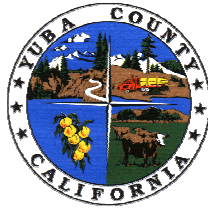


BOARD OF SUPERVISORS

AGENDA



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.

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

TUESDAY, MAY 23, 2017
9:00 A.M.

Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones or other electronic devices which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard and comments shall be limited to three minutes per individual or group.

8:45 A.M. Human Services Committee – Supervisors Bradford and Leahy, Alternate Supervisor Vasquez

- 214/2017** Consider resolution authorizing application for the Naloxone Distribution Project grant, and authorizing Director to execute documents required by application, resultant grant, and any documents related to program, and to accept, transfer and distribute the product in accordance within provisions of grant – Health and Human Services (Ten minute estimate)

PLEDGE OF ALLEGIANCE : Led by Supervisor Lofton

ROLL CALL : Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher

CONSENT AGENDA

All matters listed under Consent Agenda are considered to be routine and can be enacted in one motion.

- 200/2017** Administrative Services: Authorize Budget Transfer in the total amount of \$3,600 from Airport Enterprise Fund 130 to Airport Maintenance Structure 130 for airport perimeter fence repair.
- 203/2017** Board of Supervisors: Approve Child Care Planning Council of Yuba and Sutter Counties Local Planning Council County Priorities Report for general child care and development programs.
- 193/2017** Clerk of the Board: Appoint Sheila Gee to Area 4 Agency on Aging Advisory Council with a term ending June 30, 2019.
- 188/2017** Clerk of the Board: Appoint to In-Home Supportive Services Advisory Committee, Xia Lla Yang, Kimberly K. Thom, Christopher Hummel, and Nancy Jackson with terms to end May 23, 2019, and Ron Russell, Brandon Corbella with a term to end May 23, 2020.
- 182/2017** Clerk of the Board: Reappoint Donald Rae to Plumas Lake Specific Plan Design Review Committee as a Resident Representative with a term ending May 10, 2019.

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- 195/2017** Clerk of the Board: Appoint to Yuba County Commission on Aging Debbie Panteloglew as a District Four Representative with a term ending December 31, 2020 and Sheila Gee as an At-large Representative with a term ending April 5, 2019.
- 197/2017** Clerk of the Board of Supervisors: Approve meeting minutes from April 25 and May 2, 2017.
- 224/2017** Community Development and Services Agency: Authorize budget amendment increasing the appropriation to 101-4900 (County Parks and Recreation) in the amount of \$20,000 to come from the County Parks Trust Fund (204), and authorize a fixed asset purchase for a replacement commercial mower.
- 225/2017** Community Development and Services Agency: Award contract to apparent low bidder for bridge replacement of New York House Road over Dry Creek project and authorize the Chair to execute pending County Counsel approval.
- 204/2017** County Administrator: Adopt resolution approving a revised County Debt Management Policy.
- 163/2017** County Administrator: Approve contract with Yuba Sutter Legal Center for Small Claims Court Litigant Assistance and authorize Chair to execute.
- 142/2017** Office of Emergency Services: Adopt resolution to proclaim an ongoing local emergency due to historic rainfall.
- 143/2017** Office of Emergency Services: Adopt resolution proclaiming the existence of an ongoing local emergency due to the Oroville Dam Event.
- 144/2017** Office of Emergency Services: Adopt resolution to proclaim an ongoing local emergency due to Tree Mortality.
- 145/2017** Office of Emergency Services: Adopt resolution to proclaim an ongoing local emergency due to flood waters.
- 186/2017** Health and Human Services: Approve the acceptance of recreational vehicle donation for the benefit of 14Forward.
- 196/2017** Health and Human Services: Adopt resolution authorizing the Director to apply for Maternal, Child and Adolescent Health (MCAH) Grant Funds, accept funds, and execute the resultant grant agreement and other pertinent documents.
- 211/2017** Health and Human Services: Authorize Budget Adjustment in the amount of \$500.00 from Account No. 101-5800-455.22-00 (Office Supplies) to Account No. 101-5800-455.29-00 (Travel) to cover shortfall in Veterans Services Office budget for Fiscal Year 2016-17.
- 219/2017** Health and Human Services: Authorize Budget Adjustment in the amount of \$50,000 from Account No. 233-5410-372.96-01 (Contributions/Donations) to Account No. 233-5410-453.18-00 (Maintenance Building Improvement) for \$39,800 and to Account No. 233-5410-453.23-00 (Professional Services) for \$10,200 to cover shortfalls in 14Forward for Fiscal Year 2016-17.
- 205/2017** Sheriff-Coroner: Approve the Service Agreement and Letter of Understanding between the County of Yuba and BGE Yuba, LLC and authorize Chair to execute.

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- 208/2017** Sheriff-Coroner: Adopt resolution authorizing cat adoption fee waiver for period beginning June 1 through June 30, 2017.
- 209/2017** Sheriff-Coroner: Approve Master Service Agreement with TouchPay Holdings, LLC and authorize Chair to execute.
- 217/2017** Sutter Yuba Behavioral Health: Adopt resolution authorizing the application for and receipt of No Place Like Home Program Technical Assistance Grant Funds and authorize County Administrator to execute grant application, and any and all amendments thereto, upon review and approval of County Counsel.

SPECIAL PRESENTATIONS

- 212/2017** Present Proclamation honoring National Nurses Week May 6 - 12, 2017. (Ten minute estimate)

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 three 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. Note: No Board action can be taken on comments made under this heading.

