APPROVED AS TO FORM:



Martha K. Wilson
Risk Manager



Angil P. Morris-Jones
County Counsel

ATTACHMENT A

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

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

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

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

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

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

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

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

A.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

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

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

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

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

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

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

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

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

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

A.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work

commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

ATTACHMENT B

FEE SCHEDULE

Type of Service	FEE
<u>Adoption Services</u>	
Child Cases	\$62.00/week/child
Family Cases	\$62.00/week/family

ATTACHMENT C

INVOICE FORMAT

Contractor's Name and Address				Contact Name and Phone Number	
California Department of Social Services 744 P Street Sacramento, CA 95814				Contact: Phone: FAX: E-Mail	
Program				Quarter Period of Service	
Agency Adoption Services				From:	To:
C. S. Description (Enter "Child" or "Family")	C. C. ID	C. A. I Est.	R. C. Wk. / Week	# of Wks. of Service	Amount
			\$62.00		\$ -
			\$62.00		\$ -
			\$62.00		\$ -
			\$62.00		\$ -
			\$62.00		\$ -
			\$62.00		\$ -
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			\$62.00		\$ -
			\$62.00		\$ -
			\$62.00		\$ -
GRAND TOTAL					\$ -

Certification:

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

Authorized Signer

Date

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

The County of Yuba



277-13

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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

Michael Kinnison, M.D.

Interim Health Officer

Phone: (530) 749-6366

TO: Human Services Committee
Yuba County Board of Supervisors

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

DATE: July 9, 2013

SUBJECT: Execute First Amendment to the Agreement with GraceSource Inc. for Differential Response Services under the Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and County Children's Trust Fund (CCTF) Programs

RECOMMENDATION: Board of Supervisors approval of the First Amendment to the Agreement between Health and Human Services and GraceSource Inc. for the period of November 1, 2011 through June 30, 2014 to provide Differential Response Services under the combined CAPIT, CBCAP and CCTF programs is recommended.

BACKGROUND: The Health and Human Services Department is the public agency designated to administer the CAPIT, CBCAP and the CCTF. These state and federal funds are designated to be used to support community-based efforts to develop, operate, expand and enhance programs and activities to prevent child abuse and neglect, as well as strengthen and support families to reduce the likelihood of child abuse and neglect. Through a request for proposal released in 2011, GraceSource Inc. was competitively awarded the CAPIT/CBCAP/CCTF grant funds to provide Differential Response Services.

DISCUSSION: GraceSource Inc. has been successfully providing Differential Response Services under the CAPIT/CBCAP/CCTF grant since November 2011. On May 1, 2013, the Child Abuse Prevention Council and the Children's Council made the recommendation to extend the current contract for one fiscal year. The extension of the current contract allows for the completion and approval of the Child Welfare Services System Improvement Plan (SIP) which addresses how prevention activities are coordinated and how services will be provided through community based child abuse prevention services.

FISCAL IMPACT: Approval of this Agreement will not impact the County General Fund.

**FIRST AMENDMENT TO THE
AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF YUBA
AND
GRACESOURCE INC.**

This is the First Amendment to the Agreement ("AGREEMENT") between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and GraceSource Inc. ("CONTRACTOR"), entered into on November 1, 2011, for the provision of child abuse prevention services for the "Child Abuse Prevention, Intervention and Treatment" (CAPIT) and "Community Based Child Abuse Prevention" (CBCAP) Programs, and "Children's Trust Funds" (CTF) for Differential Response (DR) services. This First Amendment amends the terms of the Agreement effective November 1, 2011 in the following manner:

This First Amendment amends Provision 2. TERM. To read in its entirety as follows:

2. TERM.

Commencement Date: November 1, 2011

Termination Date: June 30, 2014

The term of this Agreement shall become effective on July 1, 2013 and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

