

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.

NOVEMBER 12, 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. Board of Supervisors

1. Appoint David Read, Sarbdeep Atwal, and Joseph Danna as Reclamation District 784 Trustees in lieu of election for four-year terms pursuant to Elections Code §10515. (450-13)
2. Appoint John Edmonston, Charles Engs, and Sarah Swinerton in lieu of election to Ramirez Water District Board of Directors for four-year terms pursuant to Elections Code §10515. (451-13)

B. Clerk of the Board of Supervisors

1. Reappoint Tamaira Ramsey to the Sutter-Yuba Mental Health Advisory Board as the consumer representative for a term to end November 12, 2016. (452-13)
2. Appoint Cynthia Sodari to the Child Chare Planning Council as the Public Agency Representative for a term to end September 30, 2016. (453-13)
3. Approve minutes of the meeting of October 22, 2013. (454-13)

C. Community Development and Services

1. Adopt a resolution authorizing the Public Works Director to purchase APN 019-270-020 and execute all documents needed to complete purchase and escrow; and authorizing Budget Transfer in the total amount of \$115,000 from Fund 102-0000-372-99-01 to various accounts to complete purchase. (455-13)
2. Receive Notice of Final Map under review and pending approval by the County Surveyor for Tract Map No. 2004-0037, Heartland at Plumas Lake (formerly known as Rio Del Oro Village 16) Rio Del Oro Farms #2 LLC, a California Limited Liability Company. (456-13)
3. Adopt resolution authorizing signature of a funding agreement and related documents for funding under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, for water system improvements serving Gold Village. (457-13)

D. County Administrator

1. Approve contract with Sutter-Yuba Mental Health Services and Casa de Esperanza for domestic violence crises intervention and authorize the Chair to execute same. (458-13)

- IV. **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.
- V. **COUNTY DEPARTMENTS**
- A. Community Development and Services
1. Adopt resolution authorizing Director of Environmental Health to renew Local Primacy Agency small water system delegation agreement, apply for one time funding grant from California Department of Public Health; and accept the grant upon award. (Five minute estimate) (459-13)
- VI. **CORRESPONDENCE** - (460-13)
- A. Notice from Yuba County Office of Education enclosing State of the Schools report pursuant to the Williams Uniform Compliant Act.
- B. Schedule of Proposed Actions from United States Forest Service regarding Plumas National Forest for the period of October 1, 2013 through December 31, 2013.
- 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. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Claim
- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 006-220-073-000, (Gold Village Land Development LLC) Negotiating Parties: Robert Bendorf, Kevin Mallen, and Sean Powers
Negotiation: Authorization to make an offer, terms and conditions
- IX. **ADJOURN**

11/12/2013 - 5:00 P.M. Wheatland City/County Liaison Committee
Wheatland City Hall
111 C Street
Wheatland, California

A. Wheatland bypass northern alignment
B. Update on annexations - Hop farm, Johnsons Rancho, and Nichols Grove
C. Magnolia Ranch update
D. Casino update
E. Other Reports
F. Adjourn

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

PUBLIC INFORMATION

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

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

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

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

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

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

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

End

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CONSENT
AGENDA

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Yuba County, California

October 29, 2013

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

RECEIVED

OCT 30 2013

Re: Election of Trustees

Clerk/Board of Supervisors

Gentle Persons,

The terms of (3) Trustees of Reclamation District 784 expired this year, 2013. On August 1, 2013, I caused to be published in the Appeal Democrat, the necessary Notice Calling for Nomination Petitions for the office of Trustee of Reclamation District 784. The deadline for receiving said nominating petitions was 4:00pm, on September 13, 2013.

Three Nomination Petitions were received for the (3) positions that expire this year and in accordance with the provisions of the Reclamation District Act, no election was necessary. I have published in the Appeal Democrat on August 1, 2013 that appointment to each office will be made in the event that there are no nominees or an insufficient number of nominees for the office and a petition for an election is not filed with the District by September 13, 2013.

This letter serves as a request that at your next regular meeting or as soon thereafter as this matter can be placed on the agenda, the Yuba County Board of Supervisors appoint Mr. David Read, Mr. Sarbdeep Atwal and Mr. Joseph Danna as a Reclamation District 784 Trustee to serve for a period of (4) years until 2017.

Once appointed, these Trustees will assume office at the December 2013 Reclamation district 784 Board Meeting.

Your assistance in this matter is greatly appreciated.

Respectfully submitted,

A handwritten signature in cursive script that reads "Steven L. Fordice".

Steven L. Fordice, Secretary of the Board
Reclamation District 784
1594 Broadway Street,
Arboga, CA 95961
Phone: 530-742-0520
Cell: 530-682-0303
Fax: 530-742-3021

KRONICK
MOSKOVITZ
& TIEDEMANN
& GIRARD
A LAW CORPORATION

October 29, 2013

VIA FACSIMILE AND MAIL (530) 749-7353

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

RECEIVED

OCT 30 2013

Clerk/Board of Supervisors

Re: Request for Appointments to the Ramirez Water District Board of Directors
(Elections Code § 10515)

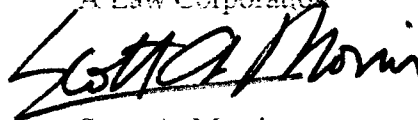
Dear Ms. Stottlemeyer:

I serve as General Counsel to the Ramirez Water District ("Ramirez"), which is primarily located within Yuba County. Enclosed is a "Certificate of Facts" certifying that as of 5:00 p.m. on the 83rd day before the November 5, 2013, the number of candidates for Directors did not exceed the number required to be elected. Thus, Ramirez respectfully requests that, the Board of Supervisors for Yuba County at a regular of special meeting held prior to Monday, December 2, 2013 appoint to office those persons set forth in the enclosed Certificate of Facts.

I appreciate your assistance in this matter. Please do not hesitate to contact me if you have any questions or require any additional information.

Respectfully submitted,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Law Corporation



Scott A. Morris

SAM/ll
Enclosures

cc: Ramirez Water District
Charles Engs
Sarah Swinerton
John Edmonston

1040866.1 9685.001

CERTIFICATION PURSUANT TO ELECTIONS CODE SECTION 10515

Election Date: November 5, 2013
District: Ramirez Water District
Officer Conducting Election: Scott A. Morris, General Counsel

As the officer conducting the election for the above district, I hereby certify that, by 5 p.m. on the 83rd day prior to the day fixed for the general district election, the number of candidates for director at large from a division does not exceed the number required to be elected director at large while residing in that division. I further certify that no petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has been presented to me.

✓ I therefore request that the Board of Supervisors, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons who filed declarations of candidacy, as follows:

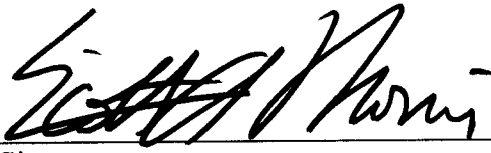
No. of Full Terms 3 Until November, 2017

Name: John Edmonston
Address: 1517 Wilson Ave
San Marino, CA 91108

Name: Charles Engs
Address: 4 Santa Lucia
Orinda, CA 94563

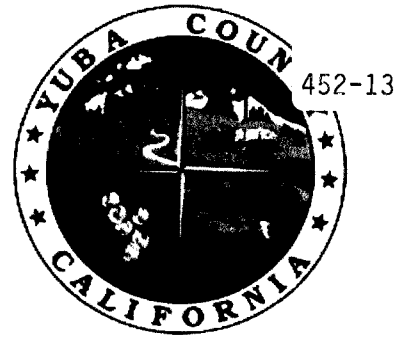
Name: Sarah Swinerton
Address: 191 Mira Montes Rd.
Woodside, CA 94062

October 28, 2013
Date


Signature

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Sutter Yuba Mental Health Advisory Board – Family Representative
Date: November 12, 2013

Recommendation

Reappoint Tamaira Ramsey to the Sutter Yuba Mental Health Advisory Board as the consumer representative for a term to end November 12, 2016.

Background and Discussion

This is a scheduled vacancy due to the consumer representative's term ending December 2013. The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. One application for reappointment has been received from Tamaira Ramsey and is attached along with a recommendation from the Board.

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

Fiscal Impact

None due to appointment.

Committee Action

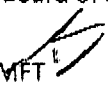

Brought directly to the Board for consideration.

Sutter-Yuba Mental Health Board

1965 Live Oak Boulevard
Yuba City, CA 95991
(530) 822-7200

DATE: October 28, 2013

TO: Yuba County Board of Supervisors

FR: Tom Sherry, MFT 
Assistant Director of Human Services – Mental Health
Alma Amaya, Chair 
Sutter-Yuba Mental Health Advisory Board

SUBJECT: Re-Appointment of Tamaira Ramsey to the Sutter-Yuba Mental Health Advisory Board

On behalf of the Mental Health Advisory Board, we wish to recommend the re-appointment of Tamaira Ramsey to the Mental Health Advisory Board at the conclusion of her present term which expires on December 7, 2013. A copy of her application is attached.

Please advise this office through Sue Hopper when this recommendation goes before the Board of Supervisors for action. Thank you in advance for your favorable consideration of this request.

TS:AA/sh

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Child Chare Planning Council – Public Agency Representative
Date: November 12, 2013

Recommendation

Appoint Cynthia Sodari to the Child Chare Planning Council as the Public Agency Representative for a term to end September 30, 2016.

Background and Discussion

This is a scheduled vacancy since September 2012. The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. One application for appointment has been received from Cynthia Sodari and is attached along with a recommendation from the Council.

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

Fiscal Impact

None due to appointment.

Committee Action

Brought directly to the Board for consideration.

Ferris, Rachel

From: Mary Hang [mary.hang@yubacoe.k12.ca.us]
Sent: Thursday, October 24, 2013 11:27 AM
To: Stottlemeyer, Donna; Ferris, Rachel
Subject: Appointment to the Child Care Planning Council

Donna and Rachel,

At our October 22nd Child Care Planning Council meeting, the Council approved Cynthia Sodari for the Yuba County Public Agency Representative vacancy and forwarding her name to the Board of Supervisors for appointment. Please let me know if there is anything else that is needed. Thank you!

*"It's only fun to play school when you get to be the teacher."
Really important stuff my kids have taught me by Cynthia Copeland Lewis*

Mary Pa Hang, Secretary
Child Care Planning Council of Yuba & Sutter Counties
Yuba County Office of Education
1104 E Street
Marysville, CA 95901
530-749-4040 Office
530-749-3279 Fax
www.childcareyubasutter.org



RECEIVED

OCT 4 2013

Clerk/Board of Supervisors

CHILD CARE PLANNING COUNCIL OF YUBA AND SUTTER COUNTIES
MEMBERSHIP APPLICATION

Name Cynthia Sodari

Home Address [REDACTED]

Agency First 5 Yuba Commission Title Executive Director

Business Address 1114 Yuba Street, Suite 147 City Marysville Zip 95901

Day Phone 530-749-4876 Fax 530-749-4840 E-Mail csodari@co.yuba.ca.us

A. CATEGORIES FOR APPOINTMENT

The Superintendents of Schools and the Board of Supervisors make appointments to the Child Care Planning Council of Yuba and Sutter Counties. Members must live or work in Yuba or Sutter County. Twenty percent (20%) of the Child Care Planning Council members are to be drawn from each of the following categories described below: Child Care Provider, Child Care Consumer, Community Representative, Public Agencies, and Discretionary. Please indicate which appointment category you are applying for.

1. Consumer of Child Care Services-using child care or have used it within the past 36 months.

Are you currently receiving child care? Yes No Date last used it: _____

Name of Provider _____ City _____

2. Child Care Provider-please check the type of care you provide:

 a) licensed family child care provider (# of children licensed for _____)

 b) licensed & publicly funded child care center (# of children licensed for _____)

Center Name _____ City _____

 c) licensed, private for profit, or private non profit child care center (# of children _____)

Center Name _____ City _____

 d) license exempt child care provider (# of children licensed for _____)

Program Name if applicable _____

3. Community Representative-excluding agencies that contract with the California Department of Education to provide child care and development services.

Organization _____

Location of Agency _____ Service Area _____

4. Public Agency Representative-including city, county, and local education agencies.

Agency First 5 Yuba Commission City Marysville

5. Discretionary Category-Please describe

B. GEOGRAPHIC, ETHNIC, AND CULTURAL DIVERSITY REPRESENTATION

AB 1542 (Education Code 8499.3 (d) states, "Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, and geographic distribution on the population of the county."

Please indicate your ethnic origin (optional):

White (includes Indo-European, Pakistani, East Indian)

Black (includes African, Jamaican, Trinidadian, and West Indian)

X Hispanic (includes Mexican, Puerto Rican, Cuban, Latin American or Spanish)

Asian or Pacific Islander (includes Japanese, Chinese, Korean or Vietnamese)

American Indian or Alaskan Native (includes persons who identify themselves or are known as such by virtue of tribal association)

Filipino (includes only Filipino)

Other _____

C. MEMBERSHIP RESPONSIBILITIES – Members are expected to attend regular monthly meetings held on the Fourth (4) Tuesday of each month, and participate in at least one committee. Additional meetings may be scheduled for training and Council business. Are you able to commit to a regular participation, given this schedule? X Yes _____ No

If needed, do you have the support of your agency/employer to be an active member of the Council?
 X Yes _____ No

D. INVOLVEMENT-Please describe related organizations with which you are currently involved.

First 5 Yuba, St. Isidore's Parent Club, St. Joseph Parish Council, Holy Angels Preschool and United Way.

E. APPLICANT INTERESTS – Please describe your interest in the Child Care Planning Council and the skill that you would bring to the Council.

To ensure the needs of children are made a top priority community-wide. My skills include policy, program and grant management specific to the health care industry and young children 0-5.

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

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

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

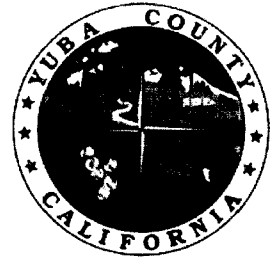
Signature Gytrine Sodani Date 10/03/13

Mail application to: Yuba County Board of Supervisors, 915 8th Street, Suite 109, Marysville, CA 95901
For more information call 530-749-3276 Ext. 106

FOR OFFICE USE ONLY: The Council recommends appointment Yes No

The County of Yuba

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



OCTOBER 22, 2013 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session 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 Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Vasquez presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe
- 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.

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

A. Human Resources and Organizational Services

1. Adopt resolutions amending the Position Allocation Schedule and the Basic Salary Schedule as it relates to the Probation Analyst position effective November 1, 2013. (428-13) Adopted Resolution No. 2013-109, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AMENDING THE DEPARTMENTAL POSITION ALLOCATION SCHEDULE"; and Resolution No. 2013-110, "RESOLUTION AMENDING THE CLASSIFICATION SYSTEM-BASIC SALARY SCHEDULE," as they relate to the Probation Analyst position effective November 1, 2013.

B. Clerk of the Board of Supervisors

1. Approve minutes of the meeting of October 8, 2013. (429-13) Approved as written.

IV. SPECIAL PRESENTATION

- A. Present Certificate of Recognition to Yuba County Library Advisory Commission for outstanding community service. (Ten minute estimate) (430-13) Chairman Vasquez read and presented certificate. Commission members Ms. Pat Camarena, Ms. Sue Cejner-Moyers, and Mr. Michael Paine commended the Board for their support.
- B. Present proclamation to Sally Sokoloski commending 40 years of service. (Five minute estimate) (338-13) Chairman Vasquez read and presented the proclamation to Ms. Sally Sokoloski. Ms. Sokoloski commended her previous coworkers and the Board for their support.

- C. Present proclamation proclaiming Red Ribbon Week October 21 - 31, 2013. ((No background material) (Five minute estimate) (438-13) Chairman Vasquez read and presented a proclamation to Ms. Karen Crompton. Ms. Crompton commended the Board for their support.

V. PUBLIC COMMUNICATIONS: No one came forward.

VI. COUNTY DEPARTMENTS

A. Library

1. Approve schedule of hours open to the public for the Yuba County Library effective November 1, 2013. (Five minute estimate) (431-13) Community Development and Services Director Kevin Mallen provided a brief recap and indicated the Library would be open Tuesday through Friday from 12:00 noon until 6:00 p.m.; with the exception of Thursdays extended hours of 12:00 noon to 8:00 p.m. Mr. Mallen responded to Board inquiries.

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

B. Administrative Services

1. Adopt resolution supporting Friends of Bok Kai implementation of historic Chinatown Project and approving installation of sign and map at Yuba County Library. (Ten minute estimate) (432-13) Director Doug McCoy provided a brief recap and responded to Board inquiries.

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

Adopted Resolution No. 2013-111, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION OF THE BOARD OF SUPERVISORS SUPPORTS THE FRIENDS OF BOK KAI'S IMPLEMENTATION OF THE HISTORIC CHINATOWN PROJECT; AND APPROVES THE INSTALLATION OF THE SIGN AND MAP IN FRONT OF THE YUBA COUNTY LIBRARY."

2. Approve extending temporary appointment of Interim Information Technology Manager through November 30, 2013. (433-13) Director Doug McCoy provided a brief recap and responded to Board inquiries.

MOTION: Move to approve 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

C. Health and Human Services

1. Adopt resolution authorizing agreement with California Department of Veterans Affairs to expand outreach activities and hire a limited term Veteran Services representative; and authorizing the Chair to execute any pertinent documents related to the program, acceptance of funds; and authorize budget transfer allocating \$9,449 in funds. (Ten minute estimate) (434-13) Director Suzanne Nobles provided a brief recap and responded to Board inquiries.

MOTION: Move to adopt 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

Adopted Resolution No. 2013-112, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT, COUNTY VETERANS SERVICE OFFICE, TO ENTER INTO AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS TO EXPAND OUTREACH ACTIVITIES AND HIRE A LIMITED TERM VETERAN SERVICES REPRESENTATIVE; AND AUTHORIZING THE CHAIR TO EXECUTE ANY PERTINENT DOCUMENTS RELATED TO THE PROGRAM, AND AUTHORIZING THE ACCEPTANCE OF FUNDS.

D. Human Resources and Organizational Services

1. Adopt resolution amending the Basic Salary Schedule as it relates to the Health and Human Services Director effective January 1, 2014. (Ten minute estimate) (437-13) Director Martha Wilson recapped request and responded to Board inquiries.

County Administrator Robert Bendorf responded to specific inquiries relating to salary surveys, and staff time and costs associated with recruitment.

MOTION: Move to adopt 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

Adopted Resolution No. 2013-113, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AMENDING THE CLASSIFICATION SYSTEM-BASIC SALARY SCHEDULE," as it relates to Director of Health and Human Services, effective January 1, 2014.

VII. CORRESPONDENCE - (435-13)

- A. Annual Report for Fiscal Year 2012-2013 from Yuba County Digital Law Library. Deputy County Counsel John Whidden recapped the objective of the Law Library, services provided and responded to Board inquiries. County Counsel Angil Morris-Jones invited input from the Board on possible future locations for Law Library terminals.
- B. Letter from Territorial Dispatch regarding closed session.

MOTION: Move to accept the correspondence 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

VIII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego: Received Board consensus for county to participate in SACOG agricultural study

Supervisors Nicoletti:

- ° Yuba County Water Agency workload

- Beale Air Force Base Commanders Call
- Yuba County Community Services Commission Retreat October 22, 2013 at 6:00 p.m. in the Government Center

Supervisor Abe:

- Beale Military Liaison Committee membership meeting and dinner October 16, 2013
- RCRC letter regarding back taxes owed to county and appreciates efforts in sending out payment in lieu of taxes

Supervisor Stocker:

- Memorial Adjournment - Ms. Lacey Anne Newman and Mr. Max Doner
- Biggerts-Waters Flood Insurance Act of 2012
- Received Board consensus to send a letter to the State regarding outdated flood data for the Hallwood area

Supervisor Griego left the meeting at 10:45 a.m. and returned at 10:51 a.m.

Supervisor Vasquez:

- Linda Clean up held October 19, 2013
- Yuba County Resources book updated

County Administrator Robert Bendorf:

- District 10 and Hallwood Flood Management and Strategic Plans Town Hall meeting Thursday, November 7, 2013 in Board Chambers
- Feather River Regional Flood Management Plan public workshop Wednesday, November 13, 2013 in Board Chambers
- Board of State and Community Corrections (BSCC) November 14, 2013 Tri County Juvenile Hall grant

IX. CLOSED SESSION: The Board retired into closed session at 10:53 a.m. and returned at 11:20 a.m. with all members present as indicated above.

A. Personnel pursuant to Government Code §54957 - Public Employee Appointment - Chief Information Officer Information provided

B. Personnel pursuant to Government Code §54957 - Public Employee Appointment - Public Health Officer/Interview/Appointment/Other action as directed Information provided

X. ADJOURN: 11:21 a.m. in memory of Ms. Lacey Anne Newman and Mr. Max Doner.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: Rachel Ferris, Deputy Clerk

Chair

Approved: _____

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

November 12, 2013



BUILDING

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CODE ENFORCEMENT

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PUBLIC WORKS • SURVEYOR

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FINANCE AND ADMINISTRATION

749-5430 • Fax 749-5434

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: ACQUISITION OF 1-ACRE PARCEL (APN 019-270-020) FOR GOLDFIELDS PKWY

RECOMMENDATION:

- Adopt the attached resolution authorizing the Public Works Director to complete the purchase, including the execution of any necessary documents subject to County Counsel review, of APN 019-270-020 for the purchase price of \$110,000.
- Adopt the attached budget amendment authorizing the use of East Linda Landscaping and Road Improvement money (Trust 192) for such purchase.

BACKGROUND:

The alignment for Goldfields Parkway (Yuba River Parkway) was previously adopted by your Board. Public Works became aware that a 1-acre parcel, upon which the future Goldfields Parkway will be located, came up for sale. The property is being sold as a short sale, enabling the County to acquire the property at potentially below market rates, and avoiding costly future relocation expenses if the house were occupied.

DISCUSSION:

There is a 1,700 square foot manufactured home on the property that is in conflict with the proposed Goldfields Parkway. Staff proposes to sell the home for removal from the property utilizing County policies and procedures.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as direction for this item was previously provided by your Board.

FISCAL IMPACT:

Approximately \$115,000 from Trust 192 to cover the cost of acquisition, including title/escrow fees, and other miscellaneous costs. A portion of the cost, estimated at \$25,000 to \$35,000, will be reimbursed to Trust 192 upon sale of the manufactured home.

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

**RESOLUTION AUTHORIZING PUBLIC
WORKS DIRECTOR TO COMPLETE
PURCHASE OF APN 019-270-020 AND
EXECUTE ALL DOCUMENTS NEEDED
TO COMPLETE PURCHASE/ESCROW**

RESOLUTION NO.