COUNTY DEPARTMENTS

- 183/2017** Clerk of the Board: Appoint two individuals to serve as Resident Representatives on the Plumas Lake Specific Plan Design Review Committee with terms ending May 23, 2019. (Ten minute estimate)
- 207/2017** **11:00 A.M.** Community Development and Services Agency: Adopt resolution authorizing the issuance of special tax bonds for Community Facilities District (CFD) No. 2005-1. (Twenty minute estimate)
- 218/2017** District Attorney: Approve sole source purchase and contract with Karpel Solutions for case management software and authorize the District Attorney to execute contract upon review and approval of County Counsel and Risk Management. (Ten minute estimate)
- 226/2017** Sheriff-Coroner: Authorize Sheriff to contract with Citygate Associates, LLC to conduct a comprehensive services delivery and staffing review, and Contingency Fund Transfer in the amount of \$20,000 to Account No. 108-2700-422-2300, Professionals Services, and authorize Sheriff to execute contract upon review and approval of County Counsel and Risk Management. (4/5 vote) (Roll call vote)
- 230/2017** Sheriff / Administrative Services: Approve tentative award of contract for medical services in the Yuba County jail to California Forensic Medical Group (CFMG) subject to final negotiations and authorize Chair to execute the completed contract upon review and approval of Risk Management and County Counsel. (Fifteen minute estimate)

CORRESPONDENCE

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

- 191/2017** Notice from California State Water Resources Control Board regarding Groundwater Sustainability Agency formation deadline.
- 198/2017** Letter from California County Associations opposing the American Health Care Act.
- 199/2017** Notice from State of California Department of Community Services and Development regarding Yuba-Sutter Economic Development Corporation Audit Report from July 1, 2015 through June 30, 2016.

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.

CLOSED SESSION

- 101/2017** Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA / Negotiator Jill Abel
- 65/2017** Conference with Real Property Negotiator pursuant to Government Code §54956.8 – Property: APN 014-190-035 and 016 commonly known as 4240 Dan Avenue Olivehurst, Property Owners: Yuba County, Negotiators: Doug McCoy /Robert Bendorf
- 213/2017** Conference with Real Property Negotiator pursuant to Government Code §54956.8 – Property: APN 010:131:005/3 8th Street Marysville Negotiating Parties: County of Yuba/Doug McCoy Negotiation: Terms of Payment
- 216/2017** Conference with Real Property Negotiator pursuant to Government Code §54956.8 – Property: APN 006:022:073 Marysville, Negotiating Parties: Western Highland Mortgage Fund LLC/County of Yuba/Kevin Mallen, Negotiation: Terms of Payment
- 23/2017** Pending litigation pursuant to Government Code Section §54956.9 (d)(1) – Hedrick vs. Grant.
- 235-2017** Pending litigation pursuant to Government Code 54956.9(d) (1) - Citizens for Fair Representation et al vs. Secretary of State Alex Padilla
- 232/2017** Personnel pursuant to Government Code §54957(b)(1) – Public Appointment/Environmental Health Director

1:00 P.M. ORDINANCES AND PUBLIC HEARINGS

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

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- 114/2017** Public Hearing: Hold public hearing and adopt resolution confirming the diagram and assessments within the Gledhill Landscaping and Lighting District for fiscal year 2017/2018. (Community Development and Services) (Ten minute estimate) (Roll call vote)
- 116/2017** Public Hearing: Hold public hearing to hear any protests or objections to the intention to levy and collect assessments; adopt resolution determining and imposing assessments within the Linda Street Lighting Maintenance District for fiscal year 2017/2018. (Community Development and Services Agency) (Ten minute estimate) (Roll call vote)
- 192/2017** Public Hearing: Hold public hearing and approve Keystone Cemetery District Conflict of Interest Code. (Clerk of the Board) (Five minute estimate) (Roll call vote)
- 201/2017** Public Hearing: Hold public hearing and approve Olivehurst Public Utilities District Amended Conflict of Interest Code. (Clerk of the Board) (Five minute estimate) (Roll call vote)
- 210/2017** Public Hearing: Hold public hearing and approve Strawberry Valley Cemetery District Conflict of Interest Code. (Clerk of the Board) (Five minute estimate) (Roll call vote)
- 155/2017** Ordinance: Hold public hearing, waive second reading, and adopt ordinance to amend Chapter 3.40.010 and add Chapter 3.04.044 CalPERS Retirement System Board of Administration contract and authorize Clerk of the Board of Supervisors to complete required Certifications of Compliance with Government Code Section 7507 and Governing Body's Action. (Human Resources) (Five minute estimate) (Roll call vote)
- 187/2017** Public Hearing: Adopt resolution approving 2017 Comprehensive Economic Development Strategy and Program Project for Yuba-Sutter Economic Development District. (Yuba Sutter Economic Development Corporation) (Fifteen minute estimate) (Roll call vote)

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) 749:75 10.

The County of Yuba

Health and Human Services Department



TO: Human Services Committee

FROM: Jennifer Vasquez, Director
Homer Rice, MPH, PhD, Health Department
Health and Human Services Department

SUBJECT: Resolution authorizing the HHSD to apply for the Naloxone Distribution Project grant through the California Department of Public Health, Safe and Active Communities Branch for the period of June 1, 2017 through June 30, 2019.

DATE: May 23, 2017

NUMBER: 214/2017

Recommendation

It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Health and Human Services Department (HHSD), Public Health Division, to apply for the California Department of Public Health (CDPH), Safe and Active Communities Branch (SACB), Naloxone Distribution Project grant to provide naloxone product (Narcan nasal spray) to qualified local entities, for the period of June 1, 2017 through June 30, 2019, and authorizing the HHSD Director to execute documents as required by the application, the resultant grant, and any documents related to this program in accordance with the provisions of the grant and to accept, transfer and distribute the naloxone products following CDPH guidelines.