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

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

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

This First Amendment amends Provision Attachment B-Payment, B.1 BASE CONTRACT FEE., and B.2 attached and incorporated herein, to read in its entirety as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a monthly contract fee per family not to exceed One Thousand Dollars (\$1,000.00) in accordance with the rate specified below, based upon the cost justification specified in Attachment "H" – Cost Justification:

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Three Hundred Sixty Thousand Two Hundred and Forty-Six Dollars (\$360,246.00) without a formal written amendment to this Agreement approved by the COUNTY as specified below:

November 1, 2011 through June 30, 2013	\$240,246.00
July 1, 2013 through June 30, 2014	\$120,000.00
Total	\$360,246.00

B.2 CONTRACTOR understands that payment for services rendered pursuant to this Agreement must be paid by COUNTY no later than June 10, 2014. For services rendered during the months of July, 2013 through May, 2014, CONTRACTOR shall submit a monthly invoice in the format as specified in Attachment "G" – Invoice Format after the completion of services but no later than the tenth (10th) day of the month following the provision of services. COUNTY shall issue payment in accordance with the terms of this Agreement no later than 30 days after the receipt of a complete and accurate invoice.

In the month of June, 2014 CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment "G" – Invoice Format based upon the estimated cost of services to be rendered no later than June 10, 2014. CONTRACTOR shall submit a final invoice based upon the actual cost of services rendered no later than July 10, 2014. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

This First Amendment amends Attachment E-INSURANCE PROVISIONS attached and incorporated herein, to read in its entirety as follows:

ATTACHMENT E

INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

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

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

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

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

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

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

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

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

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

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

This First Amendment amends Attachment F- CONFIDENTIALITY PROVISIONS AND STATEMENT attached and incorporated herein, to read in its entirety as follows:

ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

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

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of

those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

Kathy Cole, Yuba County Privacy Officer

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

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

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

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

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

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

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies

should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: _____

CONTRACTOR

(Signature)

Roy Martin, Executive Director
(Print Name and Title)

This First Amendment amends Attachment H- COST JUSTIFICATION attached and incorporated herein, to read in its entirety as follows:

ATTACHMENT H

COST JUSTIFICATION

COST JUSTIFICATION WORKSHEET 2013-2014 AMENDED

PERSONNEL EXPENSE

SALARY		% of	Salary	Annual	
Position	Name	Time to Service	per month	Amount to Service	In-kind
DR Coordinator	Terri Gentile	75.0%	\$ 2,340	\$ 28,080	
GSI Case Manager	To be hired	75.0%	\$ 1,560	\$ 18,720	
GSI Case Manager	To be hired	75.0%	\$ 1,560	\$ 18,720	
GraceSource Executive Director	Roy Martin	12.0%	\$ 728		\$ 8,736
Total Salaries				\$ 65,520	\$ 8,736

BENEFITS		% of	Rate	Annual	
Position	Type	Time to Service	per month	Amount to Service	In-kind
DR Coordinator	FICA/MediCare	75.0%	\$ 179.08	\$ 2,149	
	SUI/ETT	75.0%	\$ 21.58	\$ 259	
	Worker's Comp	75.0%	\$ 70.25	\$ 843	
	Health Ins.	n/a	n/a	n/a	
GSI Case Manager	FICA/MediCare	75.0%	\$ 119.42	\$ 1,433	
	SUI/ETT	75.0%	\$ 21.58	\$ 259	
	Worker's Comp	75.0%	\$ 46.83	\$ 562	
	Health Ins.	n/a	n/a	n/a	
GSI Case Manager	FICA/MediCare	75.0%	\$ 119.42	\$ 1,433	
	SUI/ETT	75.0%	\$ 21.58	\$ 259	
	Worker's Comp	75.0%	\$ 46.83	\$ 562	
	Health Ins.	n/a	n/a	n/a	
GraceSource Executive Director	FICA/MediCare	75.0%	\$ 55.75	n/a	\$ 669
	SUI/ETT	75.0%	\$ 21.58	n/a	\$ 259
	Worker's Comp	75.0%	\$ 21.92	n/a	\$ 263
	Health Ins.	n/a	n/a	n/a	n/a
Total Benefits				\$ 7,759	\$ 1,191
Total Personnel Expense				\$ 73,279	\$ 9,927