WHEREAS, the County became aware that a 1-acre property, upon which the future Goldfields Parkway (Yuba River Parkway) will be located, came up for sale; and

WHEREAS, the property is being sold as a short sale, enabling the County to acquire the property potentially below market rates and save on costly relocation expenses in the future if the house were occupied; and

WHEREAS, the house on the property is in conflict with the proposed location of Goldfields Parkway, and it is in the best interest of the County to purchase the property now at a distressed sale; and

WHEREAS, the Board has previously approved the Public Works Director to make, and he has made, a purchase offer to the owner, which has been accepted by both the owner and bank; and

WHEREAS, purchase costs will be covered by the East Linda Landscaping and Road Improvement fund (Trust 192).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Public Works Director to complete the purchase of APN 019-270-020, and execute any necessary documents needed to complete the purchase/escrow, subject to County Counsel review.

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BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Yuba, hereby directs staff to have the modular home located on the property sold in accordance with County policies and procedures, with the proceeds deposited into Trust 192.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

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



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

AUDITOR - CONTROLLER TRANSFER NO. _____

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

DATE: November 12 20 13

DEPARTMENT CDSA - Public Works

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

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
102-0000-371-97-03	Local Fees for Const.	115,000
364901	Operating Transfers In	

ACCOUNT NO.	NAME	AMOUNT
102-9100-431-23-01	Special Projects	5,000
102-9100-431-47-00	Right of Way	110,000

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

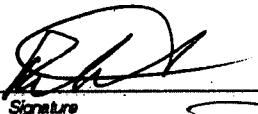
FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Purchase of APN 019-270-020 to become part of the future Goldfield Parkway

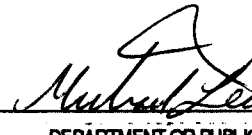
APPROVED:

☒ AUDITOR - CONTROLLER


Signature

10/31/13
Date

Signature


DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR


Signature

10/31/13
Date

Public Works Director

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller,



Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

DATE: October 30, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS
FROM: MICHAEL LEE, COUNTY SURVEYOR
SUBJ: FINAL MAP UNDER REVIEW PENDING APPROVAL
.....

NOTICE TO BOARD OF SUPERVISORS

As required by section 66458(d) of the California Government Code (Subdivision Map Act) and as authorized by Yuba County Subdivision Ordinance §11.15.440 and §11.15.445, notice is hereby given that the following tract map has been received by the County Surveyor and is in the process of being reviewed for final map approval and acceptance of offers of dedications:


**Tract Map No. 2004-0037, Heartland at Plumas Lake
(formerly known as Rio Del Oro Village 16)**

Rio Del Oro Farms #2 LLC, a California Limited Liability Company

This map, consisting of 8 sheets, encompasses a total of 46.44 acres, lying in the southeast corner of the Rio Del Oro Subdivision and is the final phase of the conditionally approved Tentative Subdivision Tract Map TSTM 1998-578. It consists of 155 single family residential lots together with offers of dedication for interior roads and public service, landscape, pedestrian and drainage easements.

This final map is in compliance with the "Conditions of Approval" of the conditionally approved Tentative Subdivision Tract Map 1998-578, Rio Del Oro Subdivision.

Note: Map copies of the above referenced project are available for review in the Clerk of the Board of Supervisors office or from the County Surveyor, Department of Public Works.



Michael Lee, County Surveyor

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OWNER'S STATEMENT:

WE, THE UNDERSIGNED, AS HOLDERS OF THE RECORDED TITLE INTEREST OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDING OF "TRACT MAP NO. 2004-57, RIO DEL ORO VILLAGE 16 FINAL MAP," AND HEREBY IRREVOCABLY AND EXCLUSIVELY AUTHORIZE THE SHARLOTTA COUNTY BOARD OF ROAD AND RIGHT-OF-WAY PLANNERS (ON BEHALF OF THE SHARLOTTA COUNTY BOARD OF COMMISSIONERS) TO HEREIN AND DESIGNATED HEARTLAND COURT, COPENLEY WAY, HIGH NOON TRAIL DRIVE, KNOX'S FERRY DRIVE, BAYMOUNT COURT, COPENLEY WAY, HIGH NOON DRIVE, ROYAL COURT, AND SILVER SAGE COURT, BROKEN BITE DRIVE, AND WE HEREBY OFFER FOR DEDICATION, AND WE DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLINERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRING AND CONDUITS FOR ELECTRICITY, TELEVISION AND TELEPHONE LINES.

"PUBLIC SERVICE EASEMENT" (P.S.E.).

B. EASEMENTS FOR PEDESTRIAN PURPOSES, PLANTING AND MAINTAINING TREES, TRAFFIC CONTROL DEVICES AND SIGNS, TOGETHER WITH ANY AND ALL APPLICANCES PERTAINING THERETO, ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND GENERALLY 12 FEET IN WIDTH AS SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (L.E.) & "PEDESTRIAN EASEMENT" (P.E.)

C. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF DRAINAGE PIPES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "DRAINAGE EASEMENT" (D.E.).

RIO DEL ORO FARMS #2, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY
417 7TH STREET, SUITE B
MARYSVILLE, CALIFORNIA 95901

BY: _____

FILE: _____

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF _____

ON _____, 2013, BEFORE ME, _____, A NOTARY PUBLIC, _____ WHO PROVED TO ME ON THE BASIS OF _____ SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I/AM SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY'S SIGNATURE

PRINT NOTARY'S NAME

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTRY _____

MY COMMISSION EXPIRES: _____

Stantec Consulting Inc.
SHEET 1 OF 8

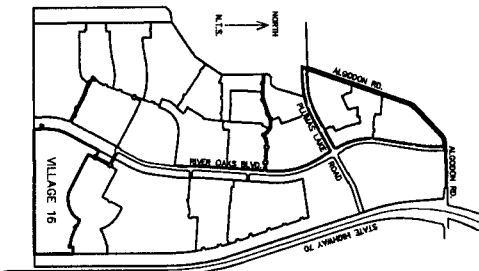
SURVEYOR'S STATEMENT:

THIS FINAL MAP INTITLED "TRACT MAP NO. 2004-37, 'HEARTLAND AT FIELDS LAKE'", WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. AT THE REQUEST OF RIO DEL ORO FARM, #2, LLC (IN AUGUST, 2003), I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET UPON COMPLETION OF THE REQUIRED SUBDIVISION IMPROVEMENTS OR BEFORE JANUARY 31, 2004, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED _____, 2013

RYAN VANCE L.S. 8229

VICINITY MAP



AREA IN SUBDIVISION	46.443 ACRES
AREA IN LOTS	39.113 ACRES
AREA IN STREETS	7.330 ACRES

COUNTY SURVEYOR'S STATEMENT:

HERBERT STATE THAT I HAVE EXAMINED THE FINAL MAP OF TA 2004-0037, HEARLAND AT PUMAS LAKE (FORMERLY, RIO DEL ORO VILLAGE 16), AND THAT THE MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBMISSION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.

MICHAEL G. LEE, PLS 7853
COUNTY SURVEYOR - COUNTY OF YUBA

TRACT MAP APPROVAL AND DEDICATION STATEMENT:

THE UNDERSIGNED OFFICER ON BEHALF OF THE COUNTY OF YUBA PURSUANT TO AUTHORITY CONFERRED BY SECTION 11.15.445, CHAPTER 11.15 OF TITLE XI OF THE YUBA COUNTY ORDINANCE CODE, HEREBY FINES THE FINAL MAP TO BE IN ACCORDANCE WITH THE CONDITIONALLY APPROVED TENTATIVE MAP AND THEREFORE HEREBY APPROVES THE WITHIN FINAL MAP OF TRACT MAP NO. 2004-0037.

THE UNDERSIGNED OFFICER ALSO ACCEPTS ON BEHALF OF THE PUBLIC THE IRREVOCABLE OFFER OF DEDICATION OF ITEMS A, B & C AS STATED IN THE HEREON OWNER'S STATEMENT.

SHOULD THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA DETERMINE THAT THE PUBLIC PURPOSE FOR WHICH PROPERTY WAS DEDICATED IN FEE SIMPLE NO LONGER EXISTS, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC PURPOSES, THE COUNTY OF YUBA SHALL RECONVEY THE ABOVE DESCRIBED PROPERTY TO UTILITIES, THE COUNTY OF YUBA SHALL RECONVEY THE ABOVE DESCRIBED PROPERTY TO THE GRANTEE, WHOSE CURRENT ADDRESS IS 417 7TH STREET, SUITE B, MARSHVILLE, CA 95901 OR TO THE SUCCESSOR(S) IN INTEREST PURSUANT TO GOVERNMENT CODE CODE SECTION 66477.5.

MICHAEL G. LEE, PLS 7853
COUNTY SURVEYOR - COUNTY OF YUBA

RECORDER'S STATEMENT:

FILED THIS DAY OF 20 , AT : M. IN
OF MAPS, AT PAGE , AT THE REQUEST OF STANTEC CONSULTING, INC
BOOK

TERRY A. HANSEN
YUBA COUNTY RECORDER

DOCUMENT NO. _____

BY: _____

NOTE:

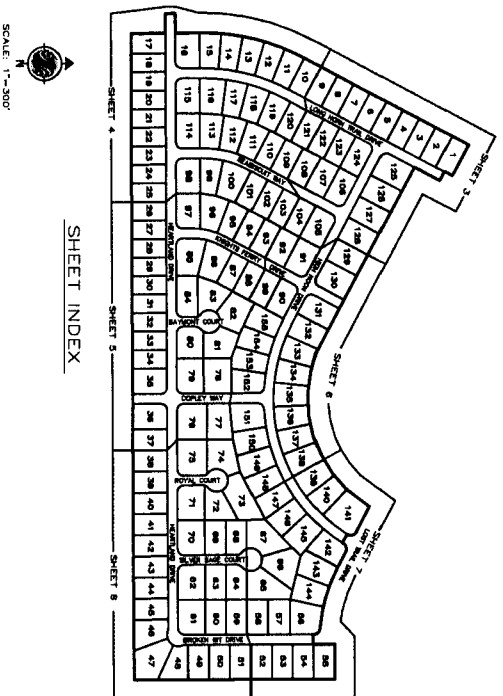
A STATEMENT OF TAX STATUS AND ADDITIONAL INFORMATION DOCUMENT FOR TM 2004-0057 FOR RIO DEL ORO FARMS #, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY CONTAINING INFORMATION NOT INTENDED TO AFFECT RECORD TITLE INTEREST BUT WHICH REFLECTS CERTAIN CONDITIONS OF APPROVAL FOR THIS MAP ARE BEING CONCURRENTLY RECORDED AT DOCUMENT NUMBER _____ OFFICIAL RECORDS OF YUBA COUNTY.

TRACT MAP NO. 2004-37 HEARTLAND AT PLUMAS LAKE

SHOWING A DIVISION OF LOT 16 AS SHOWN ON THE MAP OF
"RIO DEL ORO LARGE LOT FUND MAP" FILED IN
BOOK 75 OF MAPS, PAGE 22
YUBA COUNTY RECORDS, YUBA COUNTY CALIFORNIA
LYING WITHIN FRACTIONAL SECTION 32, T.14 N., R.4 E., M.D.M.

JULY, 2013

Stantec Consulting Inc.
SHEET 2 OF 8



TRACT MAP NO. 2004-37 HEARTLAND AT PLUMAS LAKE

SHOWING A DIVISION OF LOT 16 AS SHOWN ON THE MAP OF
"RIO DEL ORO LARGE LOT FINAL MAP" FILED IN
BOOK 75 OF MAPS, PAGE 22
YUBA COUNTY RECORDS, YUBA COUNTY CALIFORNIA
LYING WITHIN FRACTIONAL SECTION 32, T.14 N., R.4 E., M.D.M.
JULY, 2013

Stantec Consulting Inc.

SHEET 3 OF 8

LEGEND	
①	DIMENSION POINT, NOTHING SET
②	RECORD LOCATION FOR STANDARD MONUMENT WELL W/BASS DISK STAMPED LS 5614 PER (1)
③	SET STANDARD MONUMENT WELL W/BASS DISK STAMPED LS 8225
④	SET SLASH MARK IN TOP BACK OF CURB ON EXTENSION OF LOT LINE
⑤	SET 1/2 IRON PIPE W/PLASTIC CAP STAMPED LS 8225
⑥	FOUND 5/8 REBAR W/PLASTIC CAP STAMPED LS 7811 PER (2)
⑦	PUE PUBLIC UTILITY EASEMENT
⑧	PE PEDESTRIAN EASEMENT
⑨	LANDSCAPE EASEMENT
⑩	RAIL LINE
⑪	TOTAL

REFERENCE:

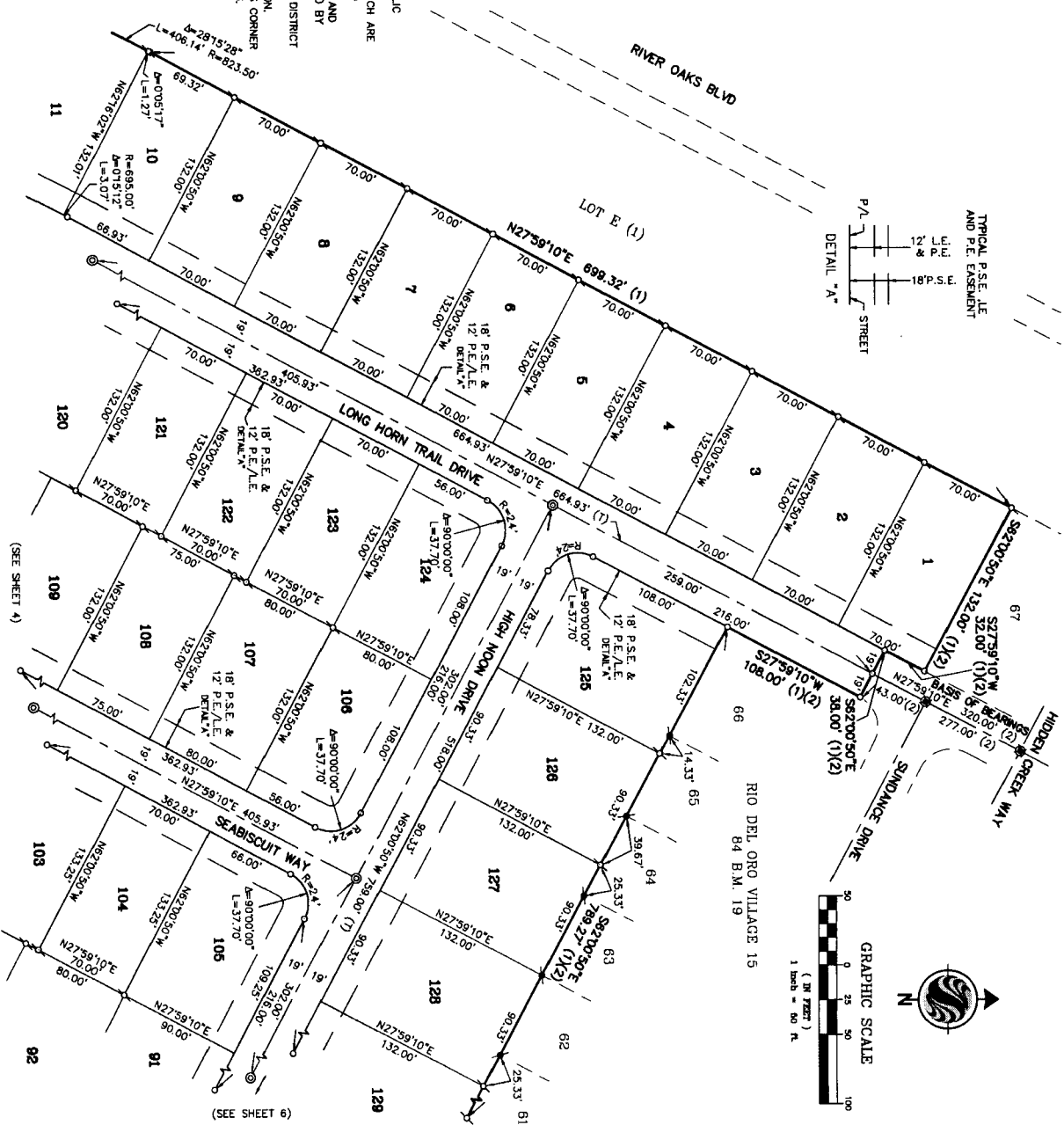
- TRACT MAP NO. 98-578 RIO DEL ORO LARGE LOT FINAL MAP, 75 B.M. 22 (1)
- TRACT MAP NO. 2004-41 RIO DEL ORO VILLAGE 15 FINAL MAP, 84 B.M. 19 (2)

NOTES:

- THIS SUBDIVISION CONTAINS 46.443 ACRES.
- A SOILS REPORT FOR THIS SUBDIVISION WAS PREPARED BY WALLACE-KUHL & ASSOCIATES IN AUGUST 2002. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE YUBA COUNTY BUILDING INSPECTOR. EASEMENTS THAT MAY AFFECT THE LOTS SHOWN HEREON, BUT WHICH ARE NOT SHOWN ON THIS MAP, ARE NOT SHOWN ON THIS MAP. THE YUBA COUNTY RECORDER, YUBA COUNTY, CALIFORNIA, IN THE FOLLOWING DOCUMENTS: 113 OR 199 PURPOSES FOR RECLAMATION DISTRICT 784 LATERAL RESERVED BY TITLE INSURANCE AND GUARANTY COMPANY.
- EASEMENTS FOR DRAINAGE AND INCIDENTAL PURPOSES FOR RECLAMATION DISTRICT 784 LATERAL PER 394 OR 6.
- DUE TO ROUNDING THE SUM OF DIMENSIONS MAY NOT EQUAL OVERALL DIMENSION.
- A 1/2" IRON PIPE W/PLASTIC CAP STAMPED "LS 8225" WAS SET AS A WITNESS CORNER 1' FROM THE REAR LOT CORNER, MEASURED ALONG THE LOT LINE, OF ALL LOTS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTELINE OF LONG HORN TRAIL DRIVE AS SHOWN ON THE T14 2004-41 "RIO DEL ORO VILLAGE 15 FINAL MAP" FILED IN BOOK 84 OF MAPS, PAGE 19, YUBA COUNTY RECORDS. SAID CENTELINE BEARS N27°59'10"E AND WAS ESTABLISHED FROM MONUMENTS SHOWN HEREON AS RECORD LOCATION.



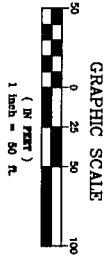
TRACT MAP NO. 2004-37

HEARTLAND AT PLUMAS LAKE

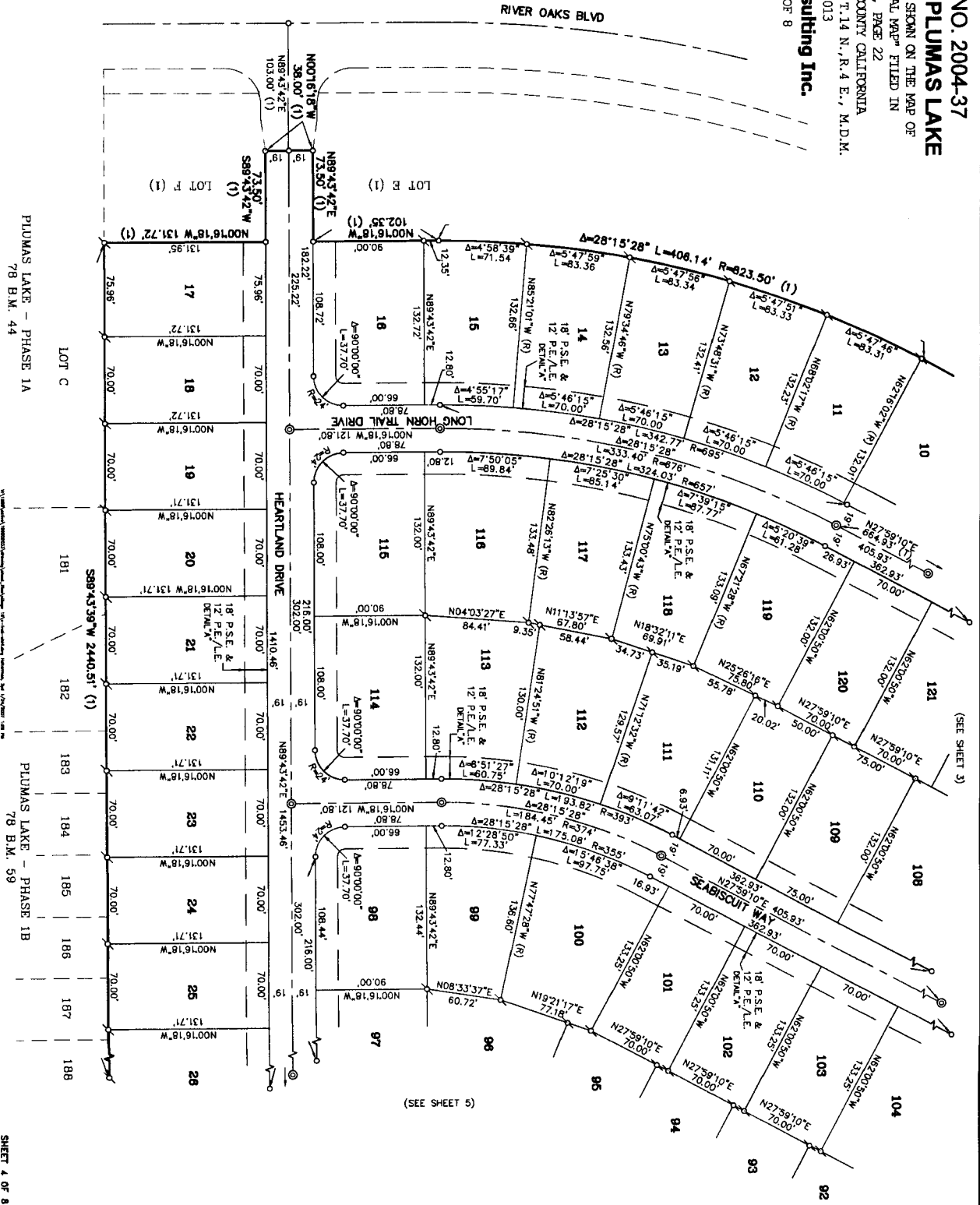
SHOWING A DIVISION OF LOT 16 AS SHOWN ON THE MAP OF
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YUBA COUNTY RECORDS, YUBA COUNTY, CALIFORNIA
LYING WITHIN FRACTIONAL SECTION 32, T. 14 N., R. 4 E., M.D.M.
JULY, 2013

Stantec Consulting Inc.