Background

In 2015, with funding from the Centers for Disease Control and Prevention SACB initiated the California Prescription Drug Overdose Prevention Initiative to promote a multi-faceted statewide response involving many partners. The goal of the Naloxone Distribution Project is to reduce the number of fatal overdoses from opioid drugs, including prescription opioids, by increasing access to the life-saving drug naloxone.

Discussion

The HHSD Public Health Division wishes to apply for the Naloxone Distribution Project grant to provide Narcan nasal spray to agencies, such as law enforcement and community-based organizations within Yuba County, that are in the best position to save lives from opioid overdose.

Fiscal Impact:

Approval of the acceptance of the naloxone product will not impact County General Funds.

Attachments

214/2017 Resolution Authorizing the Director of Health and Human Services (HHSD) to apply to the California Department of Public Health, safe and active communities branch, Naloxone grant Program

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

**RESOLUTION AUTHORIZING THE DIRECTOR)
OF THE HEALTH AND HUMAN SERVICES)
DEPARTMENT (HHSD) TO APPLY TO THE)
CALIFORNIA DEPARTMENT OF PUBLIC)
HEALTH, SAFE AND ACTIVE COMMUNITIES)
BRANCH, NALOXONE GRANT PROGRAM)
FOR THE PERIOD OF JUNE 1, 2017)
THROUGH JUNE 30, 2019, AND)
AUTHORIZING THE DIRECTOR OF HHSD TO)
EXECUTE THE DOCUMENTS REQUIRED BY)
THE APPLICATION, THE RESULTANT)
GRANTS, AND ANY DOCUMENTS RELATED)
TO THIS PROGRAM, AND TO ACCEPT,)
TRANSFER AND DISTRIBUTE THE PRODUCT)
IN ACCORDANCE WITH THE PROVISIONS)
OF THE GRANT)**

RESOLUTION NO. _____

WHEREAS, the California Department of Public Health (CDPH), Safe and Active Communities Branch (SACB) has made the Naloxone Distribution Project grant of naloxone product (Narcan nasal spray) available under the Senate Bill 833 to local health departments (LHDs) in all 61 California health jurisdictions to conduct Naloxone Distribution Projects.; and

WHEREAS, the goal of the Naloxone Distribution Project is to reduce the number of fatal overdoses from opioid drugs, including prescription opioids, by increasing access to the life-saving drug naloxone; and

WHEREAS, the Health and Human Services Department (HHSD), Public Health Division, was invited to submit an application through the non-competitive Request of Application process for the Naloxone Distribution Project grant for the term of June 1, 2017 through June 30, 2019. Yuba County will receive direct distribution of Narcan products from CDPH with an estimated value of \$10,631.00.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby authorizes the Director of the Health and Human Services Department to submit an application for the Naloxone Distribution Project grant.

BE IT FURTHER RESOLVED by the Yuba County Board of Supervisors that the Director of the Health and Human Services Department is hereby authorized to: execute, subject to review and approval of County Counsel, all documents as required by the application and the resultant grant for the stated period; to execute amendments or memorandums of understanding developed under this grant if the Naloxone Distribution Project is awarded, and to accept, transfer and distribute the Narcan nasal spray products following CDPH guidelines for the period of June 1, 2017 through June 30, 2019. A copy of the said contract or any amendment thereto shall be filed in the office of the Clerk of the Board, County of Yuba after they have been reviewed and approved by County Counsel and executed by the Director of the Health and Human Services Department.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2017 by the following vote:

AYES:

NOES:

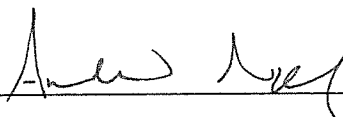
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

BY:  _____

The County of Yuba

Administrative Services



TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services: Authorize Budget Transfer in the total amount of \$3,600 from Airport Enterprise Fund 130 to Airport Maintenance Structure 130 for airport perimeter fence repair.

DATE: May 23, 2017

NUMBER: 200/2017

Recommendation

It is recommended that Authorize Budget Transfer in the total amount of \$3,600 from Airport Enterprise Fund 130 to Airport Maintenance Structure 130 for airport perimeter fence repair.

Background

A total of 180 lineal feet of airport fencing was stolen and needs to be replaced. It appears to have happened during the evacuation period when no one was on the field, including our air ambulance personnel.

Discussion

The cost of the fence repair has been estimated at \$3,600 from Action Roofing, Marysville. The airport's insurance has a \$5,000 deductible, therefore, this is an unexpected and unbudgeted cost to the airport.

Committee Action:

This item was not considered by the Public Facilities Committee in order to expedite the repair to the perimeter fencing. The airport property assessments are fees assessed annually.

Fiscal Impact:

There is no impact to the general fund. The Airport Enterprise Fund 130 has sufficient funds for the request.