COST JUSTIFICATION WORKSHEET 2013-2014 AMENDED CONTINUED

<u>OPERATING EXPENSE</u>	<u>Methodology</u>	<u>Service</u>	<u>In-kind</u>
Bookkeeping	Program cost based on estimate supplied by the provider for issuing monthly payroll and expense checks, providing payroll and profit and loss reports, tax completion, and state and federal filings.	\$ 1,200	
Communications	Program cost based on historical usage of telephone and internet and costs of telephone equipment. Based on stand-alone program.	\$ 3,900	
Duplicating/Publishing	Program cost based on providing marketing materials and duplication of project materials for similar projects. Based on stand-alone program.	\$ 1,050	
Maintenance	Program cost based on maintenance of equipment and facilities for similar projects. Based on stand-alone program.	\$ 150	
Facilities	Program cost based on historical costs of providing space and equipment usage for similar projects. Costs include but are not limited to copier, alarm, cleaning, utilities, building repairs, insurance, etc. Based on stand-alone program.	\$ 4,700	
Group Activities	Program cost based on historical costs of providing groups for similar projects. Costs include but are not limited to group materials, incentives for group participation, food and beverages for attendees, etc. Based on stand-alone program.	\$ 480	
Office Supplies	Program cost based on historical costs of providing office materials for similar projects. Costs include but are not limited to paper, pens, forms, ink cartridges, water, educational materials, postage, small office equipment, etc. Based on stand-alone program.	\$ 900	
Office Equipment	Estimated cost for four desktop computers to be used for program related services including but not limited to email, case notes, marketing materials, research, etc.	\$ -	
Training	Program cost based on costs of providing employment, estimated number of required trainings and on-going employee development, etc.	\$ 1,200	
Travel/Lodging/Per Diem	Program cost based on estimated number of required trainings, historical costs of providing on-going employee development, and mileage for providing quality home visitation services to families enrolled in the project.	\$ 9,600	
Rent	100 sq.ft. x \$1.00/sq.ft. x 100%FTE x 12 mos. x 4 AC members 200 sq.ft. x \$1.00/sq.ft. x 75%FTE x 12 mos. X 1 DR Coord.		\$ 6,600
Total Operating Expense		\$ 23,180	\$ 6,600

COST JUSTIFICATION WORKSHEET 2013-2014 AMENDED CONTINUED

SUBCONTRACTORS

Victor Services

Methodology

\$ 10,214 \$ -

INDIRECT

Methodology

\$ 7,327

DIRECT

Methodology

Direct costs associated with services delivered to families including transportation assistance (bus passes/gas cards), temporary food assistance, housing (cleaning supplies/dumpster rental), furniture (beds), clothing, materials to implement case plan activities, and limited past-due bill support. Estimated at 10 case plans/month * 12 months * \$50 each occurrence.

\$ 6,000

TOTAL ANNUAL AMOUNT TO SERVICE

\$ 120,000 \$ 16,527

COST PER SERVICE UNIT

Methodology

Total /12 mos./10 families/month

\$ 1,000.00

All remaining provisions of the Agreement between the County of Yuba and GraceSource Inc. entered into on November 1, 2011 and subsequent amendments to that agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement for Professional Services this _____ day of _____, 2013.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA


Board of Supervisors


Roy Martin, Executive Director
Tax I.D. No. 942576604

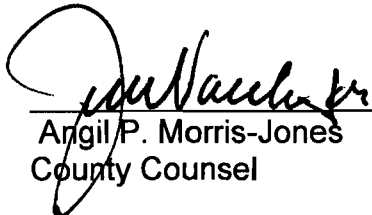
ATTEST:

INSURANCE PROVISIONS
APPROVED:

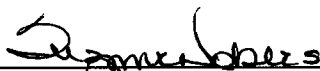
Donna Stottlemeyer,
Clerk of the Board of Supervisors


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:


Suzanne Nobles, Director
Yuba County Health and
Human Services Department

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

**RESOLUTION REAFFIRMING THE)
EXISTENCE OF THE YUBA COUNTY)
CHILD ABUSE PREVENTION COUNCIL)
AND DESIGNATION OF THE COUNCIL TO)
MAKE RECOMMENDATIONS REGARDING)
THE CHILDREN'S TRUST FUND)
INCLUDING THE CHILD ABUSE)
PREVENTION AND INTERVENTION)
TREATMENT/COMMUNITY BASED CHILD)
ABUSE PREVENTION FUND (CAPIT/CBCAP)**

RESOLUTION NO. 2011-005

WHEREAS, pursuant to California Welfare & Institutions Code Section 18965, the county board of supervisors may designate an existing local voluntary commission, board or council to carry out the purposes of the Children's Trust Fund; and

WHEREAS, by Resolution 2003-06, the Yuba County Board of Supervisors designated the Yuba County Children's Council as the council to make recommendations about the Children's Trust Fund including CAPIT/CBCAP funds; and

WHEREAS, funding has been allocated to support a Yuba County Child Abuse Prevention Council; and

WHEREAS, the Yuba County Children's Council will be used as the planning body to designate representation for the Yuba County Child Abuse Prevention Council for public Child Welfare Services, County Welfare Department or Child Welfare Services, Probation, licensing, criminal justice, law enforcement, district attorney, courts, coroner, prevention/treatment service

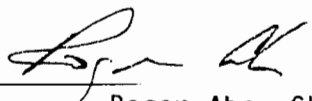
PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 11 day of January, 2011 by the following vote:

AYES: Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

NOES: None

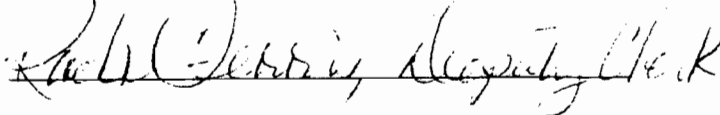
ABSENT: None

ABSTAIN: None



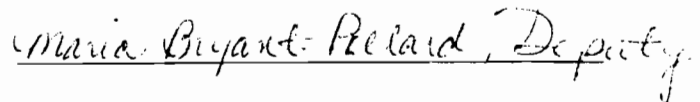
Roger Abe, Chairman

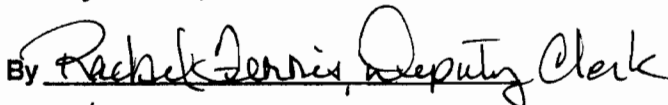
ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS



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

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



By 
Date: January 11, 2011



Scotia Holmes Sanchez, Ed.D.
Superintendent

935 14th Street
Marysville, CA 95901
Telephone: 530-749-4900
Fax: 530-741-6500
www.yuba.net

May 3, 2013

Mr. Tony Roach
Yuba County Health and Human Services
5730 Packard Avenue Suite 100
Marysville, California 95901

Dear Tony

At the May 1, 2013 Yuba County Children's Council Child Abuse Prevention Council meeting, you shared information regarding funding to GraceSource for implementation of Differential Response activities. You indicated GraceSource is funded for those activities through June 30, 2013, and recommended that the contract be extended for one year, to end on June 30, 2014. The group endorsed this recommendation, and the vote will be reflected in our meeting minutes.

The Council also recommended a review of the Systems Improvement Plan implementation activities, when it is finalized. It was suggested that if CAPC funds are allocated for Differential Response activities, an appropriate RFP be developed and distributed to the community for applications, to begin implementation when the GraceSouce extended contract expires in June 2014. Thank you for keeping the council updated on CAPC activities,

Sincerely,

Sally Sokoloski, Assistant Superintendent YCOE
Chair, Yuba County Children's Council

Yuba County Children's Council (YCCC)
Yuba County Health & Human Services Department

Minutes for Monthly Meeting
Wednesday, May 1, 2013
8:00 a.m.