SHEET 4 OF 8



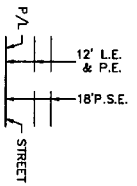
TYPICAL P.S.E. 12' AND P.E. EASEMENT
DETAIL "A"



(SEE SHEET 4)

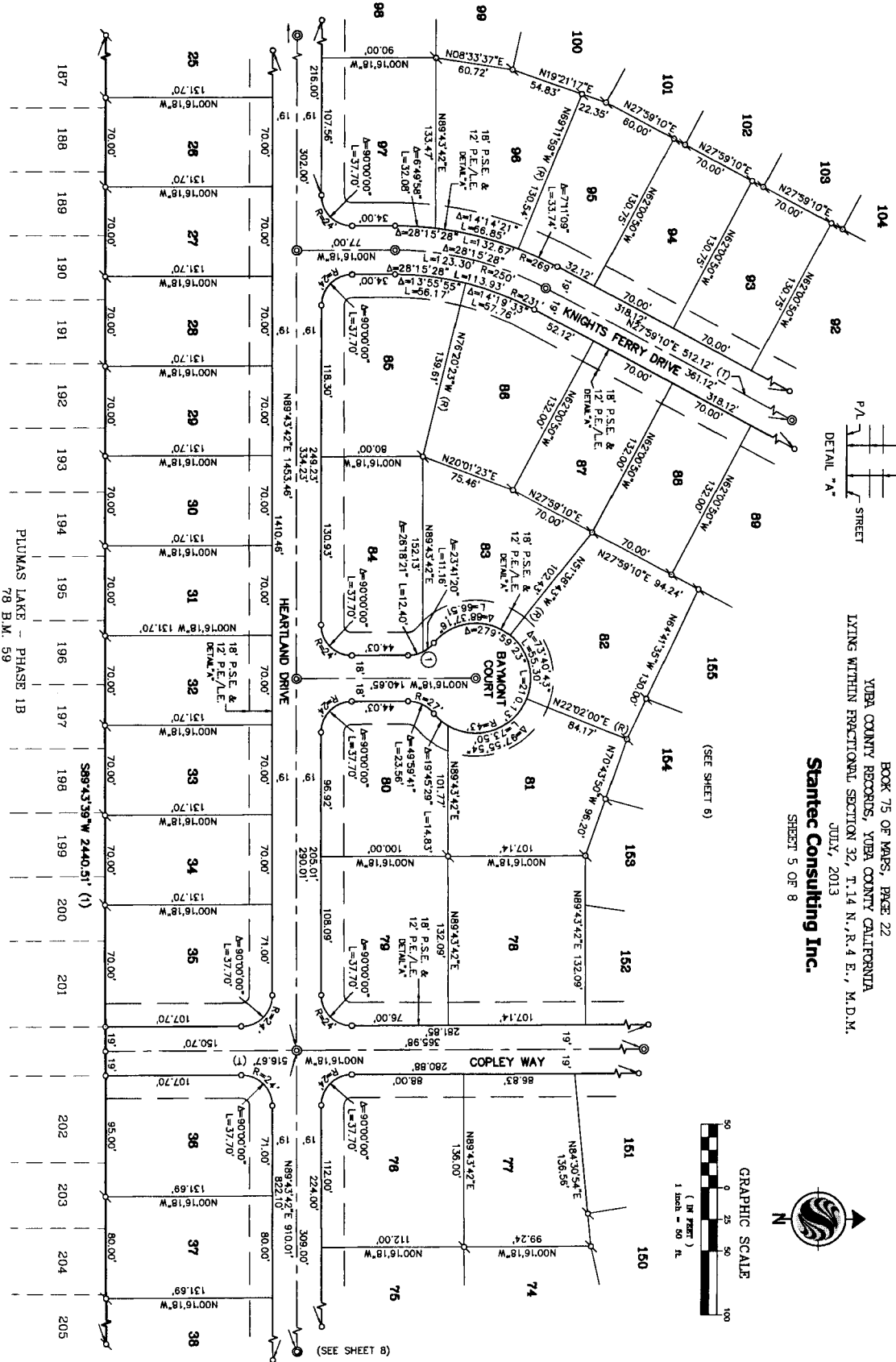
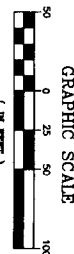
① $\Delta=49.59'41''$ $L=23.56'$ $R=27'$

TYPICAL P.S.E. LE
AND P.E. EASEMENT



TRACT MAP NO. 2004-37
HEARTLAND AT PLUMAS LAKE
SHOWING A DIVISION OF LOT 16 AS SHOWN ON THE MAP OF
"RIO DEL ORO LARGE LOT FINAL MAP" FILED IN
BOOK 75 OF MAPS, PAGE 22
YUBA COUNTY RECORDS, YUBA COUNTY CALIFORNIA
LYING WITHIN FRACTIONAL SECTION 32, T.14 N., R.4 E., M.D.M.
JULY, 2013

Stantec Consulting Inc.
SHEET 5 OF 8



PLUMAS LAKE - PHASE 1B
78 B.M. 59

YUBA COUNTY RECORDS, YUBA COUNTY CALIFORNIA

SHEET 5 OF 8

TRACT MAP NO. 2004-37

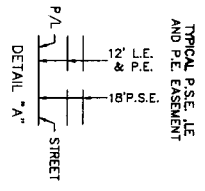
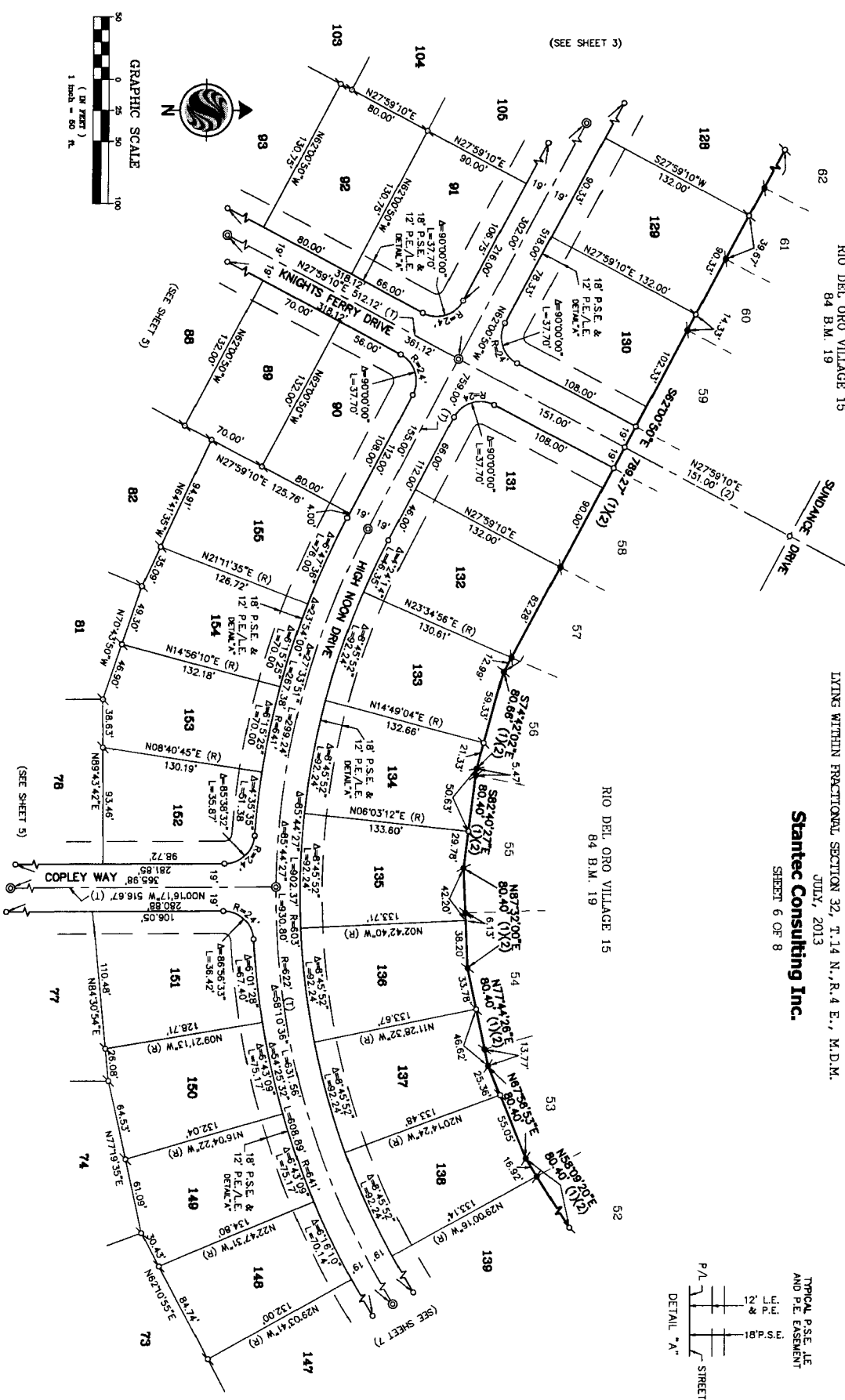
HEARTLAND AT PLUMAS LAKE

SHOWING A DIVISION OF LOT 16 AS SHOWN ON THE MAP OF
 "RIO DEL ORO VILLAGE LOT FINAL MAP" FILED IN
 BOOK 75 OF MAPS, PAGE 22
 YUBA COUNTY RECORDS, YUBA COUNTY, CALIFORNIA
 LYING WITHIN FRACTIONAL SECTION 32, T.14 N., R.4 E., M.D.M.

JULY, 2013

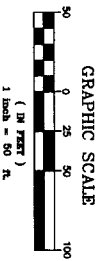
Stantec Consulting Inc.

SHEET 6 OF 8



SHOWING A DIVISION OF LOT 16 AS SHOWN ON THE MAP OF
"RIO DEL ORO LARGE LOT FINAL MAP" FILED IN
BOOK 75 OF MAPS, PAGE 22
YUBA COUNTY RECORDS, YUBA COUNTY CALIFORNIA
BEGINNING WITHIN FRACTIONAL SECTION 32, T.14 N., R.4 E., M.D.M.

Stantec Consulting Inc.



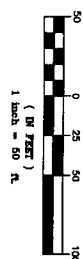
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YUBA COUNTY RECORDS, YUBA COUNTY CALIFORNIA
LYING WITHIN SECTIONAL SECTION 32, T.14 N., R.4 E., M.D.M.

Stantec Consulting Inc.

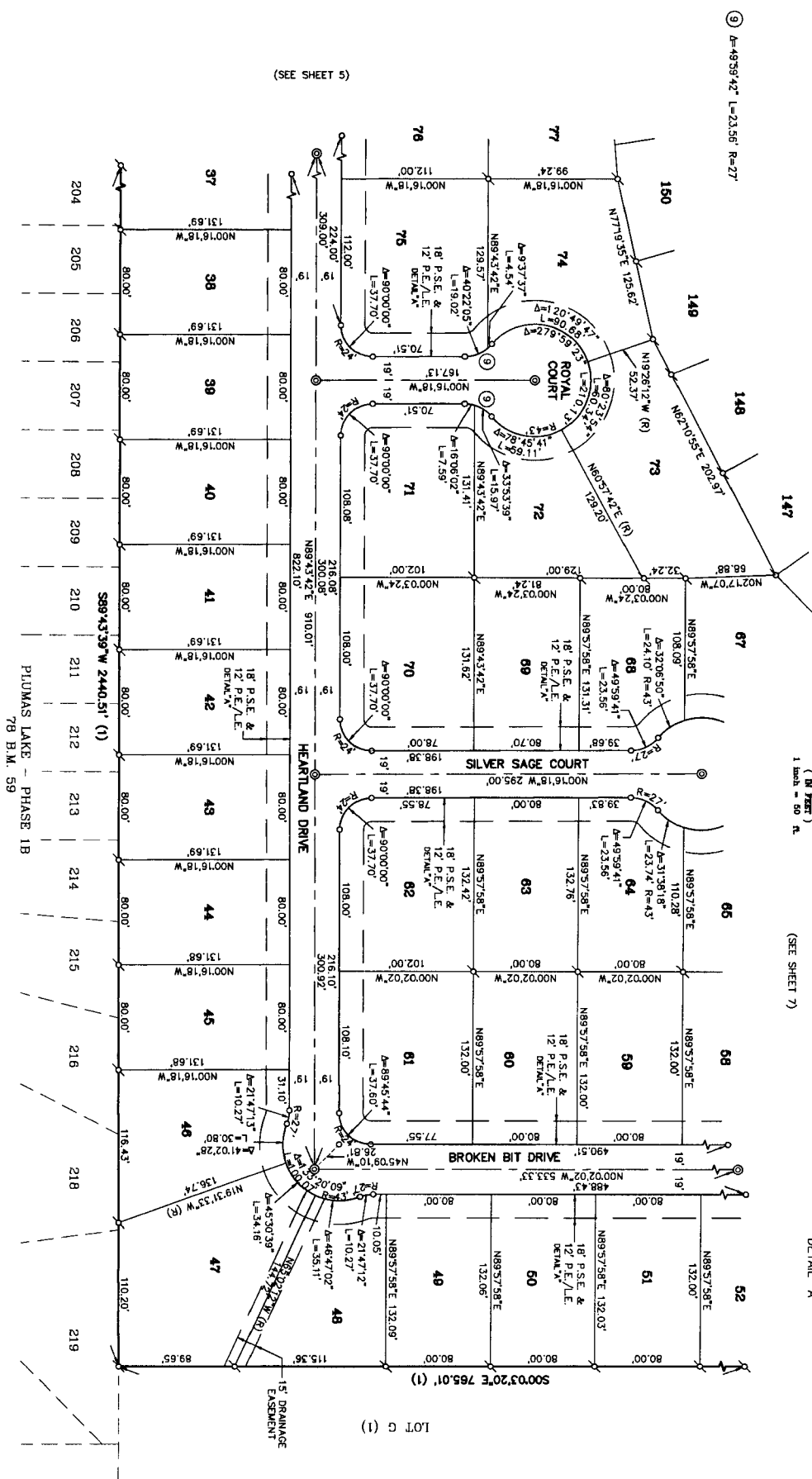
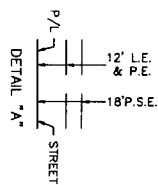
SHEET 8 OF 8



GRAPHIC SCALE



(SEE SHEET 7)

TYPICAL P.S.E., LE
AND P.E. EASEMENT

(SEE SHEET 5)

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SHEET 8 OF 8

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



BUILDING 457-13
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PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

Date: November 12, 2013

To: Yuba County Board of Supervisors

From: Kevin Mallen, Director of CDSA 
Sean Powers, Director of Finance and Administration 

Subject: Approve Resolution Authorizing Signatures of a Funding Agreement for the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Costal Protection Bond Act of 2006 (Proposition 84).

Recommendation:

Approve the attached resolution authorizing signatures of a funding agreement and related documents for funding under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Costal Protection Bond Act of 2006 (Proposition 84).

Background:

CDSA is seeking grant funds for water system improvements serving Gold Village. Prior to the State executing a Funding Agreement, Yuba County is required to adopt a resolution formally authorizing the Project and designating person(s) to sign the Funding Agreement and all related documents.

Discussion:

The resolution would authorize Sean Powers, Director of Finance and Administration, Kevin Mallen, Director of CDSA, or their successors to sign the Funding Agreement and all related documents.

This grant will fund the following improvements in Gold Village:

- Drill and Develop a Third Well
- Improve Telemetry and Supervisory Control and Data Acquisition (SCADA) system
- Water Meters Installation

Committee Action:

Due to time constraints on the grant, there has been no committee action. The Board was briefed in adopting the resolution declaring a local emergency in September 2013.

Fiscal Impact:

There will be no cost to the General Fund.

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

**RESOLUTION AUTHORIZING SIGNATURE OF A)
FUNDING AGREEMENT AND RELATED)
DOCUMENTS FOR FUNDING UNDER THE)
SAFE DRINKING WATER, WATER QUALITY)
AND SUPPLY, FLOOD CONTROL, RIVER AND)
COASTAL PROTECTION BOND ACT OF 2006)
(PROPOSITION 84))**

RESOLUTION NO. _____

WHEREAS, on October 1, 2013, County of Yuba acting on behalf of the River Highlands Community Services District applied to the California Department of Public Health (hereinafter referred to as the "State") for a \$228,100 grant under the Proposition 84, Emergency Grant Fund Program (hereinafter referred to as the "Proposition 84 Program"); and

WHEREAS, the State will consider issuing a Funding Agreement to County of Yuba committing grant funds under the Proposition 84 Program for P84E-5800820-002, (hereinafter referred to as the "Project"), subject to terms and conditions; and

WHEREAS, County of Yuba acknowledges and confirms the total Project cost to be an estimated \$228,100, of which \$228,100 is grant funding through the Proposition 84 Program; and

WHEREAS, prior to the State executing said Funding Agreement, County of Yuba is required to adopt a resolution formally authorizing the Project and designating person(s) to sign the Funding Agreement and any amendments thereto, to approve requests for reimbursement of claims, to sign the Budget and Expenditure Summary, to sign the certification of Project completion and to sign the final release form.

NOW, THEREFORE BE IT RESOLVED AND ORDERED, that County of Yuba is hereby authorized to carry out the Project, enter into a funding agreement with CDPH, and accept and expend Proposition 84 Emergency Grant funding for the Project;

BE IT FURTHER RESOLVED AND ORDERED, that Sean Powers, Director of Finance and Administration, Community Development, Kevin Mallen, Director of Community Development, or either of their successors is hereby authorized and designated to sign the Proposition 84, Emergency Grant Fund Program Funding Agreement for the Project and any amendments thereto, and

BE IT FURTHER RESOLVED AND ORDERED, that Sean Powers, Director of Finance and Administration, Community Development, Kevin Mallen, Director of Community Development, or either of their successors, is hereby authorized and designated to approve and sign requests for reimbursement of claims for the Project under the Proposition 84 Emergency Grant Fund Program; and

BE IT FURTHER RESOLVED AND ORDERED, that Sean Powers, Director of Finance and Administration, Community Development, Kevin Mallen, Director of Community Development, or either of their successors, is hereby authorized and designated to certify that the Project is complete; and

BE IT FURTHER RESOLVED AND ORDERED, that Sean Powers, Director of Finance and Administration, Community Development, Kevin Mallen, Director of Community Development, or either of their successors, is hereby authorized and designated to sign the Budget and Expenditure Summary for the Project under the Proposition 84 Emergency Grant Fund Program; and

BE IT FURTHER RESOLVED AND ORDERED, that Sean Powers, Director of Finance and Administration, Community Development, Kevin Mallen, Director of Community Development, or either of their successors, is hereby authorized and designated to sign a final release form for the Project.

BE IT FURTHER RESOLVED AND ORDERED, the authority granted hereunder shall be deemed retroactive. All acts authorized hereunder and performed prior to the date of this Resolution are hereby ratified and affirmed. State is authorized to rely upon this Resolution until written notice to the contrary, executed by each of the undersigned, is received by State. State shall be entitled to act in reliance upon the matters contained herein, notwithstanding anything to the contrary contained in the formation or governance documents of County of Yuba or in any other document.

BE IT FURTHER RESOLVED AND ORDERED, any and all actions, whether previously or subsequently taken by County of Yuba, which are consistent with the intent and purposes of the foregoing resolutions, shall be, and hereby are, in all respects, ratified, approved and confirmed

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

AYES:

NOES:

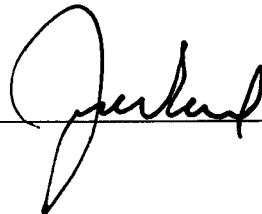
ABSENT:

ABSTAIN:

CHAIR

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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





SUTTER-YUBA MENTAL HEALTH SERVICES

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



458-13

Tom Sherry, MFT

Director of Human Services

Director of Mental Health/Alcohol & Drug Program Administrator

Administration Services

(530) 822-7200

FAX (530) 822-7627

STAFF REPORT

DATE: November 12, 2013

TO: Yuba County Board of Supervisors

FROM: Steve Marshall, MPA, Deputy Director of Mental Health-Administrative Services *AM*

SUBJECT: Approval of Agreement with Casa De Esperanza for Services to Victims of Domestic Violence and Their Children

Recommendation: It is the recommendation of the Director of Mental Health that the Board of Supervisors approve the contract between County of Yuba, operating through its joint powers agency, Sutter-Yuba Mental Health Services and Casa de Esperanza, a shelter for domestic violence, and authorize the Chairman of the Board to sign the contract. The Health and Human Services Committee was bypassed as this is an ongoing five year contract.

Background & Discussion: This is an ongoing contract that provides a crisis intervention community service facility primarily for the use of victims of domestic violence and their children. Casa de Esperanza operates a shelter for up to 30 individuals on a 24-hour per day seven day a week basis. Casa de Esperanza provides direct services to residents of the shelter including referral from medical assistance, peer counseling assistance and any other services required immediately by the victims of domestic violence or their children. The contract is for the period of July 1, 2011 to June 30, 2016.

The funding for this contract is derived from an additional fee placed on marriage licenses pursuant to Government Code Section 26840 *et seq.* and Welfare and Institutions Section 18290 *et seq.* The maximum reimbursement to Casa de Esperanza under this agreement is \$20.70 per marriage license issued in Yuba County. Reimbursement to Casa de Esperanza is limited to the actual number of marriage licenses issued in the County of Yuba and paid for in the County of Yuba during the period of July 1, 2011 through June 30, 2016.

Past Consideration of the Board: A similar contract was approved by the Board at the June 27, 2006 meeting.

Alternatives: None

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

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

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

Children's System of Care: 822-7478
Youth Services: 822-7513
Prevention Services: 822-1885

Other Department or Agency Involvement: The County Clerk will collect the funds and the Auditor's Office will disperse the money.

Action Following Approval: Chairman will sign the agreement.

Fiscal Impact: There is no impact on County General Fund.

Attachments or Document Enclosures:

Agreement

P:\MH Contracts\2013 CONTRACTS\Staff Reports\BOS\Casa de Esperanza-Yuba County Board 11-16.doc

AGREEMENT WITH CASA DE ESPERANZA

THIS AGREEMENT IS MADE AND ENTERED INTO this 1st day of July 2011 at Marysville, County of Yuba, California, by and between the COUNTY OF YUBA, operating through its joint powers agency, SUTTER-YUBA MENTAL HEALTH SERVICES as an entity, and hereinafter referred to as "COUNTY" and CASA DE ESPERANZA, a shelter for domestic violence, hereinafter referred to as "CASA".

WITNESSETH:

WHEREAS, within the COUNTY of Yuba there are a number of individuals who are currently being physically abused by persons with whom they reside; and,

WHEREAS, the California Legislature through its Senate Bill 1246 of 1980 determined that shelters for domestic violence should be reimbursed through a fee on marriage licenses; and,

WHEREAS, Yuba COUNTY needs crisis intervention shelter care services for persons who are victims of domestic violence and who meet all the requirements of Chapter 146 of the Statutes of 1980 (the Domestic Violence Center Act, Welfare and Institutions Code, Section 18290, et seq); and,

WHEREAS, CASA has the facility, expertise and experience to provide crisis intervention shelter services for victims of domestic violence;

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

1. **Duration of agreement:** The term of this Agreement shall cover the period of July 1, 2011, through June 30, 2016; provided however, if CASA ceases to operate its program in substantially the same manner as it is currently operated, this Agreement shall immediately terminate.
2. **Scope of Services:**
 - A. CASA shall operate a crisis intervention community service facility primarily for the use of victims of domestic violence and their children.
 - B. CASA agrees to operate a shelter for up to 30 individuals (victims of domestic violence and their children) on 24-hour per day, seven day a week basis.
 - C. CASA will provide direct services to residents of the shelter, including referral from medical assistance, peer counseling assistance and any other services required immediately by the victims of domestic violence or their children.