Attachments

200-2017 Budget Transfer Adjustment Form

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

FISCAL YEAR 2016-17

DEPARTMENT:

PREPARED BY/PHONE

[illegible]**EXPLANATION FOR BUDGET ADJUSTMENT:**

Adjustment necessary for fence repairs. Funding from fund 131 Airport Capital Improvement Fund

FUNDING SOURCE FOR INCREASES:

BUDGET TRANSFER #

(assigned by ACO)

EXTERNAL
INTERNAL



MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING

MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)

APPROVALS: Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

1) DEPARTMENT HEAD:

SIGNATURE OF AUTHORIZED OFFICIAL

DATE _____

3) AUDITOR-CONTROLLER:

SIGNATURE

DATE _____

2) COUNTY ADMINISTRATOR

SIGNATURE

DATE _____

4) BOARD OF SUPERVISORS:

(if necessary)

SIGNATURE

DATE _____

***** AUDITOR USE ONLY BELOW THIS LINE *****

GENERAL LEDGER:

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY: _____

SIGNATURE DATE

AUDITOR-CONTROLLER'S OFFICE
JOURNAL ENTRY REQUEST FORM

TOTALS	7,200.00	7,200.00
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Memorandum

Date: May 1, 2017
To: Yuba County Board of Supervisors
From: Tonya Byers, Coordinator
Child Care Planning Council of Yuba & Sutter Counties
RE: **Local Planning Council (LPC) County Priorities Report Forms**

RECOMMENDATION: The Council is recommending that the Board of Supervisors approve the Local Planning Council (LPC) County Priorities Report Form for General Child Care & Development Programs and State Preschool Programs as approved by the Council at its April 25, 2017 meeting and authorize the Chairperson of the Board to sign. The LPC County Priorities Report Form is due to the California Department of Education (CDE) on May 30, 2017.

BACKGROUND: California *Education Code (EC)* Section 8499.5 (a) through (d) requires local child care and development planning councils (LPCs) to review local, state and federal data and provide the CDE with an updated listing of their local child care and development funding priorities annually by **May 30**. In 1998, Assembly Bill 1857 amended *EC* Section 8279.3 to include specific expanded mandates for LPCs to identify local funding priorities for the distribution of new state general child care and development and preschool funding to promote equal access to child development services across the state, based on direct impact indicators of need.

In accordance with the Education Code, the County Superintendents of Schools (CSS) and the County Boards of Supervisors (CBS) are mandated to be involved in the local planning process by approving the priorities developed by the LPC for submission to the California Department of Education (CDE), for new state and federal child care funding for the county. Approval is only required when the established priorities are changed. This year the State Department of Education – Child Development Division required all counties to update their priorities using new data collection and analysis criteria.

DISCUSSION: The priority setting process included data and information provided by local agencies and state data bases. The process for determining the priorities was discussed at the Council meeting on April 25, 2017. Public comment on the priorities and the priority setting process was encouraged at the meeting. There were no recommended changes to the priorities at that time. After holding a Public Hearing, the Council approved the funding priorities for FY 2017-2018. The funding priorities are for general child care (full day services) for infant/toddlers and school age children, and for State Preschool services for three and four-year-olds. The priorities are attached for the Board's approval and signature.

COMMITTEE ACTION: No committee has reviewed the request.

FISCAL IMPACT: None

Zip Code Priorities for CA State Preschool (CSPP) Full and Part-Day

County: Yuba

[illegible]

Recommended Yuba County Subsidy Priority Zip Codes for CA State Preschool Services - 2017-18

BOS District	Zip Code	City	Estimated # of 3 & 4 yr olds eligible for State-Subsidized Preschool	Total Spaces in Head Start Classrooms	Total CSPA Spaces	Total 3 & 4 yr olds in Stage 2 or 3 Voucher Program	Total 3 & 4 yr olds in CCTR Program	Total 3 & 4 yr olds in Title 5 Family Child Care Home	Total 3 & 4 yr olds in CAP Voucher Program	TOTAL Subsidized Full & Part Time Spaces for 3s & 4s	Number of Children NOT Served	% of Children NOT Served	# of Low API Elementary Schools	Priority 1 (50% unserved, more than 24 unserved)	Priority 2 (35% unserved, more than 10 unserved)	Priority 3 (20% unserved, more than 10 unserved)	Previous Priority Ranking	Suggested Priority Ranking 2017-2018	
4	95692	Wheatland	109	0	37	2	0	0	1	40	69	63%		1				2	1
1,2	95901	Marysville/Linda	709	98	282	8	8	2	21	419	290	41%	2		2			1*	1*
4	95903	Beale	36	0	42	0	0	0	0	42	-6	-17%				3	3	3	
5	95918	Browns Valley	51	0	2	0	0	0	0	2	49	96%		1			3	2*	
5	95919	Brownsville	29	1	6	1	0	0	0	8	21	72%			2		2	2	
5	95922	Camptonville	14	0	1	0	0	0	0	1	13	93%	1		2		2	2	
5	95925	Challenge	6	0	2	0	0	0	0	2	4	67%			2		2	2	
5	95935	Dobbins	14	0	7	2	0	0	0	9	5	36%				3	2*	2*	
3	95961	Olivehurst	602	64	254	15	2	4	6	345	257	43%				3	3	3	
5	95962	Oregon House	33	0	9	0	0	0	0	9	24	73%	3		2		1*	1*	
5	95977	Smartsville	24	0	1	1	0	0	3	5	19	79%	1		2		2	2	
Estimated for Yuba County			1,627	163	643	29	10	6	31	882	745	46%							

* 95901;95925;95961 Zipcode borders other high need areas. If new spaces were sited here they could serve their neighboring zip codes. Low API schools are also present

Recommend requesting CDE and CCCCA adopt new process which recognizes zip codes within community as priorities. It may be impossible to site new facilities

Sources:

2014, 5 year Estimates from American Institutes for Research (AIR) analysis of American Community Survey and local data collected by the Child Care Planning Council
Counts of federally funded full and part day spaces from E Center Head Start, 2016

Low API (2013, CDE):