<u>Chair:</u> Sally Sokoloski		
<u>Committee Members:</u>		
Jim Arnold	Brad Luz, PH.D.	Rachel Farrell
Berni Fricke	Andy Vasquez	Cheryl Riley
Tony Roach	Jolie Carreon	Cathy LeBlanc

**YCCC
MINUTES**

1. Call To Order

- Sally Sokoloski called the meeting to order at 8:04 a.m.

2. Roll Call

- The following Council members were present: Sally Sokoloski, Jolie Carreon, Cathy LeBlanc, Andy Vasquez, Tony Roach, Jim Arnold, Rachel Farrell, Brad Luz and Codi Walker.
- The following members of the public were in attendance: John Floe, Jackie Stanfill, Theresa Dove-Weber, Justin Guzman, Gay Todd, Jason Roper, and Gary Cena

3. Changes to Agenda

There were no changes or adjustments to the agenda. Sally shared a draft meeting schedule for the 2013-14 year for the Yuba County Children's Council. Sally will put the draft as an agenda item for the June meeting so the group can decide if this schedule works.

4. Approval of Minutes

The group reviewed the minutes from the April 3, 2013 meeting. The group agreed there were no changes to the minutes. Andy Vasquez made a motion to approve the minutes as written. Jim Arnold seconded the motion. The motion was carried that the minutes from the April 3, 2013 meeting be approved.

5. Marysville High School Student / Staff Presentation

Gary Cena, Principal, introduced the group to a brief history of Marysville High School. In 1871, Marysville High School was one of the three first public high schools in California and was a feeder school to University of California, Berkley which was the first public university established west of the Mississippi River. After many years of providing a public education to students, the staff today at Marysville High School has a vision. They implement their vision daily to ensure their students will become respectful, responsible and healthy citizens. To achieve their vision, they have created a mission statement, "Where Attention Goes, Energy Flows, Results Show". One of the school's mottos that painted on the west wall of campus is "Many Paths, One Journey".

The staff at Marysville High School prioritizes supports every day to ensure the students are on their way to a successful life journey. Gary shared a summary of school site data related to student suspensions, testing results, CASHEE, and other areas.

Gary introduced a new program PBIS (Positive Behavior Intervention and Supports) that is founded on the principles of respect, responsibility and health. PBIS was adopted by Marysville High School from the University of Oregon. This is a three year program and is funded by the Mental Health Initiative. Marysville High School has a team of five teachers, one classified employee, a parent, and a district coach to help implement the program. Implementation of the program includes rewarding students for positive behaviors and encouraging students to create a culture of support for one another using incentives. Administrators interpret this data to show which students may need a little extra help in the areas of behavior and academics. This data is also used for preventative measures and to encourage those kids at risk with positive intervention.

Students from the athletics program spoke about the sports programs at Marysville High School. There are currently 14 sports programs the high school offers; beginning with freshman teams up to and including the varsity level. Not only do these students have involvement with extra curricular activities, but they form a connection / bond with one another that is irreplaceable. Students participating in sports programs are expected to maintain a 2.0 GPA and are encouraged through coaching staff and academic staff to remain eligible to participate.

SAGE (Students for the Advancement of Global Entrepreneurship) which is part of ROP (Regional Occupation Program) and which small business is sponsored, allows students an opportunity to create a small business and to learn how to establish, manage, and be successful in that small business. This program is focused on leadership roles, team collaboration, small business skills and entrepreneurship. This particular class created "Cali Creations" which is a graphic design business. There are 5 criteria the SAGE program must accomplish in those three years. Every three years, the students have to propose a new small business idea within the program. The SAGE small business classes participated in the 2013 Yuba County Perspective Luncheon and had the opportunity to film a short biography of the winner of the best voted business in the Yuba-Sutter area; Bishop's Pumpkin Farm. The new proposal by SAGE is "The Artistic Revolution of Today" in which they held an art exhibit which allowed local artists to display their artwork to bring back the awareness of art. SAGE is a class and a club at Marysville High School.