- D. CASA will provide supportive services to residents of the shelter, including referral for legal information and any other type of advocacy and services required by the unique circumstances of the particular residents and/or their children.
- E. CASA will provide a rescue (transportation) service to victims of domestic violence and their children who are unable to reach the shelter on their own.
- F. In addition to the above identified items, CASA will provide or cause to be provided, the following:
 - 1. Referral for medical services, both emergency and follow-up in those cases where the victims of domestic violence and/or their children require assistance relative to the physical trauma associated with physical abuse.
 - 2. Financial assistance to provide the victims of domestic violence and/or their children with incidentals and other items required to remain away from home for the period required.
 - 3. Referral for legal information for the physical safety of the victims of domestic violence and their children.
- G. CASA agrees to maintain the following specific services on a 24-hour, seven day a week basis:
 - 1. Shelter.
 - 2. switchboard for crisis calls.
 - 3. Temporary housing and food facilities
 - 4. Psychological support and peer counseling
 - 5. Referrals to existing services in the community and follow-up on the outcome of the referrals.
 - 6. A drop-in center to assist victims of domestic violence who have not yet made the decision to leave their homes or who have found other shelter but who have need for support services.
 - 7. Arrangements for school age children to continue their education during their stay at the shelter.
 - 8. Emergency transportation to the shelter and, when appropriate, arrangements with local law enforcement for assistance in providing such transportation.

H. In addition to all services identified in this Agreement to the extent possible and in conjunction with already existing services, CASA will provide a method of obtaining the following services for victims of domestic violence:

1. Medical Care.
2. Legal Assistance.
3. Psychological support and counseling.
4. Information regarding re-education, marriage and family counseling, job counseling and training programs, housing referrals and other available social services.

3. **SUPERVISION OF SERVICES:** All services offered by CASA shall be under the general supervision and control of the Director of CASA and the Board of Directors of CASA, and shall permit such director to supervise and specify the kind, quality, amount of service, and criteria for determining the persons to be served.

4. **ELIGIBILITY FOR SERVICES:** All residents of Yuba COUNTY who feel that they need or desire the services of CASA are eligible for said services at the discretion of the Director of CASA and the Board of Directors of CASA. CASA agrees to furnish said services to all clients accepted by CASA and further agrees:

- A. To have available to the public a written statement of admission policies which shall include a provision that persons are accepted for services without discrimination on the basis of race, color, religion, national origin, ancestry, age, sex, or handicap.
- B. Not to employ discriminatory practices in admissions of clients, employment of personnel, or in any other aspect on the basis of race, color, religion, national origin, ancestry, age, sex, or handicap.

5. **COST OF SERVICES:** COUNTY shall pay to CASA on a quarterly basis those funds derived from an additional fee placed on marriage licenses pursuant to Government Code sections 26840 et seq. and Welfare and Institutions sections 18290 et seq. The total additional fee from marriage licenses shall not exceed Twenty-three Dollars (\$23.00), less ten percent (10%) for the administrative cost of identifying and disbursing the fees; thus, the maximum reimbursement to CASA via this Agreement is Twenty Dollars and Seventy Cents (\$20.70) per marriage license issued in Yuba COUNTY. Reimbursement of COUNTY to CASA is limited to the actual number of marriage licenses issued in the COUNTY of Yuba and paid for in the COUNTY of Yuba during the period of July 1, 2011, through June 30, 2016. The COUNTY makes no guarantee as to the number of licenses which will be issued, nor to the reimbursement to CASA as a result of marriage licenses issued by the COUNTY of Yuba.

Payment for 2011-2016 will be made to CASA on a quarterly basis by the Auditor-Controller of the COUNTY of Yuba from the Clerks-Marriage License fund.

The Auditor-Controller will notify the Director of Sutter-Yuba Mental Health Services of the amount paid to CASA each quarter.

Both CASA and COUNTY understand and acknowledge the COUNTY's obligation to reimburse CASA pursuant to this Agreement is limited to funds generated from marriage license fees and no guarantees or assurances are made as to the total dollar amount which will be allocated to CASA de Esperanza. It is further understood that any statutory changes to fee amounts enacted after execution of this Agreement shall supersede, without further action of the parties, the amount due hereunder.

6. **STAFFING:** CASA agrees that staffing of the program will include eight full-time positions and up to twenty part-time volunteer positions. During the term of this Agreement CASA agrees to maintain the following positions:

- A. Project Director, full time
- B. Seven counselors, full time
- C. One bookkeeper,/clerical person, part-time

CASA further agrees to maintain staffing in the shelter facility at all times during which there are clients present in the facility.

CASA agrees that their staff will attempt to achieve community support and acceptance of their program by advocating the program to community representatives from groups within the community.

Volunteers shall be trained and used to maximum capacity in the delivery of service.

CASA agrees that inasmuch as the programs are to serve a variety of cultural backgrounds to the extent feasible, a portion of the program's personnel shall be bilingual. An effort shall be made to recruit former battered spouses as staff members.

CASA agrees that it shall make every attempt through staff efforts to qualify the CASA program for any and all available federal funding.

CASA agrees that its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of the COUNTY of Yuba or Sutter-Yuba Mental Health Services.

Equal employment opportunity will be assured in the personnel system and affirmative action provided in the administration of this Agreement. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliation or because of race, national origin, age, sex, physical disability or other non-merit factors will be prohibited.

CASA agrees to require those of its staff, volunteers, officers and directors subject to Penal Code §11165 et seq. and Welfare and Institutions Code §15634, to report all incidents of suspected child abuse, elder abuse and other suspected violations of law to the agency having responsibility to receive such reports. All reports shall be made via telephone or in person within three hours of CASA staff, volunteers, officers or directors being aware of the suspected abuse or suspected violation of law and in writing within thirty-six (36) hours of the incident subject to report. Nothing herein shall be construed to require or suggest that impermissible disclosure of confidential information is required.

7. **MONITORING PROVISIONS:** CASA and COUNTY agree that the Sutter-Yuba Mental Health Services is empowered by the COUNTY of Yuba to act as monitor of CASA for purposes of this Agreement. The role of monitor includes fiscal monitoring as well as monitoring for Section 504 of the Rehabilitation Act of 1973 requirements and other program compliance issues specified in this Agreement.
8. **LICENSURE:** If licensure is required for operation of the CASA facility or program, CASA agrees to seek and maintain licensure for their facility and programs at all times during the duration of this Agreement. CASA will demonstrate to COUNTY that the appropriate licensure has been received or that no licensure is required.
9. **ASSIGNMENT PROHIBITED:** Neither party shall assign this Agreement nor any other interest therein without the written consent of the other party first had and obtained. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. Any such non-consented assignment may be, at the option of the non-consenting party, considered a termination of this Agreement.
10. **TERMINATION:** This Agreement may be terminated by either party by giving thirty (30) days notice to the other party in writing of intention to terminate.
11. **INDEMNIFICATION:** CASA shall hold harmless, indemnify and defend the Sutter-Yuba Mental Health Services and the COUNTY of Yuba with regard to all claims arising out of the provisions of service by CASA pursuant to this Agreement, including claims arising out of negligence or intentional acts by CASA's own officers, agents and employees. So long as this Agreement is in effect, CASA shall maintain with regard to their facility public liability and errors

and omissions insurance with limits of no less than One Million Dollars (\$1,000,000.00) per person per incident. CASA shall supply Sutter-Yuba Mental Health Services and the COUNTY of Yuba with a certificate of insurance in this amount and said policy shall provide that cancellation or amendment must be preceded by at least ten (10) days prior written notice to Sutter-Yuba Mental Health Services addressed as provided for notices herein.

The insurance carried by CASA will identify Sutter-Yuba Mental Health Services and the COUNTY of Yuba as additional insureds on the policy of insurance.

12. **GOVERNING LAW:** This Agreement is made in the State of California and shall be construed, interpreted and governed by the laws of such State.
13. **NOTICES:** Any notices required or permitted hereunder shall be sufficiently given if personally delivered or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

CASA DE ESPERANZA: Casa de Esperanza
Post Office Box 56
Yuba City, CA 95991

COUNTY: Sutter-Yuba Mental Health Services
Attn: Assistant Director of Human
Services for Mental Health
1965 Live Oak Blvd.
P. O. Box 1520
Yuba City, CA 95992

or to such other address as shall be furnished in writing be either party to the other party. Any such notice shall be deemed to have been given, if mailed, as of the date mailed and if personally delivered, as of the date delivered.

14. **NON-DISCRIMINATION:** Throughout the duration of this Agreement, CASA and CASA's agents, representatives, employees, contractors and subcontractors (CASA for this section) shall not unlawfully discriminate against any employees or applicant for employment or for treatment or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CASA shall not unlawfully discriminate in services provided under this Agreement. CASA shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such unlawful discrimination. CASA shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section

12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CASA and its subcontractor's 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. CASA shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement. CASA shall include the non-discrimination and compliance provisions of this paragraph in all subcontracts to perform work under this Agreement.

15. **NON-DISCRIMINATION – HANDICAPPED PERSONS:** In addition to application of the non-discrimination provisions of this Agreement, above, CASA agrees to also comply with all provisions of Section 504 et seq. of the Rehabilitation Act of 1973, pertaining to the prohibition of discrimination against qualified handicapped persons, in all programs or activities, as an employee or recipient of services, as detailed in regulation signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Registry, Volume 42, No. 86, dated May 4, 1977, as it exists or may be hereafter amended, together with all succeeding legislation or under the provisions of 29 U.S. Code, Section 704, et seq. and all succeeding legislation.
16. **CONFLICT OF INTEREST:** Neither a COUNTY employee whose position in the COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such an employee, shall be employed in any capacity by CASA herein, or have any other direct or indirect financial interest in this Agreement.
17. **WAIVER OF DEFAULT:** No waiver of any default by any party to this Agreement shall be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless stated to be such, in writing, by all concerned parties and attached to the original Agreement. COUNTY's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of COUNTY's consent to or approval of any subsequent act by CASA.
18. **SEVERABILITY:** If any portion of this Agreement or application thereof to any party or circumstance is declared invalid by a court of competent jurisdiction, or is in contravention of any federal, state or local statute, ordinance or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect, and to that extent the provisions of the Agreement are declared severable.

19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties relating to the rights, duties, obligations and transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are superseded hereby.
20. **MODIFICATION:** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
21. **ATTORNEY'S FEES:** If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever; including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
22. **JOINT AND SEVERAL LIABILITY:** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
23. **CAPTIONS:** Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope of the intent of this Agreement or any of the terms hereof.
24. **LAW AND VENUE:** Any action at law or in equity brought by one or more of the parties hereto for the purpose of enforcing a term, condition, right or obligation provided for by this Agreement shall be governed by the laws of the State of California and shall be tried in a Court of competent jurisdiction in the COUNTY of Yuba, State of California; and the parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county or state.
25. **GENDER AND NUMBER:** As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include all genders.
26. **CALIFORNIA TORT CLAIMS ACT:** Notwithstanding any term or condition of the Agreement, the provisions and related provisions of the California Tort Claims Act, Division 3.6 (commencing at Section 810) of Title 1 of the Government Code,

are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct by any party under the terms and conditions of this Agreement.

27. PARTY: The word "party" or "parties" means CASA, or any other party to this Agreement, as the context may require.

28. AUTHORITY:

A. If CASA is a corporation or partnership, each individual executing this Agreement on behalf of CASA represents and warrants (1) that such individual is duly authorized to execute and deliver this Agreement on behalf of CASA in accordance with a duly adopted resolution of the Board of Directors of CASA, if CASA is a corporation, or a duly adopted resolution of the partners of CASA, if CASA is a partnership, or in accordance with the rules and regulations of the CASA, including bylaws, if CASA is a corporation, or partnership agreement, if CASA is a partnership, and (2) that this Agreement is binding upon the CASA.

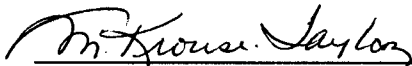
B. If CASA is a corporation or partnership, CASA shall within thirty (30) days after execution of this Agreement deliver to the person designated by this Agreement to receive notices for the COUNTY, a certified copy of a resolution of the Board of Directors of the CASA, if CASA is a corporation, or a certified copy of a resolution of the partners of CASA, if CASA is a partnership, authorizing or ratifying the execution of this Agreement.

29. AMBIGUITIES NOT HELD AGAINST DRAFTER: This Agreement having been freely and voluntarily negotiated by all parties, the rule of the contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Agreement.

30. COMPLIANCE WITH LAW: The parties agree to abide by all lawful laws, regulations, and orders applicable to this Agreement, the subject matter hereof and the discharge of the obligations created hereby.

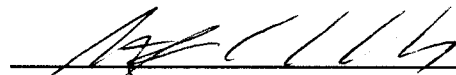
IN WITNESS WHEREOF, the parties have executed this Agreement at Marysville, California, on the date first set forth above.

CASA DE ESPERANZA, INC.



Marsha Krouse-Taylor

SUTTER-YUBA MENTAL HEALTH SERVICES



Stephen Marshall
Deputy Director of Mental Health-Administrative Services

YUBA COUNTY BOARD OF SUPERVISORS

Chair

ATTEST:
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



County Counsel



COUNTY

DEPARTMENTS

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone: (530) 749-5430
915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5440 459-13

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
749-5420 • Fax 749-5434

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

TO: Board of Supervisors

FROM: Tejinder Maan/Environmental Health Director
Paul Donoho/Environmental Health Supervisor

SUBJECT: Approval of a Resolution to renew the Local Primacy Agency (LPA) small water system delegation agreement with the California Department of Public Health (CDPH) and also apply for LPA funding from the CDPH.

DATE: October 29, 2013

Recommendation: Authorize the Chair of the Board of Supervisors to approve a Resolution authorizing the Director of Environmental Health to renew the LPA delegation agreement and apply for and enter into an agreement with the State of California for a grant to implement the LPA Small Water System Program in the amount of \$164,000.00, administered by the CDPH.

Background: Yuba County has an existing delegation agreement to perform the functions of an LPA. Grant funds are being made available, on a one-time basis, to rural agencies to improve local programs with regards to the oversight of small water systems. These funds must be used to reimburse the LPA program for increased inspection, enforcement, and program development in the small water system program administered by LPAs.

Discussion: Renewal of the delegation agreement adds several new data requirements to the LPA functions and must be done to apply for the grant. This grant provides funds to improve and fund the LPA Program. The funding will be used to reimburse the Yuba County Environmental Health Department for expenses that are not covered by the current single fee structure in regards to implementing and improving the LPA Program.

Committee: The Public Works and Land Use Committee was bypassed due to cancelled meetings and time constraints.

Fiscal Impact: The Environmental Health Department proposes to renew the LPA delegation agreement with the CDPH and to receive a grant which provides funding to implement the LPA Program. The funds received from this grant will reimburse the Environmental Health Department for currently unreimbursed expenses in implementing the LPA functions. There is no fiscal impact to the general fund.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:)
) Resolution No. _____
RESOLUTION AUTHORIZING THE DIRECTOR OF)
ENVIRONMENTAL HEALTH TO RENEW THE)
LOCAL PRIMACY AGENCY AGREEMENT,)
APPLY FOR A ONE TIME FUNDING GRANT FROM)
THE CALIFORNIA DEPARTMENT OF PUBLIC)
HEALTH; AND ACCEPT THE GRANT UPON AWARD)

WHEREAS, funds are allocated and available from the California Department of Public Health for grants to delegated Local Primacy Agencies (LPA) to perform oversight of local small water systems; and,

WHEREAS, the California Department of Public Health has been delegated the responsibility for the administration of the water system program within the state, setting up necessary procedures governing LPA counties under the program; and,

WHEREAS, the applicant will enter into a delegation agreement with the State of California for implementation of a LPA program and grant agreement for the purpose of improving and conducting the daily business of the LPA.

NOW, THEREFORE, be it resolved that the Yuba County Board of Supervisors authorizes the submittal of an application to the California Department of Public Health for the delegation agreement and Local Primacy Agency grant.

BE IT FURTHER RESOLVED the Board of Supervisors authorizes and empowers the Director of the Yuba County Environmental Health Department to execute in the name of Yuba County all necessary applications, contracts, payment requests, agreements and amendments thereto for the purposes of renewing the delegation agreement and securing grant funds to implement and carry out the purposes specified in the agreement and application.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors authorizes the Director of the Yuba County Environmental Health Department or his or her designee to accept the grant award, and to execute all necessary applications, contracts, payment requests, agreements, amendments thereto, and any other documents necessary, for the purposes of accepting and administering the grant funds in order to carry out the purposes of the grant and primacy delegation authority.

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:

ABSTENTION:

ABSENT:

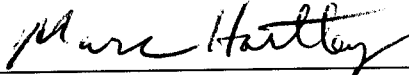
YUBA COUNTY

By: _____
Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM



For: Angil Morris-Jones, County Counsel

SRF Set-Aside
Funding Agreement

STATE OF CALIFORNIA

HEALTH AND HUMAN SERVICES AGENCY
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

GRANT FUNDING AGREEMENT
BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
AND
THE COUNTY OF YUBA

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1. County Authorization (Article A-3(d))
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3. Fiscal Agent Agreement (Article A-8)

STATE OF CALIFORNIA

HEALTH AND HUMAN SERVICES AGENCY
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

GRANT FUNDING AGREEMENT
BETWEEN
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
AND
THE COUNTY OF YUBA

THIS AGREEMENT, is entered into between the State of California Department of Public Health, herein referred to as "State," and the County of Yuba, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as "County," which parties do hereby agree as follows (the "Agreement"):

SECTION 1. PURPOSE OF FUNDING

This Agreement provides funding in the form of a grant made by State to the County under the provisions of the Federal Safe Drinking Water Act, 42 U.S.C. 300 j-12 et seq., (the "Act"), and the Safe Drinking Water State Revolving Fund Law of 1997, Health and Safety Code, section 116760.10 et seq., (the "State Act"), and in conformance with the Local Primacy Agency Program (the "LPA Program"), as detailed in the Local Primacy Delegation Agreement (the "LPDA") entered into on _____, 2013. Grant funds may be used only for the operation of the LPA Program as required by this Agreement and the LPDA, which action is herein referred to as the "Project."

County is solely responsible for the designated local primacy agency (the "LPA") in the regulation, operation, monitoring, reporting, and maintenance of the Project; and for all persons or entities engaged in such work, including but not limited to contractors, subcontractors, suppliers, and providers of services.

SECTION 2. INCORPORATION OF OTHER DOCUMENTS

This Agreement incorporates by this reference the LPDA, the Fiscal Agent Agreement, Exhibit A: "Standard Conditions," and Exhibit B: "Special Terms and Conditions."

The County accepts and agrees to comply with all terms, provisions, and conditions of this Agreement, including all incorporated documents and exhibits thereto, and to fulfill all assurances, declarations, representations, and statements made by County in receiving its grant for funding.

SECTION 3. GRANT FUNDING

Subject to the availability of funds and in accordance with the terms of this Agreement, State will provide grant funding to County in accordance with County's water system inventory, submitted pursuant to Article A-3(b). State shall utilize the following guidelines in calculating the Grant Amount to be awarded to County:

- (a) \$4000 for each community water systems;
- (b) \$3000 for each non-transient non-community water systems;
- (c) \$1500 for each transient non-community water systems.

The different categories of water systems set forth above are as defined by Health and Safety Code, section 116275. The total Grant Amount is set forth in Exhibit B.

SECTION 4. SPECIAL TERMS AND CONDITIONS

County shall satisfy the special terms and conditions set forth in Exhibit B. Failure by County to satisfy the special terms and conditions may, at the option of State, result in cancellation of this Agreement under Article A-7 of the Standard Conditions, and/or declaration that County is in default pursuant to Article A-24 of the Standard Conditions.

SECTION 5. PROJECT OFFICIALS AND NOTICES

State's Grant Administrator shall be the Chief, Drinking Water Technical Programs Branch, Division of Drinking Water and Environmental Management, California Department of Public Health. All communications given to State's Grant Administrator shall be deemed given to State.

State's Grant Administrator shall be State's representative for administration of this Agreement, and shall have authority to make recommendations and findings with respect to each controversy arising under or in connection with this Agreement. All such recommendations and findings shall be communicated to the Chief, Division of Drinking Water and Environmental

Management of the California Department of Public Health, and disputes shall be resolved in accordance with Article A-22 of the Standard Conditions.

County's Grant Administrator shall be its Director of Environmental Health. County's Grant Administrator shall be County's representative for administration of this Agreement. All communications given to County's Grant Administrator shall be deemed given to County.

Either party may change its Grant Administrator upon written notice to the other party.

Notices required to be given in writing by County under this Agreement shall be sent to:

State of California
California Department of Public Health
Division of Drinking Water and
Environmental Management
Attention: Small Water Systems Unit
1616 Capitol Avenue, MS 7408
Post Office Box 997377
Sacramento, California 95899-7377

Notices required to be given in writing by State under this Agreement shall be sent to:

The County of Yuba
Community Development & Services Agency
Attn: Director of Environmental Health
915 8th Street, Suite 123
Marysville, CA 95901

A change of address for delivery of notice may be given by written notice to the other party.

All written notices that are required either expressly or by implication to be given by one party to the other under this Agreement shall be signed for State by its Grant Administrator and for County by its Grant Administrator. Except as otherwise expressly required by this Agreement, all such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed postage-prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

SECTION 6. MISCELLANEOUS PROVISIONS

SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

GOVERNING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

LEGAL CAPACITY

County hereby warrants and represents that it has the authority to enter into this Agreement.

VENUE

The parties agree that venue of any action between the parties arising out of this Agreement, including disputes that may arise following termination of the Agreement, shall be County of Sacramento, State of California.

[Signature Page to Follow]

DATE OF EXECUTION

Date of Execution of this Agreement is the date of the latest in time execution by a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Approved as to Legal Form
and Sufficiency:

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

By _____
Signature

By _____
Signature

Print Name

Print Name

Title

Title

Date

Date

Approved as to Legal Form
and Sufficiency:

THE COUNTY OF YUBA

By Marc Hartley
Signature

By _____
Signature

Marc Hartley
Print Name

Tejinder S. Maan, R.E.H.S.
Print Name

Deputy County Counsel
Title

Director of Environmental Health
Title

October 25, 2013
Date

Date

EXHIBIT A

STANDARD CONDITIONS

ARTICLE A-1. DEFINITIONS

Whenever in this Agreement the following terms are used, their meaning shall be as follows unless the context clearly requires otherwise:

Eligible Project Costs -- Those Project costs which are eligible for funding under the Act and applicable State law and implementing guidelines, and this Agreement.

Grant Amount -- The total amount to be disbursed to County under this Agreement and the Fiscal Agent Agreement, as specified in Exhibit B.