95901 Linda Elementary, Paragon Collegiate Academy
95922 Camptonville Elementary
95961 Cedar Lane Elementary, Johnson Park Elementary, Olivehurst Elementary
95962 YES Charter Academy

Zip Code Priorities for Infant Toddler Full-Day Care (CCTR)

County: Yuba

[illegible]

Recommended Yuba County Subsidy Priority Zip Codes for Infant Toddler Care and Development Services 2017-18

BOS District	Zip Code	City	Estimated # of 0 - 35 month olds eligible in State-Subsidy in working families	Total Full-Day CCTR Spaces for 0-35 month olds	Total Early Head Start Spaces for 0-35 month olds	Total 0 - 35 month olds in Stage 2 or 3 Voucher Program	Total 0 - 35 month olds in Title 5 Family Child Care Homes	Total 0 - 35 month olds in CAP Voucher Program	TOTAL Subsidized Full Day Spaces for 0 - 35 month olds	Estimated Number of Children NOT Served	Estimated % of Children NOT Served	# of Low API Elementary Schools	Priority 1	Priority 2	Priority 3	Previous Priority Ranking+	Suggested Priority Ranking 2017-2018				
													(50% underserved, more than 24 underserved)	(35% underserved, more than 10 underserved)	(20% underserved, more than 10 underserved)						
4	95692	Wheatland	131	0	0	0	0	1	1	130	99%		1			1	1				
1,2	95901	Marysville/Linda	853	7	62	5	1	8	83	770	90%	2	1			1	1				
4	95903	Beale	44	0	0	0	0	0	0	44	100%		1			1	1				
5	95918	Browns Valley	63	0	0	1	0	0	1	62	98%		1			2*	2*				
5	95919	Brownsville	35	0	0	0	0	0	0	35	100%		1			2*	2*				
5	95922	Camptonville	17	0	0	0	0	0	0	17	100%		1			2	3				
5	95925	Challenge	8	0	0	0	0	0	0	8	100%	1				2	3				
5	95935	Dobbins	17	0	0	0	0	0	0	17	100%					2	3				
3	95961	Olivehurst	724	7	45	3	3	11	69	655	90%	3	1			1	1				
5	95962	Oregon House	39	0	1	0	0	0	1	38	97%	1	1			2*	2*				
5	95977	Smartsville	25	0	0	1	0	1	2	23	92%		1			2*	2*				
Estimated for Yuba County																					
													1,956	14	108	10	4	21	157	1799	

* Zipcodes do not have high waiting lists for subsidized services. These areas may also be served by adjacent zip codes.

Recommend requesting CDE and CCCCA adopt new process which recognizes zip codes within community as priorities. It may be impossible to site new facilities in particular zip codes

Sources: 2014, 5 year Estimates from American Institutes for Research (AIR) analysis of American Community Survey and data collected by the Child Care Planning Council
Counts of federally funded full and part day spaces from E Center Head Start, 2016

Low API (2013, CDE):

- 95901 Linda Elementary, Paragon Collegiate Academy
- 95922 Campionville Elementary
- 95961 Cedar Lane Elementary, Johnson Park Elementary, Olivehurst Elementary
- 95962 YES Charter Academy

Zip Code Priorities for School-Aged Care (CCTR)

County: Yuba

[illegible]

Recommended Yuba County Subsidy Priority Zip Codes for School Age Care and Development Services 2017-18

BOS District	Zip Code	City	Estimated # of 6-12 year olds eligible State-Subsidy in working families	Total CTR Spaces for 6-12 year olds	Total ASSES/21st Century Spaces for 6-12 year olds	Total 6-12 year olds in Stage 2 or 3 Voucher Program	Total 6-12 year olds in Title 5 Family Child Care Homes	Total 6-12 year olds in CAP Voucher Program	TOTAL Subsidized Spaces for 6-12 year olds	Estimated Number of Children NOT Served	Estimated % of Children NOT Served	# of Low API Elementary Schools	Priority 1 (50% unserved, more than 24 unserved)	Priority 2 (35% unserved, more than 10 unserved)	Priority 3 (20% unserved, more than 10 unserved)	Previous Priority Ranking+	Suggested Priority Ranking 2017-2018
4	95692	Wheatland	305	0	276	2	0	0	278	27	9%					2	2
1,2	95901	Marysville/Linda	1969	40	496	16	5	19	576	1393	71%	2	1			1	1
4	95903	Beale	105	0	0	0	0	0	0	105	100%		1			1	1
5	95918	Browns Valley	147	0	0	0	0	0	0	147	100%		1			2*	1
5	95919	Brownsville	84	0	0	1	0	0	1	83	99%		1			2*	2*
5	95922	Camptonville	42	0	0	0	0	0	0	42	100%	1	1			2*	2*
5	95925	Challenge	21	0	23	0	0	0	23	-2	-10%				3	3	3
5	95935	Dobbins	42	0	48	1	0	0	49	-7	-17%				3	3	3
3	95961	Olivehurst	1672	3	532	15	6	10	566	1106	66%	3	1			1	1
5	95962	Oregon House	94	0	0	0	0	0	0	94	100%	1	1			1	1
5	95977	Smartsville	71	0	0	1	0	2	3	68	96%		1			1	1
Estimated for Yuba County			4,552	43	1375	36	11	31	1496	3056							

* These zip codes have low waiting lists for subsidized care. These areas might also be served by adjacent zip codes.

+ Prior rankings included infant/toddler children

Recommend requesting CDE and CCCCA adopt new process which recognizes zip codes within community as priorities. It may be impossible to site new facilities in particular zip codes.