Students from the ROP Medical Program spoke about their class and experiences offered to them through ROP. After taking two tests and obtaining a C or higher, students may choose a medical site that has an agreement with Marysville High School and their ROP Program to do hands on work in the medical field. Since the Regional Occupational Program is such a valuable program and since Marysville High School is the only high school in the area that offers ROP, students from Yuba City High School, River Valley High School, Lindhurst High School and Sutter Union High School travel to the Marysville High Campus to participate in this program. The ROP Medical Program also connects with Yuba College and students participating in ROP also obtain college credits.

Students from the Agricultural Program and FFA (Future Farmers of America) program spoke about their class. Within the Ag Program, students learn not only about Agriculture, but they also learn people skills, public speaking, how to be professional and leadership skills for the future. They participate in state conventions as well as national conventions. Their officers attend the COLC (Chapter Officer Leadership

Conference) where they participate in workshops to improve their leadership skills and bring them back to the chapter for implementation. The Marysville High School Ag Program currently has 6 chapter officers. The Ag Program is an inter-curricular program. The students asked us to join them in a tour of their new Agriculture barn and horticulture greenhouse.

Gary Cena emphasized the support of Marysville High School staff leadership throughout the presentation. The group was introduced to the staff leadership team.

6. Next YCCC-CAPC meeting is April 3, 2013.

The next regularly scheduled meeting is Wednesday, June 5, 2013 at the Yuba County One Stop in the Beckwourth Room at the regularly scheduled time of 8:00 a.m. There will be a Presentation on bullying at the June meeting, presented by Amy Molina-Jones and there will also be a presentation from Suzanne Nobles, Social Services, regarding the impact of the health initiative.

7. Adjourn YCCC

- Cathy LeBlanc made a motion to adjourn the meeting. Jim Arnold seconded the motion. No one opposed. The meeting was adjourned at 9:48 a.m.

CHILD ABUSE PREVENTION COUNCIL (CAPC) MINUTES

1. Call To Order

- Sally Sokoloski called the meeting to order at 9:48 a.m. and asked those present to introduce themselves.

2. Roll Call

- The following Council members were present: Tony Roach, Brad Luz, Sally Sokoloski, Jim Arnold, Jolie Carreon, Cathy LeBlanc, Rachel Farrell and Codi Walker.
- The following members of the public were in attendance: John Floe, Jackie Stanfill, Justin Guzman, Jason Roper, and Teresa Dove-Weber.

3. General Update

– Tony Roach

Tony Roach updated the group on Differential Response services provided by GraceSource. Tony asked that the group approve a one year funding contract with GraceSource for the continuation to provide Differential Response services for the 2013-14 year. Instead of ending December 2013, the proposed new contract will end June 30, 2014.

The council also recommended a review of the Systems Improvement Plan implementation activities when it is finalized in January 2014. It was suggested that if CAPC funds are allocated for Differential Response activities, an appropriate RFP be developed and distributed to the community for applications, to begin implementation when the GraceSource extended contract expires June 2014.

Rachel Farrell made a motion to extend the GraceSource contract until June 30, 2014. Jim Arnold seconded the motion. No one opposed. The motion was carried. Sally will draft a letter stating the group approved this extension in the GraceSource contract.

4. Public Comment

Members of the public are invited to share items of interest within the subject matter jurisdiction of the Council. Any member of the audience may bring a matter before the Council that has not been agendaized; however, State law provides that no action may be taken on any item not appearing on the posted Agenda. The Council requests that comments be limited to five (5) minutes per speaker.

There were no public comments.

5. Adjourn CAPC

Brad Luz made a motion to adjourn the CAPC meeting. Jim Arnold seconded the motion. The motion was carried and the meeting was adjourned at 9:56 a.m.