Fiscal Agent -- A person identified by the Fiscal Agent Agreement who shall perform various obligations as set forth in such Fiscal Agent Agreement.

Public Water System or Public Water Supply System -- A system for the provision to the public of water for human consumption, as defined in Part 12, Chapter 4 (commencing with Section 116270), of Division 104 of the Health and Safety Code, as it may be amended.

ARTICLE A-2. TERM OF AGREEMENT

Subject to the provisions of Article A-7, this Agreement shall become effective on the Date of Execution and shall remain in effect for one year from the Date of Execution or until the Fiscal Agent has disbursed the entire Grant Amount, whichever occurs first.

ARTICLE A-3. BASIC CONDITIONS PRECEDENT

Notwithstanding any other term of this Agreement, State shall have no obligation to cause funds to be disbursed under this Agreement unless and until:

(a) Minimum LPA Requirements. County shall meet the following minimum requirements:

1. LPA must ensure that all small public water systems within the LPA's jurisdiction (i) perform the required water quality monitoring, (ii) review the water quality monitoring results when they are submitted, and (iii) act in accordance with the requirements of the LPDA and applicable law.

2. LPA must ensure that all small public water systems are issued enforcement actions for any failure of a primary drinking water standard or any monitoring and reporting violation.
3. LPA must ensure that all current water supply permits are approved and on file, including those for new treatment processes or new sources.
4. LPA must ensure that all required data reporting elements are reported to CDPH-SWS Unit in a timely and accurate manner consistent with the requirements of 22 CCR §64257.

State has the sole discretion to determine that Minimum LPA Requirements are met by County .

- (b) Water System Inventory. County shall ensure that its water system inventory is fully updated and accurate. County shall submit its inventory to State, and this inventory will be used by State to determine the Grant Amount to be awarded to County. Small Water Systems (SWS) Unit staff will work with the LPA to verify that the submitted data is of acceptable quality and that the water systems are properly classified to meet SDWIS data migration rules.
- (c) Execution of the LPDA. County executes the LPDA and agrees to meet all applicable Project milestones as specified under Article A-5.
- (d) County Authorization. County has provided satisfactory documentation of the action taken by its governing body authorizing it to enter into this Agreement and the LPDA, and designating a representative to execute this Agreement and the LPDA and to sign claim(s) for disbursement of funds (**Attachment 1** of this Agreement).

ARTICLE A-4. COMPLIANCE WITH LAWS, REGULATIONS, AND PERMIT REQUIREMENTS

County shall at all times comply with, and require its employees, contractors and subcontractors, if any, to comply with, all applicable federal and state laws, rules and regulations, permits, and all applicable local ordinances, including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations, permits, and ordinances.

ARTICLE A-5. PROJECT MILESTONES

County shall complete the following Project milestones:

- (a) Data Elements. Within 30 days after the Date of Execution, the County shall submit all required data elements through the electronic data transmission (EDT)

process in the then current format (.FTM files) for the SDWIS Unit to migrate data into SDWIS.

- (b) Full Database Submission. Within 30 days after the Date of Execution, the County shall submit all records residing in its database for all required elements as specified in 22 CCR §64257.
- (c) Correction of Data Errors. Within 30 days after the Date of Execution, the County shall begin work with the SWS Unit staff to correct any data errors generated and shall re-submit the corrected data when it becomes reasonably available via the EDT process to the State.
- (d) EAR Submission. Within 60 days after the Date of Execution, the County shall ensure that: (i) all community and non-transient non-community water systems under their jurisdiction have received written notice of the EAR reporting requirements; and (ii) all 2012 electronic annual reports (EARs) submitted by active community and non-transient, non-community water systems have been reviewed and accepted by the LPA. County shall use reasonable efforts to follow up with any delinquent water systems to secure the submission of the EAR.
- (e) LPA Work Plan. Within 60 days after the Date of Execution, the County shall submit the FY 2013-2014 LPA Annual Work Plan to its designated District Engineer.
- (f) Provision of Source Class Codes. By 120 days after the Date of Execution, the County shall begin to submit new or updated source class codes for all active ground water, surface water, GWUDI water sources, and treatment plants to SWS Unit staff who shall manually enter same into PICME/SDWIS.

ARTICLE A-6. DISBURSEMENTS BY STATE

Subject to the availability of funds and in accordance with the terms of this Agreement, Fiscal Agent will provide the Grant Amount to County pursuant Article A-8 in three separate disbursements as set forth below.

(a) Claims

Upon completion of the conditions precedent or relevant Project milestones County shall request a disbursement by submitting to State a claim documenting the completion of the applicable conditions precedent or Project milestones

necessary to initiate each disbursement. A claim for disbursement of funds shall be provided in the form of **Attachment 2** to this Agreement.

(b) **Disbursements**

Following the review and approval of a claim by State, State will provide instructions to and authorize the Fiscal Agent to disburse grant funds to County in an approved amount, subject to the availability of funds (each a "Disbursement"). Any and all funds disbursed to County under this Agreement shall be used solely to pay Eligible Project Costs.

State shall utilize the following Disbursement schedule to award the Grant Amount to County:

1. Disbursement 1: State shall award the first Disbursement, 34% of Grant Amount under this Agreement, upon the execution of this Agreement.
2. Disbursement 2: State shall award the second Disbursement, 33% of Grant Amount under this Agreement, upon satisfactory completion of Project milestones specified in Article A-5 (a), (b) and (c).
3. Disbursement 3: State shall award the third and final Disbursement, 33% of Grant Amount under this Agreement, upon satisfactory completion of Project milestones specified in Article A-5 (d) and (e).

(c) **Rejection of Claims**

A claim may be rejected by State if:

- (1) it is submitted without signature or it is submitted under signature of a person other than County's duly authorized representative.
- (2) State determines, in its sole discretion, that the claim is inaccurate or otherwise does not comply with the terms of this Agreement.

State will notify County of any claim so rejected, and the reasons therefore.

(d) **Correction of Claims**

A claim containing documentation error will be corrected by State, after telephone notification to County, and will thereafter be treated as if submitted in corrected form. State will confirm correction of the error, to County, in writing.

(e) Adjustments to Claims

If upon review of a claim, State determines that the claim is incorrect or incomplete under the Act, State law, implementing criteria, or the terms of this Agreement, State will notify County, by certified or registered mail, of its determination concerning County's failure to adequately provide documentation of milestone fulfillment or completion. County may, within thirty (30) days of the date of receipt of such notice, submit additional documentation or evidence to cure such deficiency(ies). If County does not submit additional information, or if State determines such additional information to be inadequate, State will act in accordance with Article A-7.

County may submit additional documentation or evidence, and resubmit any such rejected costs on a subsequent claim.

(f) Final Claim and Disbursement

With the submission of the final claim, County shall provide:

- (1) A certification by County's Grant Administrator that the data and information disclosed to State is true and correct.

Should County fail to make the full disclosure and certification required by part 1 of this paragraph (f), or should State become aware through any means that County did not use funds for the completion of Project milestones or improperly used grant money for purposes other than those designated in this Agreement or the LPDA; the Project may be referred to the California Department of Finance for a full Project audit.

ARTICLE A-7. WITHHOLDING OF GRANT DISBURSEMENTS BY STATE AND
CANCELLATION OF AGREEMENT

(a) Conditions for Withholding

If State determines that the Project is not being carried out substantially in accordance with the provisions of this Agreement and the LPDA, or that County has failed in any other respect to comply with the terms and conditions of this Agreement and the LPDA, State may give written notice of such failure to comply. If County does not cure any such failure to State's satisfaction within ten (10) calendar days of receipt of such notice, State may withhold from the County all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests, including but not limited to declaring County in default as set forth in Article A-24, or canceling this Agreement pursuant to Subpart (b) of this Article A-7.

(b) Withholding Entire Grant Amount

If State determines to withhold the entire Grant Amount from County pursuant to Subpart (a) of this Article A-7, notice of such a determination shall constitute a notice of cancellation of this Agreement and the LPDA, and this Agreement and the LPDA shall no longer be binding on any party hereto. Said Notice of Cancellation shall be sent to County by certified or registered mail, and shall be effective upon receipt.

(c) Withholding Balance of Grant Amount

When a portion of the Grant Amount has been disbursed to County and State determines to withhold funding, State will notify County in writing, via certified or registered mail, that State is withholding the balance of the funding from County, pursuant to Subpart (a) of this Article A-7. In such event, County will be deemed to be in default and subject to the provisions of Article A-24.

ARTICLE A-8 FISCAL AGENT AGREEMENT

County shall enter into a fiscal agent agreement for a Fiscal Agent substantially in the form of **Attachment 3** to this Agreement (the "Fiscal Agent Agreement"). A Fiscal Agent shall be retained until the Grant Amount has been disbursed in full to County.

County shall open a separate account (the "Account") with the Fiscal Agent, into which State shall disburse the Grant Amount in a single lump sum payment. The Account shall be used only for holding, disbursing and maintaining the grant funds. Funds in the Account shall not be invested in interest bearing obligations. Upon instruction from State, the Fiscal Agent shall release funds to County as specified by State.

Once State approves the Fiscal Agent Agreement, County shall not do any of the following without first obtaining written approval by State: amend the Fiscal Agent Agreement; close the Account; or retain a new Fiscal Agent.

State shall have no obligation to make Disbursements until the Fiscal Agent has been engaged and the Fiscal Agent Agreement Agent has been approved by State.

ARTICLE A-9. TIMING OF PROJECT

County shall execute this Agreement by November 30, 2013. County shall proceed expeditiously with the Project.

ARTICLE A-10. COUNTY'S CONTRACTS

County shall be solely responsible for resolution of any and all disputes arising out of or related to County's performance of the Project, including but not limited to employment and payment disputes with County's employees, contractors and subcontractors and shall provide appropriate releases (as set forth in California Civil Code Title 15) as may be requested by State.

ARTICLE A-11. AUDIT AND INSPECTION OF BOOKS AND RECORDS

- (a) Upon execution of this Agreement and until 3 years following final Disbursement under this Agreement, pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit by State or any agent thereof, and the State Auditor, with respect to all matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement. If any litigation, claim, negotiation, audit or other action is commenced before the expiration of said three (3) year period, all records must be retained until such action is resolved, or until the end of said three (3) year period whichever shall later occur. All records of County relating in any way to funding received pursuant to this Agreement shall be preserved for this purpose.
- (b) During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, Disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by County to comply with this provision shall be considered a substantial failure to comply with this Agreement. State may declare County in default as set forth in Article A-24, withhold Disbursements to County, or take any other action it deems necessary to protect its interests. The provisions of this Subpart (b) shall be effective until expiration of the time period provided in Subpart (a) of this Article A-11.

ARTICLE A-12. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENTS

(a) Separate Accounting of Grant Disbursements

County shall account for the funds disbursed pursuant to this Agreement separately from all other County's funds. Grant funds must be held in a separate and distinct fund number from other County funds on the general ledger. County shall maintain accounting procedures that are in accordance with Generally

Accepted Accounting Principles. County shall keep complete and accurate records of all receipts and Disbursements of such funds.

(b) Disposition of Funds Disbursed

In addition to specific requirements set forth in this Agreement, all funds disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to all provisions of law applicable to County.

Notwithstanding Article A-2 of this Exhibit A, "Term of Agreement," nothing in this Agreement shall preclude County from depositing funds received from the fiscal agent into a local drinking water fund or other account. Such account, if established, may be used exclusively to fund authorized program expenses in subsequent fiscal years in accordance with County's standard annual budgeting practices.

(c) Interim and Final Audits

In addition to the provisions of Article A-11, at any time following execution of this Agreement and until completion of the Project, or final Disbursement whichever shall occur last, State reserves the right to conduct an audit of County's disposition of all funds disbursed under this Agreement.

Failure or refusal by County to comply with these provisions shall be considered a substantial breach of this Agreement.

ARTICLE A-13. SINGLE AUDIT ACT

If County receives \$500,000 or more in federal awards in a year from any source, including federal funds disbursed under this Agreement, County agrees to comply with all requirements of the Office of Management and Budget Circular A-133 issued pursuant to the Single Audit Act, as the same may be amended from time to time.

ARTICLE A-14. [INTENTIONALLY RESERVED]

ARTICLE A-15. NONDISCRIMINATION CLAUSE

During the performance of this Agreement, County, its contractors and subcontractors, shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. County, its contractors and

subcontractors, shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

County, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State Agency to implement such article.

By signing this Agreement, County assures State that it shall comply with the requirements of the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA; the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d (1988) et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 (1989); Federal Water Pollution Control Act Amendments of 1972, Pub.L. No. 92-500, 86 Stat 816; and the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102 (1994); together with all applicable regulations and guidelines adopted to implement same. Said group of laws and requirements are collectively referred to in this Agreement as the "anti-discrimination laws".

County agrees to collect and maintain information to show compliance with the "anti-discrimination laws" including a list of discrimination complaints, reports of any compliance reviews conducted by other agencies descriptions of any pending discrimination-based lawsuits and data on the racial, ethnic, national origin, sex and handicap characteristics of the population it serves.

County, its contractors and subcontractors shall give written notice of their obligations under this Article to labor organizations with which they have a collective bargaining or other agreement.

County's signature on this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California that County has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

County shall include the nondiscrimination and compliance provisions of this Article A-15 in all contracts and subcontracts to perform work on the Project.

ARTICLE A-16. WORKERS' COMPENSATION CLAUSE

County affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and County affirms that it will comply with such provisions before commencing

performance of work under this Agreement and will make its contractors and subcontractors aware of this provision.

ARTICLE A-17. SUCCESSORS AND ASSIGNS

This Agreement and all of its provisions shall inure to the benefit of, apply to, and bind the heirs, successors and assigns of the parties hereto. No assignment or transfer of this Agreement or any part hereof by County shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

ARTICLE A-18. [INTENTIONALLY RESERVED]

ARTICLE A-19. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive, and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE A-20. AMENDMENTS

This Agreement may be amended only by mutual written agreement signed by the parties hereto. Requests by County for amendments must be in writing stating the amendment request and the reason for the request.

ARTICLE A-21. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Agreement unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other rights or matters.

ARTICLE A-22. DISPUTE CLAUSE

Any dispute that County may have regarding the performance of this Agreement including, but not limited to, claims for additional Disbursements of funds or extension of time, shall be submitted to State's Grant Administrator identified in Section 5 of this Agreement. State's Grant Administrator may make findings and recommendations and transmit a copy of the claim and any such findings and recommendations to the California Department of Public Health, Chief, Division of Drinking Water and

Environmental Management, who shall make a decision on such dispute which decision shall be in writing and transmitted to County by certified or registered mail. Said decision shall be final and conclusive.

ARTICLE A-23. PERFORMANCE AND ASSURANCES

County agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Article A-5, and to apply funds received only to Eligible Project Costs and to operate and maintain the Project in accordance with applicable provisions of the law.

ARTICLE A-24. DEFAULT PROVISIONS

- (a) County will be in default under this Agreement if any of the following occur:
 - (1) County's substantial breach of this Agreement, or any supplement or amendment to it;
 - (2) County's making of any false warranty, representation, or statement with respect to this Agreement or the Project; and/or
- (b) When an event of default occurs, State may give County notice of default. County shall have ten (10) calendar days from the date of such notice to cure the default. If County fails to timely cure the default to the satisfaction of State, then State may do any or all of the following:
 - (1) Declare that any and all amounts disbursed to County under the terms of this Agreement shall be deemed an obligation of County and due and payable to State;
 - (2) Declare County's obligations immediately due and payable, with or without demand or notice to County, which County expressly waives;
 - (3) Terminate any obligation of State to make further Disbursements to County under this Agreement; and/or
 - (4) Take any other action it deems necessary to protect its interests.
- (c) County agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to State as a result of a breach of agreement by County, whether such breach occurs before or after completion of the Project.

- (d) No waiver by State of any breach or default will be a waiver of any other breach or default.

ARTICLE A-25. DRUG-FREE WORKPLACE CERTIFICATION

By signing this Agreement, County hereby certifies under penalty of perjury under the laws of the State of California that County will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- (b) Establish a Drug-Free Awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation and employee assistance programs;
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Every employee who works on the Project:
 - (1) Shall be issued a copy of County's drug-free policy statement;
 - (2) Shall agree to abide by terms of County's statement as a condition of employment on the Project.

This Agreement may be subject to suspension of payments or termination, or both, and County may be subject to debarment if State determines that: (1) County has made a false certification, or (2) County has violated the certification by failing to carry out the requirements of this Article A-25.

ARTICLE A-26. CONFLICT OF INTEREST--CURRENT AND FORMER STATE EMPLOYEES

- (a) Current State Officers and Employees:

- (1) County shall not utilize in the performance of this Agreement any state officer or employee in the state civil service or other appointed state official unless the employment, activity, or enterprise is required as a condition of the officer or employee's regular state employment. Employee in the state civil service is defined to be any person legally holding a permanent or intermittent position in the state civil service.
- (2) If any state officer or employee is utilized or employed in the performance of this Agreement, County shall first obtain written verification from State that the employment, activity, or enterprise is required as a condition of the officer's, employee's, or official's regular state employment and shall keep said verification on file for three (3) years after the termination of this Agreement.
- (3) County may not accept occasional work from any currently employed state officer, employee, or official.
- (4) If County accepts volunteer work from any currently employed state officer, employee, or official, County may not reimburse, or otherwise pay or compensate, such person for expenses incurred, including, without limitation, travel expenses, per diem, or the like, in connection with volunteer work on behalf of County.
- (5) County shall not employ any state officers, employees, or officials who are on paid or unpaid leave of absence from their regular state employment.
- (6) County or anyone having a financial interest in the Agreement may not become a state officer, employee, or official during the term of this Agreement. County shall notify each of its employees, and any other person having a financial interest in this Agreement that it is unlawful under the Public Contract Code for such person to become a state officer, employee, or official during the term of this Agreement unless any relationship with the County giving rise to a financial interest, as an employee or otherwise, is first terminated.
- (7) Occasional or one-time reimbursement of a state employee's travel expenses is not acceptable.

(b) Former State Officers and Employees:

- (1) County shall not utilize in the performance of this Agreement any formerly employed person of any state agency or department that was employed under the state civil service, or otherwise appointed to serve in the State Government, if that person was engaged in any negotiations, transactions, planning, arrangement, or any part of the decision making process

relevant to the Agreement while employed in any capacity by any state agency or department. This prohibition shall apply for a two (2) year period beginning on the date the person left state employment.

- (2) County shall not utilize within twelve (12) months from the date of separation from services, a former employee of the contracting state agency or department if that former employee was employed in a policy making position in the same general subject area as the proposed Agreement within the twelve (12) month period prior to the employee leaving state service.

ARTICLE A-27. PROHIBITED USE OF STATE FUNDS

County certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the following:

- (a) Software. County shall not use grant funds pursuant to this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (b) Unrelated County Purposes. County shall not use grants funds pursuant to this Agreement for purposes not related to the Project and performance of the LPDA. Prohibited use of the funds include, but are not limited to, the implementation of county administrative purposes, operations, and programs not associated with the fulfillment of Project and the LPDA.

Any suspected occurrences of fraud, negligence, forgery, embezzlement, theft, or any other misuse of public funds shall be considered a substantial breach of this Agreement. State may immediately suspend Disbursements of grant funds and/or terminate the LPDA and this Agreement in whole or in part pursuant to Article A-7 or Article A-24.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

ARTICLE B-1. FINAL GRANT AMOUNT AWARDED

The Final Grant Amount shall be \$164,000.00

ARTICLE B-2. OTHER TERMS AND CONDITIONS

CLAIM FORM

(Attachment #2 to Grant Funding Agreement)

Please submit the original and one copy of this Claim Form to:

Department of Public Health, Safe Drinking Water Office

Attn: Wendy Killou

P.O. Box 997377, MS 7418

Sacramento, CA 95899-7377

County:

Disbursement Claimed:

- ☐ Disbursement 1: 34%: Execution of Grant Funding Agreement
- ☐ Disbursement 2: 33%: Completion of Milestones in Article A-5 (a), (b), (c)
- ☐ Disbursement 3: 33%: Completion of Milestones in Article A-5 (d), (e)

I certify that I have checked and verified the foregoing Claim Form for disbursement; that to the best of my knowledge and belief it is a true and correct statement of work performed and milestones completed; has been inspected by me and/or by my duly authorized representative and that it has been performed and/or completed in full accordance with requirements of the Grant Funding Agreement; and that partial payment of the Grant Amount claimed and requested by me is correctly made based upon milestones completed to date.

Signature

Title

Name

Date

FISCAL AGENT AGREEMENT

This FISCAL AGENT AGREEMENT (this "Agreement") is entered into as of _____, 2013 (the "Effective Date") between Director of Finance and Administration, Yuba County Community Development & Services Agency ("Fiscal Agent") and the State of California Department of Public Health ("State"), who each hereby agrees as follows.

RECITALS

- A. State has entered a Grant Funding Agreement with The County of Yuba (the "County") under the Safe Drinking Water State Revolving Fund Law of 1997 (the "Funding Agreement"), whereby State has made or will make a one-time lump sum Grant payment to Fiscal Agent in the Grant Amount of \$164,000.00 (the "Grant").
- B. The Funding Agreement requires or will require, among other things, that State engage the services of a fiscal agent to assist in holding and managing the Grant Amount in trust, and disbursing Grant funds to County upon instruction by State.
- C. Fiscal Agent will establish and manage a deposit account number(s) _____ maintained by Fiscal Agent consisting of all funds now or hereafter deposited into such account(s) (collectively, the "Account").
- D. In connection with the foregoing, State is requesting that Fiscal Agent enter into this Agreement in order to perform services as State's fiscal agent and manage the disbursement of Grant Amount in the Account pursuant to the terms of that certain Grant Funding Agreement between the parties of even date herewith (the "Grant Funding Agreement").
- E. For valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions.

- a. "Business Day" means a day, other than a Saturday, Sunday or holiday on which the applicable party is open for business at the location to which the communication is sent.
- b. "Disposition Instruction" means an instruction to Fiscal Agent directing the disposition of the funds in the Account.
- c. "UCC" means the Uniform Commercial Code of the jurisdiction whose law governs this Agreement or, if relevant to any matter other than the meaning of a defined term, the Uniform Commercial Code of the jurisdiction whose law applies to the matter under the choice of law rules of the jurisdiction whose law governs this Agreement. All capitalized terms defined in the UCC (as hereinafter defined) and not otherwise defined in this Agreement shall have the same meaning in this Agreement as in the UCC, and the rules of interpretation in Article 1 of the UCC shall apply to the interpretation of this Agreement.

d. Any defined term used herein, which term is not defined by the UCC, shall have the meaning set forth in the Grant Funding Agreement.

2. Fiscal Agent's Responsibility.

a. Fiscal Agent shall perform the following services:

(i) Establish a separate deposit Account, to which State shall disburse a one-time lump sum Grant Amount. The Account shall be used solely for holding and managing the Grant funds. Funds in the Account must not bear or earn interest.

(ii) Receive, accept and hold the Grant Amount from State pursuant to the terms of the Grant Funding Agreement and deposit it to the Account.