Sources:

2014, 5 year Estimates from American Institutes for Research (AIR) analysis of American Community Survey and data collected by the Child Care Planning Council.

Low API (2013, CDE):

95901 Linda Elementary, Paragon Collegiate Academy

95922 Camptonville Elementary

95961 Cedar Lane Elementary, Johnson Park Elementary, Olivehurst Elementary

95962 YES Charter Academy

The County of Yuba

Clerk of the Board of Supervisors



TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Donna Stottlemeyer

SUBJECT: Appoint Sheila Gee to Area 4 Agency on Aging Advisory Council with a term ending June 30, 2019.

DATE: May 23, 2017

NUMBER: 193/2017

Recommendation

Appoint Sheila Gee to Area 4 Agency on Aging Advisory Council with a term ending June 30, 2019.

Background

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information.

Discussion

This position is a scheduled vacancy. One application has been received from Ms. Sheila Gee and is attached for your review.

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

Committee Action:

Area 4 Agency on Aging Advisory Council recommends appointment.

Fiscal Impact:

None

Attachments

193-2017 Area 4 Agency on Aging Application

RECEIVED

APR 19 2017

The County of Yuba

Clerk/Board of Supervisors



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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE
ON WHICH YOU WOULD LIKE TO SERVE: Area 4 Agency on Aging

APPLICANT NAME: Sheila Gee

MAILING ADDRESS -
(Street/P.O. Box, City, Zip): [REDACTED] Browns Valley, CA 95918

PHYSICAL ADDRESS
(Street, City, Zip): [REDACTED] Browns Valley, CA 95918

TELEPHONE: HOME: [REDACTED] WORK: [REDACTED]

EMAIL ADDRESS: [REDACTED]

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER: Office Manager, healthcare facility/Supervisor Randy Fletcher/District 5

REASONS YOU WISH TO
SERVE ON THIS BODY: to contribute my ideas and experience toward developing services and infrastructure to allow rural dwelling elderly to live more safely and comfortably

QUALIFICATIONS: long-time Yuba County resident, many years in healthcare administration

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD: none held

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

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

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

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

Sheila Gee
SIGNATURE

4/14/2017
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

Clerk of the Board of Supervisors



TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Donna Stottlemeyer

SUBJECT: Appoint Six Representatives to In-Home Supportive Services Advisory Committee.

DATE: May 23, 2017

NUMBER: 188/2017

Recommendation: Appoint to In-Home Supportive Services Advisory Committee Xia Lia Yang, Christopher Hummel, Nancy Jackson, Kimberley K. Thom for terms to end May 23, 2019 and Ron Russell, Brandon Corbella for terms to end May 23, 2020.

Background : The Local Appointment List of all Boards/Commissions/Committees is currently posted indicating vacancies, appointees, terms of office, qualifications and meeting information.

Discussion: In-home Supportive Services Advisory Committee has had vacancies since September 10, 2015 due to the expiration of terms and lack of applicants to form a quorum. We have received six applications, which allows the Committee to start meeting once again.

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

Committee Action: Brought directly to the Board for consideration.

Fiscal Impact: None due to appointment.

Attachments

188-2017 In-Home Supportive Services Advisory Committee Applications

Yuba County
In-Home Supportive Services (IHSS) Advisory Committee
Membership Application

RECEIVED

AUG 18 2015

Clerk/Board of Supervisors

Name: Russell RON S
(Last) (First) (MI)
Address: [REDACTED] Or Marysville 95901
(Street/Mailing) (City) (Zip)
Home Phone: [REDACTED] Work Phone: (530)
E-mail Address: [REDACTED]

1. Are you a current or past user of in-home personal assistance services? Yes ☒ No ☐
2. Are you an individual with a disability? Yes ☒ No ☐
3. Are you a current or past IHSS care provider? Yes ☐ No ☒
4. Employment Status: Working ☐ Retired ☐ Unemployed ☒
Volunteer ☐ Other: Please specify: _____

Current or most recent position: _____

5. Can you attend meetings scheduled during regular work hours? Yes ☒ No ☐
6. Please check all that apply: ☒ I can attend weekly meetings
☒ I can attend meetings every two weeks
☒ I can attend monthly meetings
7. Briefly describe any past experience you have working with committees or as a member of a task force.
I have been the Chair of this
Committee
8. What do you feel would be your major contribution to the IHSS Advisory Committee?
I have great concern for the
disabled of this community

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

Date

Please return completed application to: Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

Yuba County
In-Home Supportive Services (IHSS) Advisory Committee
Membership Application

RECEIVED

MAR 21 2017

Clerk/Board of Supervisors

Last Name Corbella First Name Brandon MI J
 Street/Mailing Address [REDACTED] City Marysville Zip 95901
 Home Phone [REDACTED] Work Phone [REDACTED]
 E-mail Address [REDACTED]

1. Are you a current or past user of in-home personal assistance services? Yes ☒ No ☐
2. Are you an individual with a disability? Yes ☒ No ☐
3. Are you a current or past IHSS care provider? Yes ☐ No ☒
4. Employment Status: Working ☐ Retired ☐ Unemployed ☒
 Volunteer ☐ Other: Please specify [REDACTED]

Current or most recent position: Automotive sales associate

5. Can you attend meetings scheduled during regular business hours? Yes ☒ No ☐
6. Please check all that apply: ☐ I can attend weekly meetings
☒ I can attend meetings every two weeks
☒ I can attend monthly meetings
7. Briefly describe any past experience you have working with committees or as a member of a task force.
I have worked with groups in school and in the business environment to complete tasks and projects including sales teams and business analysis units.
8. What do you feel would be your major contribution to the IHSS Advisory Committee?
Experience having received their services and being in close communication with IHSS care providers.