(iii) Upon receipt of Disposition Instructions from State, the Fiscal Agent shall disburse Grant funds to County pursuant to the terms of such Disposition Instruction.

(iv) County shall account for the Grant funds disbursed pursuant to this Agreement separately from all other County's funds. Fiscal Agent shall maintain accounting procedures that are in accordance with Generally Accepted Accounting Principles. Fiscal Agent shall keep complete and accurate records of all receipts and disbursements of such funds.

b. Fiscal Agent shall have no responsibility or liability to State for complying with any Disposition Instruction, order or other instruction, whether oral or written, concerning the Account. Fiscal Agent shall not have any liability to State for losses or damages resulting from any failure to comply with Disposition Instructions relating to the Account or delay in complying with any Disposition Instruction or any other instruction if (i) compliance with any Disposition Instruction or any other instruction would require Fiscal Agent to violate any then-existing injunction or order of any court of competent jurisdiction, including without limitation in any bankruptcy case under Title 11 of the United States Code, or (ii) the failure or delay is due to circumstances beyond Fiscal Agent's reasonable control. Without limiting the foregoing, in no event shall Fiscal Agent have any liability, directly or indirectly, for any special, indirect, punitive, exemplary or consequential losses or damages, including without limitation lost profits, whether or not any claim for such losses or damages is based on tort or contract or Fiscal Agent knew or should have known the likelihood of such losses or damages in any circumstances.

c. Fiscal Agent may rely on notices and communications it believes in good faith to be genuine and given by the appropriate party. Without limiting the foregoing, Fiscal Agent may (but shall not be obligated to) require that State from time to time deliver to Fiscal Agent such documentation as Fiscal Agent may reasonably request to evidence the authority of those entities or individuals purporting to give Disposition Instructions or any other instructions on behalf of State to Fiscal Agent hereunder.

3. Control of Account.

a. Statements. Fiscal Agent shall provide the original Account statement for the Account to State for its records.

b. Sole Disposition. Fiscal Agent represents and warrants to State that Fiscal Agent has not entered into, and covenants with State that it will not enter into, any agreement with any other person or entity by which Fiscal Agent is obligated to comply with instructions from such other person or entity as to the disposition of funds from the Account or other dealings with the Account. Fiscal Agent will promptly notify State if any other person or entity claims that it has a property interest in the Account.

c. Recordkeeping. Fiscal Agent further represents and warrants to State that Fiscal Agent has marked its books and records to indicate that State has the right to control the Account as set forth herein.

4. Indemnity. State will indemnify Fiscal Agent and its officers, directors, employees and agents against any and all losses, claims, liabilities and expenses arising out of this Agreement (including without limitation all fees and costs incurred by Fiscal Agent in complying with Disposition Instructions or any other instructions or requests given by State hereunder and reasonable attorneys' fees and disbursements and the reasonable estimate of the allocated costs and expenses of in-house legal counsel and staff), except to the extent the losses, claims, liabilities or expenses are determined by a court of competent jurisdiction to be caused by Fiscal Agent's gross negligence or willful misconduct. The obligations of State under this Section 4 shall survive the termination of this Agreement and the resignation or removal of Fiscal Agent.

5. Termination; Survival.

a. State may terminate this Agreement by written notice to Fiscal Agent.

b. This Agreement may be terminated by Fiscal Agent only as follows: (i) immediately upon notice to the other parties if Fiscal Agent becomes obligated to terminate this Agreement or to close the Account under any statute, rule or regulation or any order, judgment, decree or injunction, or a garnishment, restraining notice or other legal process, directing, or prohibiting or otherwise restricting, the disposition of the funds in the Account, binding upon Fiscal Agent; (ii) without limiting the foregoing, with written consent of State which may not be unreasonably withheld but may be conditioned on State's ability to transfer the Account to a financial institution that agrees to substantially undertake Fiscal Agent's obligations under this Agreement.

6. Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

7. Entire Agreement. This Agreement is the entire agreement among the parties regarding the subject matter hereof and supersedes any prior agreements and contemporaneous oral agreements of the parties concerning its subject matter. To the extent that any provision in this Agreement conflicts with any provision in any other agreement between Fiscal Agent and State, the provision in this Agreement shall control.

8. Amendments. No amendment of this Agreement will be binding unless it is in writing and signed by State and Fiscal Agent, and no waiver of any right under this Agreement will be binding unless it is in writing and signed by the party to be charged.
9. Severability. To the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted.
10. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of Fiscal Agent and State and their respective successors and assigns. Notwithstanding the foregoing, Fiscal Agent shall not assign, transfer or delegate any of its rights or obligations under this Agreement without prior written consent of State, which shall not be unreasonably withheld. Any banking association or corporation into which Fiscal Agent may be merged, converted or with which Fiscal Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which Fiscal Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of Fiscal Agent shall be sold or otherwise transferred, shall succeed to all Fiscal Agent's rights, obligations and immunities hereunder without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding
11. Notices. All notices, instructions or other communications to a party under this Agreement shall be in writing and shall be sent to the party's address for notices set forth below or to such other address as shall be designated by such party by notice given to the other parties, and, except as otherwise expressly provided for herein, will be effective on receipt.
12. No Agency, Etc. Nothing contained in this Agreement shall create any agency, fiduciary, joint venture or partnership relationship between State and Fiscal Agent.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

The foregoing is hereby acknowledged and agreed to, effective as of the Effective Date.

STATE:

State of California
Department of Public Health

By: _____
Name: _____
Title: _____

Address for notices:

State of California
Department of Public Health,
Division of Drinking Water and Environmental Management,
Attention: Small Water Systems Unit
1616 Capitol Avenue, MS 7408
P.O. Box 997377, MS 7418
Sacramento, California 95899-7377
Telephone: _____
Facsimile: _____

[Signatures continue on following page.]

FISCAL AGENT:

By: _____
Name: _____
Title: _____

Address for notices:

Yuba County Community Development & Services Agency
Finance and Administration Department
915 8th Street, Suite 123
Marysville, CA 95901

Attention: Sean Powers
Telephone: (530) 749-5430
Facsimile: (530) 749-5434

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: Mark Hartley, Deputy

LOCAL PRIMACY DELEGATION AGREEMENT

This PRIMACY DELEGATION AGREEMENT (this "Agreement") is entered into as of _____, 2013, (the "Effective Date") by and between the California State Department of Public Health (the "Department") and the County of Yuba (the "County").

BACKGROUND

A. The Department may delegate enforcement of the California Safe Drinking Water Act for small public water systems to local health officers under the terms and conditions of this Agreement.

B. The Department has adopted regulations specifying the requirements for a small public water system regulatory program by a local health officer under authority delegated by the Department.

C. The County has submitted a complete primacy delegation application (the "Application") to the Department requesting delegation of primacy for the small public water system regulatory program within the County.

D. The Department has reviewed the Application submitted by the County and determined that the County is capable of conducting a small public water system regulatory program.

E. The Department hereby wishes to delegate to the County the authority to enforce state laws and regulations applicable to the delivery of drinking water to consumers by small public water systems pursuant to the terms of this Agreement, and the County hereby accepts such delegation.

F. All statutory references in this Agreement are to the California Health and Safety Code ("HSC") as the same may be amended from time to time, unless otherwise noted.

G. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree as follows:

AGREEMENT

ARTICLE I. DELEGATION; DESIGNATION OF LOCAL PRIMACY AGENCY

Section 1.01 Termination of Prior Agreement. This Agreement supersedes, in its entirety, the prior Delegation Agreement between the parties, which Delegation Agreement is hereby agreed to be of no further force or effect.

Section 1.02 Delegation and Reservation of Rights. The Department hereby delegates to the County all authority granted to it under the California Safe Drinking Water Act (HSC §116270 et. seq.) for regulation of small public water systems. This delegation does not include regulation of community water systems serving 200 or more service

connections. Notwithstanding the foregoing, the Department retains concurrent authority to regulate, and take enforcement action against, small public water systems within the County's jurisdiction to the extent determined necessary by the Department.

Section 1.03 Designation. The designated local primacy agency for the County of Yuba shall be its local health officer (the "LPA").

Section 1.04 Small Public Water Systems Not Subject to Delegation. The following small public water systems shall be regulated directly by the Department and are not subject to the delegation granted by this Agreement:

(a) All small public water systems owned and operated by agencies of the State of California; including the Department of Parks and Recreation, Department of Transportation, Department of Forestry, Department of Mental Health, Department of Corrections, Department of Veterans Affairs, and the Department of Water Resources;

(b) All small public water systems operated by the Chancellor of the University of California System or the Chancellor of the California State Universities and Colleges;

(c) All small public water systems owned or operated by the federal government except those that are: (1) operated by, or under the authority of, the U.S. Forest Service; or (2) campgrounds that are operated by, or under the authority of, the Bureau of Land Management or the Army Corps of Engineers; and

(d) The following specifically named small public water systems:

(i) _____, ID # _____

(ii) _____, ID # _____

ARTICLE II. TERMS OF DELEGATION

Section 2.01 Permitting of Small Public Water Systems.

(a) **Issuance.** The County shall cause the LPA to issue and maintain a valid drinking water permit ("Permit") for all small public water systems within the County's jurisdiction. The Permit must be issued in conformity with and include all terms and conditions set forth in HSC §116525 through §116550.

(b) **TMF Capacity.** The County shall cause the LPA to deny a Permit to any small public water system that lacks adequate technical, managerial, and financial capacity, consistent with HSC § 116540(a).

(c) **10 Year Review.** All Permits must be reviewed and updated as determined by the LPA at least once in every ten (10) year period, starting from the date of issuance.

(d) Department Review. The County shall cause the LPA to deliver to the Department all Permit applications submitted to it for proposed new community water systems that are designed to serve 200 or more service connections. The LPA may only issue a Permit for such a system upon the Department's written approval.

Section 2.02 Annual Work Plan. The work plan submitted and approved by the Department will be the LPA's program guide for the fiscal year 2013. Annually thereafter the County will submit an annual work plan, in form and substance as required by 22 CCR §64260, by May 1st of each year (the "Annual Work Plan"). Upon the Department's approval, the Annual Work Plan shall be considered a part of this Agreement. The Annual Work Plan may be used by the Department, in its sole discretion, as part of the ongoing evaluation of the conduct of the small public water system program by the County.

Section 2.03 Surveillance. The County shall cause the LPA to:

(a) Inventory. Establish and maintain an inventory of all small public water systems under its jurisdiction. The inventory must be updated annually and shall include the information specified in 22 CCR §64255(a).

(b) Routine Inspections. Conduct routine on-site inspections of each small public water system as required by 22 CCR §64255(b). This includes inspection of system operations, operation and maintenance records, system facilities and equipment.

(c) Sanitary Surveys. Conduct an on-site sanitary survey of each small public water system at least every three (3) years for community water systems and every five (5) years for non-community water systems. Such sanitary survey may be conducted in lieu of any routine inspection. Such a survey is intended to evaluate the adequacy and condition of the water source, facilities, equipment, and operation and maintenance procedures and records for producing and distributing safe drinking water. A sanitary survey must review the following components of a water system: (1) sources, (2) treatment, (3) distribution system, (4) finished water storage, (5) pumps, pump facilities, and controls, (6) monitoring and reporting and data verification, (7) system management and operation, and (8) operator certification compliance with State requirements.

(d) Follow-up. Identify deficiencies found during routine inspections and sanitary surveys, and, within 60 days of the date of completion of such routine physical inspection or sanitary survey, deliver a written follow-up notice to such small public water system describing the deficiencies and prescribing a schedule for corrective action.

(e) Reporting. Complete a written routine inspection or sanitary survey report for each such inspection or survey within 90 days of such routine physical inspection or sanitary survey's completion.

(f) Surface Water. Determine the small public water systems under its jurisdiction that utilize surface water or groundwater under the direct influence of surface water and are therefore subject to surface water treatment requirements.

Performance Evaluation. The Department will evaluate the LPA's surveillance performance based upon the requirements of this Section 2.03(a), and 2.03 (c)-(f).

Section 2.04 Sampling and Monitoring. The County shall cause the LPA to:

(a) Notice. Notify each small public water system under its jurisdiction in writing of the monitoring requirements for that system. Such notification shall be provided at least once every three (3) years for each community water systems and every five (5) years for each non-community water systems. The notice shall identify the specific contaminants to be monitored, the type of laboratory analyses required for each contaminant, the frequency of sampling, and any other sampling and reporting requirements applicable to that system. To assist with compliance with this Section 2.04, the Department shall provide guidance or related documents upon the LPA's request.

(b) Sample Siting Plan. Ensure that each small public water system under its jurisdiction complies with the sample siting plan requirements of 22 CCR §64422.

(c) Tracking System. Use a tracking system to assure that all required sampling and laboratory analyses are completed and reported by the small public water systems. The tracking system shall include the date the sample was collected, the type or purpose of the sample, the laboratory result, and the date the next sample is required to be collected.

(d) Compliance Records. Maintain an ongoing record of the status of compliance with monitoring and reporting requirements for each small public water system.

(e) Monitoring. Establish a system to assure that the water quality monitoring data submitted by each small public water system is reviewed each month for compliance.

Section 2.05 Data Management and Reporting.

The County shall cause the LPA to establish and maintain a database of record and report data elements electronically to the Department in the format designated by the then current electronic submission specifications as follows:

(a) On a monthly basis, no later than 30 days following the month being reported:

(i) A list of all small public water systems that failed during the previous month to comply with drinking water monitoring and reporting requirements of California or federal law.

(ii) A compliance report containing the following information for each small public water system that is in violation of California or federal law: (1) the name and water system identification number of the system; (2) a description of the type of violation and the standard violated; and (3) a description of any enforcement action taken by the LPA with respect to the violation.

(iii) An electronic copy of each enforcement action in a PDF format (citations, compliance orders, and any court filings) issued by the LPA that was submitted to the Department as listed in Section 2.05(a)(ii)(3).

(b) On a quarterly basis, no later than 30 days following the quarter being reported:

(i) A list of domestic water supply permits for small public water systems that have been issued, amended, or renewed during the reporting period. The list shall include the name and the identification number of the water system.

(ii) A list of the small public water systems for which an inspection or sanitary survey was conducted during the reporting period. The list shall indicate the name and identification number of the small public water system and the type of routine inspection or sanitary survey performed.

(iii) A list of small public water systems that are required to comply with the Lead and Copper Rule (LCR) requirements of 22 CCR Chapter 17.5 and the LPA's LCR data, including the name and identification number of the small public water system, LCR monitoring period frequency, water sample collection date, number of water samples collected, number of water samples required, the lead 90th percentile result, and the copper 90th percentile result. The LPA may request a copy of the Department's LCR database for tracking and reporting LCR data in order to clarify the information the LPA is required to track and report and to provide a template for the LPA's report of LCR data.

(c) On an annual basis, no later than August 15th of each year, the LPA shall submit an updated inventory of small public water systems under the LPA's jurisdiction.

(d) The LPA agrees to submit electronic data files as requested by the Department, but in no case greater than monthly.

(e) The LPA agrees to submit their entire water system database electronically within 30 days of the Department's request for same.

Section 2.06 Additional Data Reporting to the Department. The County shall cause the LPA to (i) send written notice to all small public water systems under their jurisdiction

directing them to electronically submit, to the Department's designated location, an electronic annual report in the format specified by the Department, submitted no later than July 1st of each year (the "EAR"), and (ii) review and, if adequate, accept such EAR. If the EAR is deficient in any manner, the LPA shall notify the small public water system of the specific defects in the EAR and the system shall then resubmit a corrected EAR for further review.

Section 2.07 Enforcement. The County shall cause the LPA to take enforcement action against small public water systems in accordance with 22 CCR § 64258 and consistent with the Department's enforcement manual. As used in this Section, "enforcement action" shall be limited to the actions set forth in Division 104, Part 12, Chapter 4, Articles 9 (*Remedies*), 10 (*Judicial Review*) and 11 (*Crimes and Penalties*) of the HSC (commencing with HSC §116650).

Section 2.08 Compliance with Current Laws and Regulations. The County agrees to cause the LPA to comply with and enforce all applicable state laws and regulations and as each may be created or amended from time to time, including but not limited to HSC §116330, and 22 CCR, §§ 64253 - 64260. Each LPA will notify each small public water system under their jurisdiction of any new state or federal drinking water requirement applicable to those systems.

ARTICLE III. LPA PROGRAM REQUIREMENTS

Section 3.01 Dedicated Staff Time. The LPA will dedicate adequate staffing for the implementation of the small public water system regulatory program during the 2013 fiscal year and in subsequent years. The "adequate" level of staff workload dedicated and performed for the 2013 fiscal year shall be as set forth in the special conditions attached hereto in Exhibit A and in subsequent years shall be negotiated and incorporated into the Annual Work Plan.

Section 3.02 Adequate Staffing and Expertise. The County certifies that all LPA staff necessary to administer and fulfill the obligations delegated by this Agreement, including all technical and professional staff, have been hired or retained, and are adequately trained as of the Effective Date. The LPA may consult with the Department's staff and local district engineers for purposes of technical assistance at no cost to the LPA.

Section 3.03 Training. The Department shall provide appropriate training and technical consultation to the staff of the LPA regarding the implementation and enforcement of state and federal drinking water regulations.

Section 3.04 Program Management and Costs. Each LPA will establish and maintain a time accounting system to determine the amount of reimbursement to be billed to each small public water system consistent with the terms of HSC §116595. The hourly cost rate of the LPA must be determined using the criteria set forth in HSC §116590(b).

Section 3.05 Local Ordinances. The County certifies that any applicable local ordinances as proposed in the County's Application have been adopted and are in effect as of the Effective Date.

Section 3.06 Program Management. The County shall cause the LPA to manage the LPA program in accordance with 22 CCR § 64259.

Section 3.07 Special Conditions. The County shall cause the LPA to satisfy the special terms and conditions set forth in Exhibit A. Failure by the LPA to satisfy the special terms and conditions may, at the option of the Department, result in breach of this Agreement.

Section 3.08 Confidentiality Agreement. The County shall cause the LPA to execute a Confidentiality Agreement with the Department, as more specifically provided in Exhibit B attached hereto.

Section 3.09 Incorporation of Other Documents. This Agreement incorporates by this reference: Exhibit A "Special Conditions", Exhibit B "Confidentiality Agreement", the Annual Work Plan, and the Application as submitted to and approved by Department, and any attachments to said documents. County agrees to comply with all terms, provisions, and conditions of this Agreement, including all incorporated documents and exhibits thereto, and to fulfill all assurances, representations, and statements made by County in the same.

ARTICLE IV. GENERAL PROVISIONS.

Section 4.01 Amendments; Waiver. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the Department. Any waiver of any provision of this Agreement, and any consent to any departure by the County from the terms of any provision of this Agreement, shall be effective only if in writing and only in the specific instance and for the specific purpose for which given.

Section 4.02 Notices. Any notice to be provided to a party to this Agreement shall be delivered to the following addresses:

CDPH-Division of Drinking Water and Environmental Management
Small Water Systems Unit
1616 Capitol Avenue, MS 7418
P.O. Box 997377
Sacramento, CA 95899-7377

Yuba County Community Development & Services Agency
Environmental Health Department
915 8th Street, Suite 123
Marysville, CA 95901

Section 4.03 Term; Termination of Agreement. This Agreement shall remain in effect unless terminated pursuant to HSC §116330(c). No later than ninety (90) days after termination of this Agreement, the County shall cause the LPA to deliver all records pertaining to small public water systems in either Microsoft Word and/or PDF format.

Section 4.04 Successors and Assigns. This Agreement shall be binding upon the County, its successors and assigns, and shall inure to the benefit of, and be enforceable by, the Department and its successors, transferees, and assigns. The County shall not assign its rights or duties hereunder without the consent of the Department.

Section 4.05 Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision. Should any provision of this Agreement be determined to be in conflict with the provisions of the Health and Safety Code or the California Code of Regulations, the provisions of those codes shall prevail.

Section 4.06 Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

Section 4.07 Entire Agreement. This Agreement, and the other documents specifically referred to herein, embody the entire agreement and understanding between the County and the Department with respect to the subject matter hereof and thereof. This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof.

Section 4.08 Governing Law; Counterparts. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

Section 4.09 No Agency. Nothing in this Agreement is intended to or does establish the County as the agent for the Department, or grants to the County any powers, rights, or privileges other than those contained in this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DEPARTMENT:

**STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH**

COUNTY:

**Yuba County Environmental Health
Department**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: Marc Hartley Deputy

EXHIBIT "A"

SPECIAL CONDITIONS

Article A-1. Supremacy of Special Conditions. Notwithstanding any other term or condition in this Agreement or any document attached hereto or incorporated by reference, the special conditions set forth in this Exhibit A shall control in the event of any conflict or discrepancy with any other term.

Article A-2. Adequate Staffing. The "adequate" level of dedicated staff time referred to in Section 3.01 of this Agreement means one (1) FTE.

Article A-3. Designation. The designated local primacy agency for the County of Yuba shall be its Director of Environmental Health (the "LPA").

EXHIBIT "B"

CONFIDENTIALITY AGREEMENT

**CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH
DIVISION OF DRINKING WATER AND ENVIRONMENTAL MANAGEMENT**

CONFIDENTIALITY AGREEMENT

WHEREAS the California Department of Public Health, Division of Drinking Water and Environmental Management (hereafter "CDPH") and the County of Yuba (hereafter "County") have entered into that certain Local Primacy Delegation Agreement of even date herewith (hereafter "LPDA"); and

WHEREAS in the performance of the LPDA, CDPH will disclose to County records and information, or portions thereof, that are confidential and exempt from disclosure to the public.

THEREFORE, CDPH and County hereby agree that County will use such records and information subject to the following terms and conditions effective as of _____, 2013, (the "Effective Date").

1. Confidential Information: The following shall be deemed "Confidential Information":
 - a. Documents and records provided by CDPH, including electronically stored and/or transmitted information, concerning the precise geographical location of public water systems' drinking water sources, treatment facilities, pumping stations, distribution systems, and storage facilities for all public water systems in the County. These records may include maps, project plans or specifications, water supply permits/engineering reports, facilities lists; source water assessments, well driller's logs, and schematic diagrams.
 - b. Documents, records, memoranda, policy and guidance documents and all other materials provided by CDPH to County by means of CDPH's SharePoint system, any internal non-public websites or any other related or successor databases or sources that are managed by CDPH and accessed by County.
 - c. Information or records provided by CDPH that are marked "Confidential" or which are understood to be or intended to be treated as "Confidential".
2. Non-Disclosure: County agrees to treat the "Confidential Information" as confidential and exempt from disclosure to the public, allowing access to the records only to those persons who are employed, retained, or otherwise under the control of the County and are subject to confidentiality obligations substantially similar to those contained herein (collectively "Permitted

Recipients"). County agrees to protect Confidential Information from disclosure to others to the greatest degree allowed by law.

3. Treatment of Non-Confidential Information: Information derived from sources other than CDPH is not subject to this Agreement.
4. Use: County agrees to use Confidential Information only for official business purposes directly related to performance of the LPDA. To the extent that Confidential Information is used to create public reports, publications, maps, or other representations of the data contained in the records, physical addresses of public drinking water systems' sources, treatment facilities, pumping stations, distribution systems, and storage facilities will not be included, and any geographical locations of public drinking water systems' sources, treatment facilities, pumping stations, distribution systems, and storage facilities will be displayed or represented in a manner that is randomized within a one-mile radius.
 - a. Protective Order: To the extent that Confidential Information comprises part of an administrative record for, or are otherwise to be used in, administrative or judicial litigation, physical addresses and/or a higher resolution may be provided to the court under seal or subject to the court's protective order(s). County may request CDPH provide a template for such a protective order.
5. Approval of Third Parties: County agrees that reports, publications, maps, or other representations or information contained in the Confidential Information will be released only to Permitted Recipients unless County has obtained the prior written approval of an authorized representative of CDPH or a court order.
6. Notice: County agrees to notify CDPH promptly of any requests or demands for disclosure of any Confidential Information, and to coordinate with CDPH in its response to those requests. In addition, County agrees to immediately notify and coordinate with CDPH regarding the initiation of any judicial proceeding to compel the County to disclose Confidential Information and/or any representation based thereon. County further agrees to seek direction from CDPH regarding further judicial review or appeal of any such order and shall act in accordance with such direction from CDPH.
7. Amendments: CDPH and County agree that this Agreement may not be amended, except in writing signed by authorized representatives of CDPH and County.
8. Continuity of Obligations: County agrees that its obligations under this Agreement shall continue indefinitely until the parties agree in writing to the contrary.

9. Destruction: County agrees to destroy any Confidential Information disclosed by CDPH as soon as County is finished using it and to notify CDPH when it has been destroyed.
10. Governing Law: CDPH and County agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California.

By their signatures below, CDPH and County represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

Yuba County

Signature: _____

Date: _____

Name: _____

Title: _____

CDPH

Signature: _____

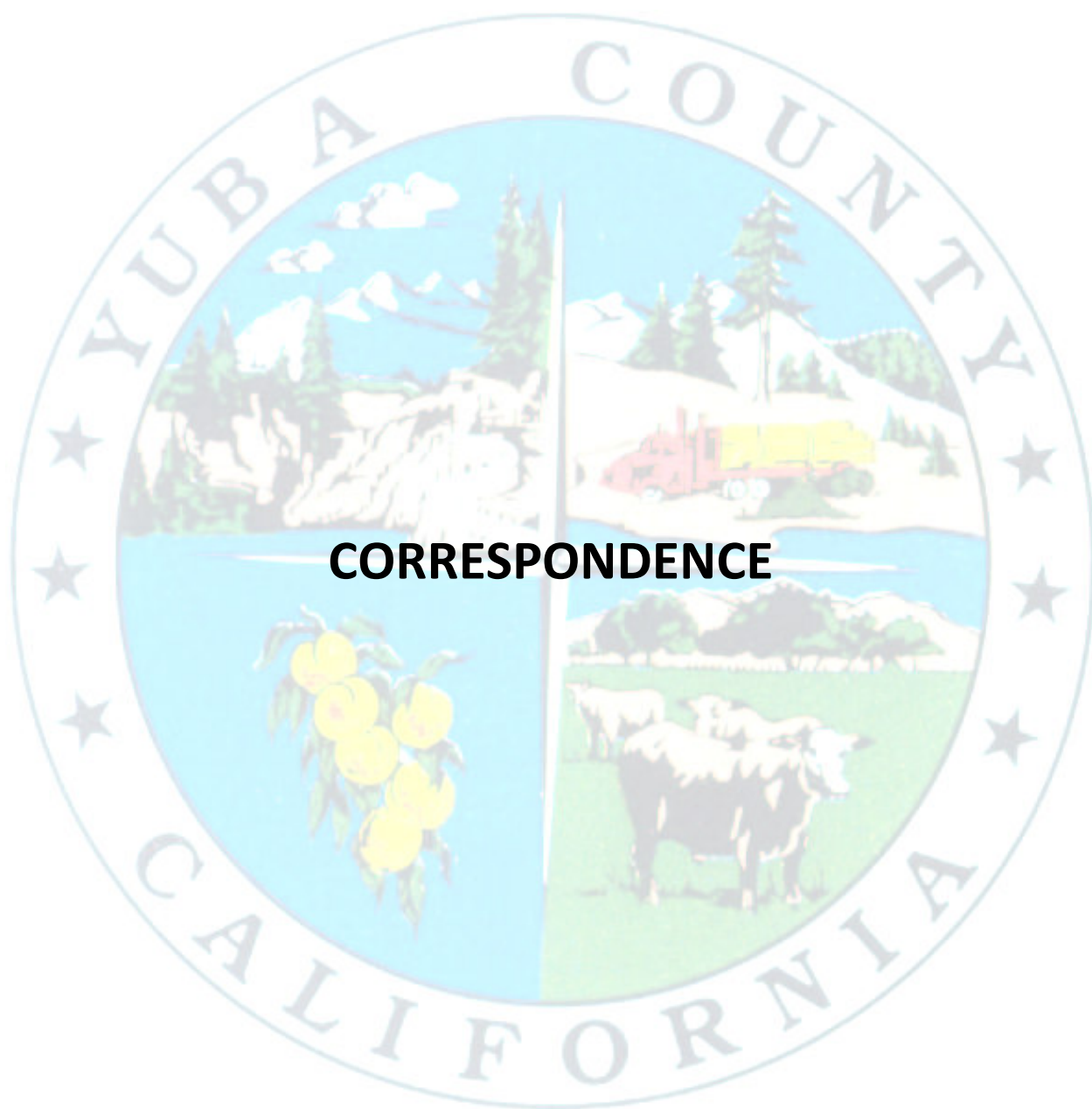
Date: _____

Name: _____

Title: _____

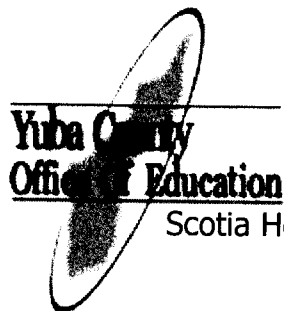
APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL

BY: Mare Hartley, Deputy





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**Yuba County
Office of Education**

Scotia Holmes Sanchez, Ed.D.
Superintendent

935 14th Street
Marysville, CA 95901
Telephone: 530-749-4900
Fax: 530-741-6500
www.yuba.net

RECEIVED

NOV 1 2013

Clerk/Board of Supervisors

November 1, 2013

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

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

Dear Ms. Stottlemeyer,

Each year, pursuant to the Williams Uniform Complaints Act, Education Code §1240, the County Superintendent of Schools must submit a report to the Board of Supervisors describing the state of the schools in said county. Enclosed, you will find a copy of the Williams Report for distribution to the Board of Supervisors at the November 12, 2013 Board Meeting.

Should you require additional information, please do not hesitate to contact me at 749-4854 or maggie.nicoletti@yubacoe.k12.ca.us.

Sincerely,

Maggie Nicoletti
Assistant to the Superintendent



Scotia Holmes Sanchez, Ed.D.
Superintendent

935 14th Street
Marysville, CA 95901
Telephone: 530-749-4900
Fax: 530-741-6500
www.yuba.net

DATE: November 1, 2013

TO: Gay Todd, Superintendent
Marysville Joint Unified School District

Jill Segner, Principal
Cedar Lane Elementary School

FROM: Scotia Holmes Sanchez, Superintendent
Yuba County Office of Education

RE: Williams Visit-Cedar Lane Elementary School

Dear Dr. Todd and Ms. Segner:

California Education Code Section 1240 requires that I, as Superintendent of Schools, visit schools identified in Yuba County and report to you the results of my visit. This report concerns my visit to Cedar Lane Elementary School which is in the Marysville Joint Unified School District. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Cedar Lane Elementary School.

The purpose of my visit as specified in California Education Code 1240 was:

To ensure that students have access to "sufficient" instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;

To assess compliance with facilities maintenance to determine the condition of a facility that "poses an emergency or urgent threat to the health or safety of pupils or staff"; and

To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that as the Superintendent of Schools in Yuba County, I annually monitor and review:

Teacher assignments in Decile 1-3 schools;

Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and

Expanded audit review authority in the areas of use of Instructional Materials Program Funds, teacher misassignment and information reported on the School Accountability Report Card.

While the areas enumerated in this paragraph are not mandated to be a part of this report to you, they are being included so that you and the citizens of our community will have a complete understanding of the environment in which Cedar Lane Elementary School is functioning.

Before proceeding with the report, let me define some basic terms:

“Sufficient instructional materials” means every pupil, including English language learners, has a textbook in the four core areas to use in class and to take home.

“Facilities standards” means that each school district who receives state funding for facilities is required to establish a facilities inspection program and to ensure that each of the schools is maintained in good repair.

“Good repair” is defined as maintaining schools that are clean, safe, and functional.

My findings during my visit to Cedar Lane Elementary School related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

School Facilities:

The facility inspection for health and safety and for the verification of the district’s facility evaluation was completed. The school’s 2013 State Facility Inspection Tool (FIT) is **attached**. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration and are listed below: Though some of these items may have open work orders and scheduled completion dates, other items have not yet been identified as facility needs.

- **GAS LEAKS** – Good Repair
- **MECH/HVAC** – Good Repair
- **SEWER** - Good Repair
- **INTERIOR SURFACES** – Good Repair
- **OVERALL CLEANLINESS** – Good Repair
- **PEST/VERMIN INFESTATION** - Good Repair
- **ELECTRICAL** – Good Repair
- **RESTROOMS** – Site Center/Triple Restroom, ADA stall door loose & handicap door signs missing.
- **SINKS/ FOUNTAINS** – Room P-206, drinking fountain does not work.
- **FIRE SAFETY** – Pre School #4850, both fire extinguishers show charges but both are expired.
- **HAZARDOUS MATERIALS** – Good Repair
- **STRUCTURAL DAMAGES** – Good Repair
- **ROOFS** – Good Repair
- **PLAYGROUND/SCHOOL GROUNDS** – Good Repair
- **WINDOWS/DOORS/GATES/FENCES** – Good Repair

Instructional Materials:

The Williams Verification Visit to Cedar Lane School occurred on September 6, 2013. This was an announced visit. Twenty-five percent of the classrooms were visited as required under the Williams’ statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/ language arts, math, history/social science, and science textbooks provided to the students at Cedar Lane Elementary School.

School Accountability Report Card:

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." To that end, the 2011-2012 School Accountability Report Card, published during the 2012-2013 school year was reviewed.

School Facilities: The SARC reports that the facilities inspection was completed by the district on August 2012, resulting in an overall rating of "Good." See the attached Facility Inspection Tool for details of school facility condition on September 5, 2013.

Instructional Materials: The SARC reports that students have sufficient textbooks in the four core subjects. This was verified by the September 6, 2013 Williams visit.

Teacher Misassignment:

Monitoring for teacher misassignments will be conducted in the spring and reported in the 3rd quarter report.

Audit Review:

There were no audit findings for this site.

Uniform Complaint:

A Uniform Complaint form was posted in every classroom visited by the Williams team.

No uniform complaints were reported during the fourth quarter of the 2012-2013 school year (April 1-June 30th).

In conclusion, let me assure each of you receiving this report and especially the Marysville Joint Unified School District Board, Dr. Gay Todd, Marysville Joint Unified School District Superintendent, and the entire staff of Cedar Lane Elementary School, that the Yuba County Office of Education is available to support any actions that need to be taken to address the needs identified in this report.

Sincerely,

A handwritten signature in black ink, reading "Scotia Holmes Sanchez". The signature is fluid and cursive, with the first name "Scotia" being the most prominent.

Scotia Holmes Sanchez, Superintendent
Yuba County Office of Education



Schedule of Proposed Action (SOPA)

10/01/2013 to 12/31/2013

Plumas National Forest

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

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Projects Occurring in more than one Region (excluding Nationwide)					
Sierra Nevada Forest Plan Amendment (SNFPA) EIS	- Land management planning	On Hold	N/A	N/A	Donald Yasuda 916-640-1168 dyasuda@fs.fed.us
Description: Prepare a narrowly focused analysis to comply with two orders issued by the Eastern District Court of California on November 4, 2009. Correct the 2004 SNFPA Final SEIS to address range of alternatives and analytical consistency issues.					
Web Link: http://www.fs.fed.us/r5/snfpa/2010seis					
Location: UNIT - Eldorado National Forest All Units, Lassen National Forest All Units, Modoc National Forest All Units, Sequoia National Forest All Units, Tahoe National Forest All Units, Lake Tahoe Basin Mgt Unit, Carson Ranger District, Bridgeport Ranger District, Plumas National Forest All Units, Sierra National Forest All Units, Stanislaus National Forest All Units, Inyo National Forest All Units. STATE - California, Nevada. COUNTY - Alpine, Amador, Butte, Calaveras, El Dorado, Fresno, Inyo, Kern, Lassen, Madera, Mariposa, Modoc, Mono, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Tulare, Tuolumne, Yuba, Douglas, Esmeralda, Mineral. LEGAL - Along the Sierra Nevada Range, from the Oregon/California border south to Lake Isabella as well as lands in western Nevada. Sierra Nevada National Forests.					
R5 - Pacific Southwest Region, Occurring in more than one Forest (excluding Regionwide)					
Mammoth Base Area Land Exchange EA	- Land ownership management	Developing Proposal Est. Notice of Initiation 02/2014	Expected: 07/2015	09/2015	Sheila Irons 760-924-5534 siron@fs.fed.us
Description: Exchange of approximately 21 acres of National Forest System land, currently under special use authorization to Mammoth Mountain Ski Area, located near the Main Lodge north of Highway 203 for approximately 1,500 acres of land in California.					
Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=30428					
Location: UNIT - Mammoth Ranger District, White Mountain Ranger District, Mount Whitney Ranger District, Mt. Hough Ranger District, Mi-Wok Ranger District. STATE - California. COUNTY - Inyo, Mono, Plumas, Tuolumne. LEGAL - Land to be exchanged is located in T.3S, R. 27E., Sec 30, MDM. Proposal includes the addition of non-federal parcels to the Inyo, Plumas, and Stanislaus National Forests in California. Main Lodge, Mammoth Mountain Ski Area.					

Clerk/Board of Supervisors

10/01/2013 03:30 am MT

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Plumas National Forest

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Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest, Forestwide California Department of Water Resources - new permit for existing water monitoring sites CE	Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)				
	- Special use management	On Hold	N/A	N/A	R5 - Pacific Southwest Region Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
	Description: Continued use and maintenance of 20 existing facilities and accessory structures needed to gather data on rainfall and snow depth forest wide, with dedicated winter use helispots. Current permit terminates 12/31/2010. Location: UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Butte, Plumas, Sierra. 20 locations Forest Wide.				

Plumas National Forest, Occurring in more than one District (excluding Forestwide)					
PG&E Herbicide Vegetation Management Program EA	R5 - Pacific Southwest Region				
	- Special use management	In Progress: Notice of Initiation 08/01/2012 Est. Comment Period Public Notice 10/2013	Expected: 12/2013	03/2014	Erika Brenzovich 530-283-7622 ebrenzovich@fs.fed.us
	Description: PG&E proposes to use herbicides in the right of way of 14 transmission lines in order to reduce the risk of fire and maintain a high standard of reliability. They also propose to use herbicides on blackberries along Caribou Road for safety. Location: UNIT - Mt. Hough Ranger District, Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas, Yuba. LEGAL - Not Applicable. Located on the Plumas National Forest within 14 different transmission power lines.				