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: A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

[REDACTED]

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.

Brandon Corbella
 Signature

3/20/2017

Date

Please return completed application to: Yuba County Board of Supervisors
 915 8th Street, Suite 109
 Marysville, CA 95901

Yuba County
In-Home Supportive Services (IHSS) Advisory Committee
Membership Application

RECEIVED

OCT 08 2015

Clerk/Board of Supervisors

Name: Yang Xia Lia
(Last) (First) (MI)
Address: [REDACTED] Olivehurst CA 95961
(Street/Mailing) (City) (Zip)
Home Phone: [REDACTED] Work Phone: [REDACTED]
E-mail Address: _____

1. Are you a current or past user of in-home personal assistance services? Yes ☐ No ☒
2. Are you an individual with a disability? Yes ☐ No ☒
3. Are you a current or past IHSS care provider? Yes ☐ No ☒
4. Employment Status: Working ☒ Retired ☐ Unemployed ☐
Volunteer ☐ Other: Please specify: _____

Current or most recent position: IHSS Supervisor, Yuba Co.

5. Can you attend meetings scheduled during regular work hours? Yes ☒ No ☐

6. Please check all that apply:
☐ I can attend weekly meetings
☐ I can attend meetings every two weeks
☒ I can attend monthly meetings

7. Briefly describe any past experience you have working with committees or as a member of a task force.
I am on several work related committees. I was recently an IHSS Advisory Committee member.

8. What do you feel would be your major contribution to the IHSS Advisory Committee?
I have knowledge + experience w/ IHSS regulations

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]
Signature

10/8/15
Date

Please return completed application to: Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

RECEIVED

MAR 24 2017

Clerk/Board of Supervisors

Yuba County
In-Home Supportive Services (IHSS) Advisory Committee
Membership Application

Last Name	THOM	First Name	Kimberly	MI	K	
Street/Mailing Address	[REDACTED]		City	Marysville	Zip	95901
Home Phone	[REDACTED]		Cell Work Phone	[REDACTED]		
E-mail Address	[REDACTED]					

1. Are you a current or past user of in-home personal assistance services? Yes ☐ No ☒
2. Are you an individual with a disability? Yes ☐ No ☒
3. Are you a current or past IHSS care provider? Yes ☒ No ☐
4. Employment Status: Working ☒ Retired ☐ Unemployed ☐
Volunteer ☐ Other: Please specify
- Current or most recent position:
5. Can you attend meetings scheduled during regular business hours? Yes ☒ No ☐
6. Please check all that apply:
☒ I can attend weekly meetings
☒ I can attend meetings every two weeks
☒ I can attend monthly meetings
7. Briefly describe any past experience you have working with committees or as a member of a task force.

Current or most recent position: Care Giver

5. Can you attend meetings scheduled during regular business hours? Yes ☒ No ☐
6. Please check all that apply: ☒ I can attend weekly meetings
☒ I can attend meetings every two weeks
☒ I can attend monthly meetings
7. Briefly describe any past experience you have working with committees or as a member of a task force.
- NONE
8. What do you feel would be your major contribution to the IHSS Advisory Committee?

Advocate for All! I am fair, honest, supportive

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: 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

Date 3/22/2017

Please return completed application to: Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

RECEIVED

MAR 17 2017

Clerk/Board of Supervisors

Yuba County
In-Home Supportive Services (IHSS) Advisory Committee
Membership Application

Last Name JACKSON First Name NANCY MI A
Street/Mailing Address [REDACTED] City MARYSVILLE Zip 95901
Home Phone [REDACTED] Work Phone [REDACTED]
E-mail Address [REDACTED]

1. Are you a current or past user of in-home personal assistance services? Yes ☒ No ☐
2. Are you an individual with a disability? Yes ☐ No ☒
3. Are you a current or past IHSS care provider? Yes ☒ No ☐
4. Employment Status: Working ☒ Retired ☐ Unemployed ☐
Volunteer ☐ Other: Please specify [REDACTED]

Current or most recent position: PARALIZED HUSBAND

5. Can you attend meetings scheduled during regular business hours? Yes ☒ No ☐
6. Please check all that apply: ☐ I can attend weekly meetings
☐ I can attend meetings every two weeks
☒ I can attend monthly meetings
7. Briefly describe any past experience you have working with committees or as a member of a task force.

EXPERIENCE IN LEADERSHIP AND COMMITTEES IN CHURCH SETTING.

8. What do you feel would be your major contribution to the IHSS Advisory Committee?

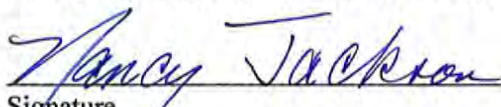
EXPERIENCE IN WHAT IT TAKES TO CARE FULL TIME FOR SOMEONE ELSE AND ALL HOUSEHOLD RESPONSIBILITIES, AS WELL AS FINANCIAL DECISIONS ETC.