Plumas National Forest Beckwourth Ranger District (excluding Projects occurring in more than one District)					
Beckwourth-Genesee Dam Project EA	R5 - Pacific Southwest Region				
	- Special use management	In Progress: Comment Period Public Notice 07/11/2012 Est. Objection Period Legal Notice 04/2014	Expected: 05/2014	06/2014	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
	Description: Remove a cabin, pond, solar panels, natural gas storage tank and septic system from National Forest System lands. A well will be capped and abandoned. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R14E, Sec29. Off of Beckwourth-Genesee Road (County Road 111).				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Barry Creek A CE	Beckwourth Ranger District (excluding Projects occurring in more than one District) - Fuels management	On Hold	N/A	R5 - Pacific Southwest Region N/A	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
Description: Fuels reduction treatments on private land using Steven's Funds.					
Barry Creek B CE	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down Whitehawk Ranch.				
	- Fuels management	On Hold	N/A	N/A	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
Description: Fuels reduction treatments on private land using Steven's Funds					
Barry Creek C CE	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch.				
	- Fuels management	On Hold	N/A	N/A	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
Description: Fuels reduction treatments on private land using Steven's Funds					
Beckwourth-Crocker Multi-Purpose Trails Project EA	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch.				
	- Recreation management	In Progress: Comment Period Public Notice 07/26/2013 Est. Objection Period Legal Notice 05/2014	Expected:06/2014	07/2014	Lisa Sedlacek 530-836-7126 lsedlacek@fs.fed.us
Description: Develop a multi-purpose (hiking, biking, OHVs, equestrian) trail connecting the Crocker Campground with Red Clover Valley. Establish a staging area at the intersection of Forest Highway 177 and Forest Road 24N23.					
Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=41454					
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 23 and 24N, R14E, Sections 33, 28, 29, 20, 21, 16, 17. Crocker Campground to road 29N49Y, connecting to quarry road 24N64X to the BG intersection, Crocker Mountain #33.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Crocker Guard Station Public Toilet EA	Beckwourth Ranger District (excluding Projects occurring in more than one District) - Recreation management - Heritage resource management Description: The Beckwourth Ranger District is restoring the historic Crocker GS in preparation for use as a Recreation Rental. RAC funding was secured to analyze and implement the installation of a vault toilet at Crocker. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=40961 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R14E, Section 33. Crocker Guard Station is located about seven miles north of the town of Beckwourth along the Beckwourth Genesee Road.	Completed	Actual: 09/13/2013	07/2014	R5 - Pacific Southwest Region Mary Klejunas 530-836-2575 mklejunas@fs.fed.us
Discovery Placer Exploration Project CE	- Minerals and Geology Description: Claimant proposes to sample the sub-surface material along the remnant stream terrace of Eureka Creek to assess mineral content. Up to 20 test trenches would be excavated with a backhoe. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R11E, NE 1/4 of Section 1, MDBM. The Discovery claim is located along NFS Road 23N37 at Eureka Creek, north of Johnsville, CA.	In Progress: 215 Comment Period Legal Notice 01/09/2013	Expected: 11/2013	06/2014	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
Frenchman Village Road Permit CE *NEW LISTING*	- Special area management Description: The maintenance and use of a road 18' in length and containing approximately .03 acres. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Frenchman Village Tract T24N, R16E Section 5 MDM and, this permit covers a right-a-way .003 miles in length, 66 feet in width, containing approximately .03 acres. Frenchman Village Tract subdivision.	Developing Proposal Est. Scoping Start 11/2013	Expected: 04/2014	11/2016	Lisa Sedlacek 530-836-7126 lsedlacek@fs.fed.us
Frontier Communication Special use Permit Renewal CE *NEW LISTING*	- Land ownership management Description: Frontier Communication is the holder of a communication lease between the U. S. Forest Service (lessor) and Citizens Rural Co., (lessee) Inc. Black Mountain Authorization ID # BRD0013 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Lassen, Plumas. LEGAL - T26N, R15E Section 8 MDM, Ferris Management Area #41. Black Mountain Lookout.	Developing Proposal Est. Scoping Start 09/2013	Expected: 10/2013	01/2014	Lisa Sedlacek 530-836-7126 lsedlacek@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Gold Lake Boat Launching Facility CE	- Facility management	In Progress: 215 Comment Period Legal Notice 08/17/2013	Expected: 10/2013	04/2014	R5 - Pacific Southwest Region Lisa Sedlacek 530-836-7126 lsedlacek@fs.fed.us
Description: Improve recreation facilities, providing 63 boat parking stalls and three accessible parking stalls for visitors. This project is in partnership with the Department of Boating and Waterways.					
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T 22 N, R 12 E, Section 16. Lakes Basin Recreation Area, Gold Lake Boat Launching Facility.					
Hayden Project EA	- Forest products - Fuels management	In Progress: Comment Period Public Notice 02/13/2013 Est. Objection Period Legal Notice 02/2014	Expected: 04/2014	03/2015	Kyla Sabo 530-836-7157 kylasabo@fs.fed.us
Description: Reduce fuel loading within the Wildland Urban Interface surrounding the communities of Portola, Delleker, Mabie and Lake David Highlands while promoting a healthy, diverse, fire-resilient forest structure and improve watershed health.					
Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=40385					
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Not Applicable. North of the communities of Delleker, Mabie, Portola and Lake Davis Highlands.					
Lakes Basin Forest Health Project EIS	- Recreation management - Forest products - Vegetation management (other than forest products) - Fuels management	Developing Proposal Est. NOI in Federal Register 03/2014	Expected: 06/2015	05/2016	Kyla Sabo 530-836-7157 kylasabo@fs.fed.us
Description: Improve forest health and reduce hazards around recreation sites. Activities include mechanical thinning, grapple piling, mastication, hand thinning and underburning.					
Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=40964					
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas, Sierra. LEGAL - Not Applicable. Lakes Basin recreation area.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Last Chance Creek Phase II Restoration Project EIS	Beckwourth Ranger District (excluding Projects occurring in more than one District) - Watershed management Description: Restore the hydrologic function of approximately 7.8 miles of Last Chance Creek and 402 acres of degraded meadow system. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The project area is in Sections 9, 10, 11, 14, and 15 of T26N, R13E and Sections 15, 16, and 17 of T26N, R14E. Last Chance HUC 5 watershed.	Developing Proposal Est. NOI in Federal Register 11/2013	Expected: 07/2014	06/2015	R5 - Pacific Southwest Region Antonio Duenas 530-836-7156 tduenas@fs.fed.us
Layman Association Water Tank Replacement and re- issuance of a Special Use Permit. CE *NEW LISTING*	- Special use management Description: Layman Association of cabin owners plan to replace a water tank that was damaged during the winter of 2012/2013. The work will include the removal of the old tank. The new tank will be re-connected to the existing pipes. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Section 30, T23N, R12E. Located within Management Area 34; Mohawk Section 30, T23N, R 12E, The tank is located just off FR 23N04 on the original Cub Valley Roadbed.	Developing Proposal Est. Scoping Start 09/2013	Expected: 11/2013	03/2014	Kyla Sabo 530-836-7157 kylasabo@fs.fed.us
McKesick Peak and Ferris Fields Allotments Project EA	- Grazing management Description: The purpose of this project is to re-authorize continued livestock grazing consistent with Federal laws and regulations in a manner that maintains or improves project area resource conditions. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=41939 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The McKesick Peak Allotment is located in T26N, R14E, Sections 13, 14, 22-24, T26N, R15E, Sections 17-23, 26-29, 33-35. The Ferris Fields Allotment is located in T26N, R15E, portions of sections 30-33. North of Frenchman Lake.	In Progress: Comment Period Public Notice 04/17/2013 Est. Objection Period Legal Notice 01/2014	Expected: 02/2014	05/2014	Kyla Sabo 530-836-7157 kylasabo@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
Mills Peak Trailhead Toilet CE	- Recreation management	Developing Proposal Est. Scoping Start 01/2014	Expected:01/2014	07/2014	Pandora Valle 530-836-7123 pvalle@fs.fed.us
	Description: Installation of an SST toilet building near Mills Peak Lookout				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas, Sierra. LEGAL - T21, R12, Section 10 - below the Mills Peak Lookout. Mills Peak Lookout.				
Mohawk Placer CE	- Minerals and Geology	In Progress: 215 Comment Period Legal Notice 09/11/2013	Expected:11/2013	06/2014	Donna Duncan 530-283-7650 ledlund@fs.fed.us
NEW LISTING	Description: Proposal to use a rubber tracked excavator to dig 4 test trenches. Trenches would be 24' long x 2' wide x 2' deep. Maerial that is excavted would be scanned with a metal detector to recover mineral material. Trenches will be reclaimed.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N, R12E, SE 1/4 of Section 11, MDBM. Access is off Gold Lake Highway to the 721 Road to Church Creek Road.				
Perry Jones #5 Abandoned Mine Closure CE	- Minerals and Geology	In Progress: 215 Comment Period Legal Notice 09/19/2012	Expected:08/2013	09/2013	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
	Description: Closure of abandoned mine adit using a bat gate. Closure of mine adit will provide for public safety in the community of Clio and neighboring communities.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R13E, NE ¼ of Section 32. County Road A-15 to NFS Road 22N13, near the community of Clio.				
Ramelli and Hall EA	- Grazing management	Developing Proposal Est. Notice of Initiation 11/2013	Expected:06/2014	06/2014	Scott Lusk 530-836-7165 salusk@fs.fed.us
	Description: Ramelli and Hall Allotments				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Portions of section in T24N R15E and T24N R16E. Ramelli and Hall Allotments.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Smith Peak/Lake Davis Motorized and Non-Motorized Trail Planning EA	- Recreation management	In Progress: Scoping Start 01/26/2012 Est. 215 Comment Period Legal Notice 02/2015	Expected: 03/2015	02/2017	R5 - Pacific Southwest Region Lisa Sedlacek 530-836-7126 lsedlacek@fs.fed.us
Description: Development of a winter and summer Recreation Management Plan for motorized and non-motorized recreation in the Jackson Creek, Smith Peak and Lake Davis Area.					
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Westernmost T23N, R11E, Sec.22 Easternmost T23N, R 13E, Section 26. Jackson Creek, Smith Peak and Lake Davis Recreation Area.					
Sulphur and Barry Creek Restoration Project EA	- Forest products - Vegetation management (other than forest products) - Watershed management	On Hold	N/A	N/A	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
Description: Project consist of restoring approximately 0.5 mile of Sulphur Creek (0.28 mile) and Barry Creek (0.24 mile). Project may also include a Timber Sale component for the removal of encroaching conifers on cottonwood stands within the project area.					
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N, R13E, Sections 4 & 5. Lake Davis - Long Valley Hydrologic Unit Code (HUC) 5 Watershed.					
Plumas National Forest 7N7 Mining Plan of Operations CE	- Minerals and Geology	On Hold	N/A	N/A	R5 - Pacific Southwest Region Donna Duncan 530-532-7461 dmduncan@fs.fed.us
Description: Use of backhoe/frontloader to dig sample holes up to 10 ft deep. Total of 25 cy or less. Material to be sluiced in Nelson creek. Occupancy on claim in campers, with toilets/porta-potties.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R11E, Sec30. West branch of Nelson Creek, Approx 6 miles west of Johnsville, CA.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest California Department of Water Resources - Amend permit to install a streamgauge at 2nd location CE	- Special use management	On Hold	N/A	N/A	R5 - Pacific Southwest Region Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
	Description: CA DWR proposes to install a streamgauge station at the PG&E Miocene Dam near Magalia.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SE 1/4 of SW 1/4 of Section 30, T23N, R4E, Miocene Dam near Magalia, California.				
Geraldine Mining Plan of Operations EA	- Minerals and Geology	In Progress: Scoping Start 04/18/2012 Est. 215 Comment Period Legal Notice 10/2013	Expected: 10/2013	06/2014	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	Description: Exploratory work in existing mine adit. Travel on non-system road and staging area near adit.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T19N, R6E, Sec 3, 10. Near Old Forbestown.				
Grizzly Summit Hazard Tree Project CE	- Forest products	Cancelled	N/A	N/A	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
	Description: Hazard tree removal along Oro-Quincy Highway.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R6E, Sections 28, 21, 22, 15, 14 and 11, MDM. Seven miles southwest of Bucks Lake on Highway 162.				
HDH/Millet Mining Plan Of Operations EA	- Minerals and Geology	In Progress: Scoping Start 08/17/2011 Est. 215 Comment Period Legal Notice 10/2013	Expected: 10/2013	05/2014	Donna Duncan 760-379-5646 dmduncan@fs.fed.us
	Description: Placer mining. Panning, sluicing, dredging. Use of non-system road.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T20N, R9E, Sec 10, 15, 16. Feather River Ranger District, Plumas national Forest, along Canyon Creek.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Know Nothing Roadside Timber Sale CE	- Forest products - Road management	Cancelled	N/A	N/A	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
R5 - Pacific Southwest Region					
Description: Removal of hazard trees along approximately 4 miles of forest roads 20N24, 22N24, and 21N16in the vicinity of Sly Creek Res (roads are near Know Nothing Creek). (R. 7& 8 E., T. 20N)					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - All or portions of Sections 4, 5, 7, 8, & 18 T. 20 N. R. 8 E. and Sections 1, 2, & 12 T. 20 N., R. 7 E. MDM. Near Strawberry Valley CA, in Butte County along approximately 4 miles of forest roads 20N24, 22N24, and 21N16in the vicinity of Sly Creek Res. (R. 7& 8 E., T. 20N).					
Last Chance Mining Plan of Operations EA	- Minerals and Geology	In Progress: Scoping Start 08/17/2011 Est. 215 Comment Period Legal Notice 10/2013	Expected:10/2013	05/2014	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	Description: Placer mining along Slate Creek. Dredging, panning and sluicing. Use of non-system road and gated access.				
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas, Sierra. LEGAL - T21N, R9E, Sec 11. Feather River Ranger District, slate creek.					
Pendola Silviculture Project CE	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products) - Fuels management	On Hold	N/A	N/A	Errol Solomon 530-532-7413 esolomon@fs.fed.us
	Description: The Feather River Ranger District (PNF) is proposing to treat a minimum of 160 acres of plantation ground within the Pendola boundary. Treatments will include: mastication, hand cutting and piling, pile burning, under burning, reforesting and release				
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T18N R7E S2,11,12, 14, 15, and 26. Located near Bullards Reservoir and adjacent to the Challenge community.					
Provost, Rod - renew permit for existing access road. CE	- Special use management	On Hold	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
	Description: Continued use and maintenance of an existing access road, approximately 150' on National Forest System lands, to private property.				
	Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=34303				
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Section 34. Near Little Grass Valley Reservoir, north of La Porte, California.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest South Branch Middle Fork Meadow-Aspen Complex Enhancement CE	<ul style="list-style-type: none"> - Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Watershed management <p>Description: To improve and maintain wet meadow/riparian habitats and quaking aspen survival, stream morphology, hydrologic function, water quality, and aquatic habitat while generating commercial timber volume to expedite restoration activities.</p> <p>Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R8E, S23, 24, & 26. Approximately 2 miles west of Little Grass Valley Reservoir on the north side NFS Rd 22N94.</p>	Completed		10/2013	R5 - Pacific Southwest Region Cindy Roberts 530-532-7467 ckroberts@fs.fed.us
Sugarloaf Hazardous Fuels Reduction EIS	<ul style="list-style-type: none"> - Special area management - Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management <p>Description: Reduce hazardous fuels around the communities of La Porte and American House and reintroduce fire to the landscape.</p> <p>Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=36549</p> <p>Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T22N, R10E, S19, 20, 29-32, T22N, R9E, S24, 25, 35, 36. T21N, R10E, S5-8, T21N, R9E, S1-3, 5-12, 14-22, 27-32, T21N, R8E, S24-26, 35, 36, T20N, R8E, S1, 2, 22, 27, 28, 33, 34. Adjacent to the communities of American House and La Porte within the southeast portion of the Feather River Ranger District.</p>	<p>In Progress:</p> <p>NOI in Federal Register 07/15/2012</p> <p>Est. DEIS NOA in Federal Register 09/2013</p>	Expected:01/2014	07/2014	Carol Spinos 530-534-6500 cspinos@fs.fed.us
Taber Mine Plan of Operations EA	<ul style="list-style-type: none"> - Minerals and Geology <p>Description: Continued Maintenance and clearing of the existing adit. Repair and maintenance of the access road. Use of backhoe to transport material from the adit to the wash plant. Use and maintenance of the settling pond. Use of the historic cabin.</p> <p>Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T22N, R9E, Sec 30. Just off the La Porte road, about 7 miles NE of La Porte, CA.</p>	<p>In Progress:</p> <p>Scoping Start 10/10/2012</p> <p>Est. 215 Comment Period Legal Notice 10/2013</p>	Expected:12/2013	05/2014	Donna Duncan 530-532-7461 dmduncan@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Union Hill Hazardous Fuels and Ecological Restoration Project EA	<ul style="list-style-type: none"> - Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management 	Developing Proposal Est. Scoping Start 10/2013	Expected: 12/2013	06/2014	R5 - Pacific Southwest Region Carol Spinos 530-534-6500 cspinos@fs.fed.us
Description: Modify hazardous fuels conditions to protect local communities. Overcrowded forests pose an increased risk to watersheds and forest resources. Implement restoration activities to improve watershed conditions, enhance wildlife/aquatic habitat, meadows					
Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=41053					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T19N, R8E, S2; T20N, R8E, S22, S25, S26, S27, S35; T20N, R9E, S6, S7, S8, S16, S17, S18, S19, S20, S21, S30; T21N, R9E, S31. West and south of the community of LaPorte, California.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Shenandoah Abandoned Mine Closure CE	<ul style="list-style-type: none"> - Minerals and Geology 	In Progress: Scoping Start 06/01/2011	Expected: 01/2014	06/2014	R5 - Pacific Southwest Region Leslie Edlund 530-283-7650 ledlund@fs.fed.us
Description: Closure of 3 mine adits at the Shenandoah Mine. Mine closure will provide for public safety. Bat gates and culverts will be installed as needed.					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, NE 1/4 of Section 28. Shenandoah Mine is located within the Bucks Lake Wilderness above the town of Rich Bar.					
Bila PGE Telephone Pole Replacement Project CE	<ul style="list-style-type: none"> - Special use management 	In Progress: 215 Comment Period Legal Notice 08/21/2013	Expected: 11/2013	12/2013	Dani Swantic 530-283-7525 dswantic@fs.fed.us
NEW LISTING Description: PGE proposes to remove and replace 25 power poles an guy wires as necessary along this corridor. New poles will be set 5 feet from old pole. Poles will be set with the use of helicopter. Minimal ground disturbance is expected.					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, section 3 and T26N, R9E, sections 34 and 35. Project is located along highway 89 between highway 70 and Crescent Mills.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Chip-munk Recovery and Restoration Project EA	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Forest products - Vegetation management (other than forest products) - Road management Description: This project proposes activities that include removal of roadside safety hazards, recovery of economic value of fire-killed trees, and re-establishment of forested conditions. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=41149 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R6E, sections 23, 24, and 26; T25N, R7E, sections 1, 2, 4-8, 10, 11, and 17-20; T26N, R7E, sections 1, 2, 4, 7-9, 10-19, 20-27, and 30-36; T26N, R8E, sections 2-9, 10, 11, 14-23, and 26-34; T27N. The Chip-munk Recovery and Restoration Project (Chip-munk Project) is located approximately 5 miles west of Greenville, California near Butt Valley Reservoir and the communities of Seneca and Caribou.	Completed	Actual: 07/30/2013	08/2013	R5 - Pacific Southwest Region Katherine Carpenter 530-283-7619 kacarpenter@fs.fed.us
Chips Fire Pacific Gas and Electric Right of Way Salvage Timber Project CE	- Forest products - Vegetation management (other than forest products) - Special use management Description: Salvage felled hazard trees along nine miles (up to 250 acres) of PG&E right of way corridors on National Forest System land. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=42179 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, sections 5-7, 18, 19, 30, and 31; T26N, R7E, sections 2, 11-13, 24, and 25; T27N, R8E: sections 28, 29, and 32; T27N, R7E: sections 27, 34, and 35 (Mt. Diablo Base Meridian). Within the footprint of the Chips Fire perimeter, south of Lake Almanor, CA, between the unincorporated towns of Canyon Dam, CA and Belden, CA, and within the vicinity of Butt Valley Reservoir.	Completed	Actual: 07/01/2013	07/2013	Katherine Carpenter 530-283-7619 kacarpenter@fs.fed.us
El Rico Mina Placer Mining Project EA	- Minerals and Geology Description: Proposal to conduct placer mining operations along the edge of the road utilizing a backhoe and bulldozer. Proposal also includes sampling within the road bed itself, utilizing an auger to remove sample material. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R9E, Section 4, MDBM. The project area is located along an unnamed ephemeral channel, west of Greenville area. Access is along NFS Road 26N81, also known as North Canyon Road.	In Progress: 215 Comment Period Legal Notice 12/05/2012	Expected: 12/2013	05/2014	Leslie Edlund 530-283-7650 ledlund@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Gold Mill Placer CE *NEW LISTING*	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Minerals and Geology Description: Proposal is to use a backhoe to dig 5 test pits and excavate material for processing through a highbanker. Water will be pumped from Mill Creek and discharged back to pit. Approx .25 miles of a non-system spur/access road may be opened and repaired. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, Section 22, MDBM. The claim is located along Mill Creek, off of NFS Road 25N20, near the town of Virgilia.	In Progress: Scoping Start 09/25/2013 Est. 215 Comment Period Legal Notice 10/2013	Expected: 12/2013	05/2014	R5 - Pacific Southwest Region Donna Duncan 530-283-7650 ledlund@fs.fed.us
Golden Eddie Placer CE *NEW LISTING*	- Minerals and Geology Description: Mining operation consisting of hand shoveling and panning work. Operation also includes use of a sluice box in the creek and a drywasher 60 feet from the creek. The plan would authorize 4 month occupancy at the site in a self contained motor home. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R12E, Section 21, MDBM. Project is located along Indian Creek along NFS Road 29N43 (Antelope Lake Road). Nearest town is Taylorsville, CA.	In Progress: 215 Comment Period Legal Notice 09/11/2013	Expected: 11/2013	05/2014	Donna Duncan 530-283-7650 dmduncan@fs.fed.us
Grays Flat Quincy-Caribou PGE Pole Replacement CE *NEW LISTING*	- Special use management Description: PGE is proposing replacing 16 wood utility poles in two areas on NFS Lands. These two areas are along the Grays Flat-Quincy Caribou #2 Line. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, section 14, 15, 16, 21, 22, and 23. The proposed treatment area is the power line between Grays Flat and Quincy Caribou #2 Line.	In Progress: 215 Comment Period Legal Notice 08/14/2013	Expected: 11/2013	12/2013	Dani Swantic 530-283-2050 dswantic@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Greenhorn Creek Guest Ranch Outfitting and Guiding Permit reissue CE	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Recreation management	In Progress: Scoping Start 12/26/2012 Est. 215 Comment Period Legal Notice 04/2013	Expected:05/2013	05/2013	R5 - Pacific Southwest Region Erika Brenzovich 530-283-7620 ebrenzovich@fs.fed.us
	Description: Reissue a 10 year O & G Permit for horseback rides and an assigned campsite on Forest Service land. This is the same operation as the past 10 years, with approximately 39 miles of trail and the majority of the rides with 8 miles of the Ranch				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24 R10,R11 T23R10 R11 T24 R12. Mt. Hough Ranger District and Little Summit Lake on Beckwourth Ranger District.				
Grizzly Forebay and North Fork River PG&E Pole Replacement Project CE *NEW LISTING*	- Special use management	In Progress: 215 Comment Period Legal Notice 08/28/2013	Expected:11/2013	12/2013	Dani Swantic 530-283-2050 dswantic@fs.fed.us
	Description: PGE is planning on replacing two wood poles within the Grizzly Forebay and North Fork River. Ground disturbance will be in the form of digging two new holes approximately 5 feet from old hole. No other disturbance is expected.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R6E, section 34 and T26N, R6E, and section 35. Poles are adjacent to Grizzly Forebay and Highway 70 and the North Fork Feather River.				
Kris 8 & 9 Lode Exploration CE *NEW LISTING*	- Minerals and Geology	In Progress: 215 Comment Period Legal Notice 08/21/2013	Expected:10/2013	11/2013	Donna Duncan 530-283-7650 ledlund@fs.fed.us
	Description: Proposal for exploratory drilling in 4 sites along an old road. Five to six holes will be drilled to a depth of 500'. A 10'x10'x 4' sump will be dug at each site to catch cuttings and recycle drill fluids. Water will be pumped from adjacent pond.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R8E, SE 1/4 of Section 35, MDBM. Project is along NFS Road 27N92, in the old Clear Creek Mine pit. The closest town is Canyon Dam, CA.				
MHRRangeAllotments2013 EA	- Grazing management	Developing Proposal Est. Scoping Start 10/2013	Expected:09/2014	06/2014	Katherine Carpenter 530-283-7619 kacarpenter@fs.fed.us
	Description: Mount Hough Range Allotments 2013				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - portions of sections in T27N R12E. Mt Hough Ranger District.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Marion Creek Placer CE	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Minerals and Geology	Completed	Actual: 08/01/2013	08/2013	R5 - Pacific Southwest Region Leslie Edlund 530-283-7650 ledlund@fs.fed.us
	Description: Use of a backhoe to dig approximately 15 test trenches. Excavations will be approximately 10' x 10' and 3' to 9' deep. Material will be scanned with a metal detector. Non producing material will be returned to the trenches and re-contoured. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26M, R8E, Section 21, MDBM. Marion Creek, Seneca California. Site is located off of County Road 306 in Seneca. T26N, R8E, Section 21.				
Silver Lake Campground Toilet Replacement CE	- Recreation management - Facility management	Developing Proposal Est. Scoping Start 04/2013	Expected:05/2013	08/2013	Erika Brenzovich 530-283-7620 ebrenzovich@fs.fed.us
	Description: The vault toilet in the lower area of Silver Lake Campground will be replaced with a new "sweet smelling" vault toilet. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Township 24N, Range 8E, Section 7. Silver Lake Campground, approximately 6 miles from Mead.				
Storrie Fire / Chips Fire Fuels Reduction and Forest Restoration Project CE	- Fuels management	Developing Proposal Est. Scoping Start 04/2013	Expected:07/2013	10/2013	David Kinatader 530-283-7676 djkinatader@fs.fed.us
	Description: Hand thinning treatments would treat 737 acres and mastication would treat 15 acres that burned at low severity in the 2000 Storrie Fire and the 2012 Chips Fire and where small conifer tree stocking remains high. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. About 4 miles north of Belden, CA.				
Storrie Fire / Chips Fire Reforestation Project CE	- Vegetation management (other than forest products)	Developing Proposal Est. Scoping Start 04/2013	Expected:07/2013	10/2013	David Kinatader 530-283-7676 djkinatader@fs.fed.us
	Description: This project proposes reforestation on 310 acres that burned in both the 2000 Storrie Fire and the 2012 Chips Fire. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. About 4 miles north west of Belden, CA.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Storrie-Rich Fire Area Invasive Plant Treatment Project EA	<p>- Wildlife, Fish, Rare plants - Vegetation management (other than forest products)</p> <p>Description: Treat up to 200 acres annually of priority invasive plant infestations using a combination of manual, cultural, and chemical methods on NFS lands in watersheds affected by the Storrie and Rich fires.</p> <p>Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=38602</p> <p>Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R5E; T23N R6E; T24N R5E; T24N R6E; T24N R7E; T25N R6E; T25N R7E; T25N R8E; T26N R6E; T26N R7E; T26N R8E. Watersheds affected by the Storrie and Rich fires; nearest town is Belden.</p>	<p>In Progress: Notice of Initiation 03/09/2012 Est. Comment Period Public Notice 11/2013</p>	<p>Expected: 06/2014</p>	<p>07/2014</p>	<p>R5 - Pacific Southwest Region</p> <p>Chris Christofferson 530-283-7652 cchristofferson@fs.fed.us</p>
Sunset Consolidated (China Bar) Placer Mining EA	<p>- Minerals and Geology</p> <p>Description: Use of an excavator to remove material from a terraced area approximately 200 feet upslope of the river. A conveyor, wash plant and sluice box will be used for processing. Water will be pumped from an existing settling pond.</p> <p>Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Section 19. North Fork of the Feather River, Seneca, CA.</p>	<p>In Progress: Scoping Start 07/26/2012 Est. 215 Comment Period Legal Notice 10/2013</p>	<p>Expected: 11/2013</p>	<p>05/2014</p>	<p>Donna Duncan 530-283-7650 ledlund@fs.fed.us</p>
Twain Highway 70 PGE Pole Replacement CE *NEW LISTING*	<p>- Special use management</p> <p>Description: PGE proposes to replace one distribution pole in the town of Twain, CA. Work will consist of excavation the hole for the new pole, setting the pole, transferring the overhead lines using a bucket truck or by climbing the pole.</p> <p>Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, section 21. Project is located approximately one mile from the town of Twain, CA.</p>	<p>In Progress: 215 Comment Period Legal Notice 08/21/2013</p>	<p>Expected: 11/2013</p>	<p>12/2013</p>	<p>Dani Swantic 530-283-2050 dswantic@fs.fed.us</p>

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Whitlock Ravine Staging Area Development EA	- Recreation management	In Progress: Scoping Start 05/30/2012 Est. 215 Comment Period Legal Notice 05/2013	Expected: 07/2013	09/2013	Jim Evans 530-283-7625 jimevans@fs.fed.us
Description: Create gravel parking and install barriers for an Off Highway Vehicle and Snowmobile Staging Area.					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R8E Section 12. Whitlock Ravine off County Road 435.					
Wolf Creek Fuels Reduction and Hazard Tree Removal Project CE	- Forest products - Fuels management - Road management	In Progress: 215 Comment Period Legal Notice 06/13/2012	Expected: 04/2013	05/2013	Curtis Yocum 530-283-7667 curtisyocum@fs.fed.us
Description: This project encompasses approximately 70 acres of fuels treatment and hazard tree removal along National Forest System (NFS) road 27N80. The proposes to treat standing fuels and hazard trees within 100 feet of the road prism.					
Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=39794					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R8E, Section 26; T27N, R9E, Section 31; and T26N, R9E, Section 6. The project is located along NFS road 27N80 approximately 3-5 miles southeast of Canyon Dam, California.					

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