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: 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

3-17-17
Date

Please return completed application to: Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

RECEIVED

OCT 18 2010

Clerk/Board of Supervisors

Yuba County
In-Home Supportive Services (IHSS) Advisory Committee
Membership Application

Last Name Hummel First Name Christopher MI L
Street/Mailing Address [REDACTED] City Yuba City Zip 95992
Marysville 95901
Home Phone [REDACTED] Work Phone [REDACTED]
E-mail Address [REDACTED]

1. Are you a current or past user of in-home personal assistance services? Yes ☐ No ☒
2. Are you an individual with a disability? Yes ☐ No ☒
3. Are you a current or past IHSS care provider? Yes ☐ No ☒
4. Employment Status: Working ☐ Retired ☒ Unemployed ☐
Volunteer ☒ Other: Please specify [REDACTED]

Current or most recent position: [REDACTED]

5. Can you attend meetings scheduled during regular business hours? Yes ☒ No ☐
6. Please check all that apply: ☒ I can attend weekly meetings
☒ I can attend meetings every two weeks
☒ I can attend monthly meetings
7. Briefly describe any past experience you have working with committees or as a member of a task force.

See attached copy

8. What do you feel would be your major contribution to the IHSS Advisory Committee?

See attached copy

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: 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.

Christopher L Hummel
Signature

[REDACTED]
Date

Please return completed application to: Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

The County of Yuba / In-Home Supportive Services (IHSS) Advisory Committee

Christopher I. Hummel

Mailing Address since 1984:

Yuba City, CA 95992

Physical Address since February 2016:

Marysville, CA 95901

Home Phone:

Email Address:

Occupation/Profession:

I retired in 2010 receiving my Social Security Benefits. I no longer have my Hummel Home Repair Business in Yuba City. After 7 years I discontinued my business at the end of 2015.

Reasons I wish to serve on this body:

As a senior at the age of 68, I can provide leadership on issues to promote citizen involvement in planning; locate and publicize the resources available to ensure maximum independence; review proposals and make funding recommendations for nutrition, transportation, caregiver programs including Alzheimer's programs; coordinate and initiate services and opportunities available for older persons; and inform and suggest ways to promote new opportunities and achieve economic self-sufficiency for the elderly and functionally impaired adults.

Qualifications:

At the request of Amanda Hopper, Sutter County District Attorney had asked me to coordinate a list of organizations / agencies for low- income individuals and families to meet their needs. for families living in surrounding communities in need of assistance. I spent weeks researching data and compiling the resources for all ages that she had asked for.

List Past and Current Public Positions Held:

Amanda Hopper, Sutter County District Attorney; Received Certificates of Completion in May 2015 for 37 On-Line Course Work for Office for Victims of Crime; Completed on November 17th, 2014 with the Yuba City Police Department / Citizen Police Academy - 12 week course of Instruction Designed to give Citizens an Overview of Local Police Policies and Procedures; Yuba-Sutter Food Bank; Linda City Coats for Kids Program; Lion's Club; Knights of Columbus (Catholic Organization); 11 years I volunteered for National Runaway Switchboard (1-800-RUNAWAY)



JOHN GARAMENDI
UNITED STATES CONGRESS

February 2, 2016

Mr. Christopher Hummel

[REDACTED]
Yuba City, CA 95992

Dear Christopher,

On behalf of the 3rd Congressional District of California, I am delighted to congratulate you on your appointment to the Sutter County Community Action Agency as District 1 Representative. Your previous experience with the Yuba-Sutter Food Bank, the Sutter County District Attorney's Office, and the Linda City Coats for Kids Program has made you an excellent candidate for this position. Please accept my sincere appreciation for your commitment to help and represent those struggling with poverty. I wish you the best of luck and success.

Sincerely



JOHN GARAMENDI
Member of Congress
3rd District, California

COMMITTEES
VICE CHAIR: AGRICULTURE
APPROPRIATIONS
ENVIRONMENTAL SAFETY AND
TOXIC MATERIALS
JUDICIARY

E-MAIL
Assemblymember.Gallagher@assembly.ca.gov

Assembly California Legislature



JAMES GALLAGHER
ASSEMBLYMEMBER, THIRD DISTRICT

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0003
(916) 319-2003
FAX (916) 319-2103

DISTRICT OFFICES
1130 CIVIC CENTER BOULEVARD, SUITE F
YUBA CITY, CA 95993
(530) 671-0303
FAX (530) 671-0308

2060 TALBERT DRIVE, SUITE 110
CHICO, CA 95928
(530) 895-4217
FAX (530) 895-4219

February 17, 2016

Mr. Christopher Hummel
[REDACTED]

Yuba City, CA 95991

Dear Christopher,

Congratulations on your appointment by the Sutter County Board of Supervisors to serve the Sutter County Community Action Agency as a Representative for District 1! I commend you on your appointment to the Agency.

Your years of service speak well of your commitment to local issues and community service. I am confident that the Agency will benefit from your knowledge, experience, and leadership. Please accept my best wishes for productive time as Representative to the Sutter County Community Action Agency.

Please do not hesitate to contact my office whenever my staff or I may be of service to you. Again, congratulations on your appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Gallagher", written over a circular stamp.

JAMES GALLAGHER
Assemblyman, Third District

The County of Yuba

Clerk of the Board of Supervisors



TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Donna Stottlemeyer

SUBJECT: Reappoint Donald Rae to Plumas Lake Specific Plan Design Review Committee as a Resident Representative with a term ending May 10, 2019.

DATE: May 23, 2017

NUMBER: 182/2017

Recommendation

Reappoint Mr. Donald Rae to Plumas Lake Specific Plan Design Review Committee as a Resident Representative with a term ending May 10, 2019.

Background

The Local Appointment List of all Boards/Commissions/Committees is continually posted and updated regularly indicating vacancies, appointees, terms of office, qualifications and meeting information.

Discussion

This is a scheduled vacancy due to the expiration of Mr. Rae's term. Mr. Rae has served on the committee since January 9, 2007 and wishes to continue serving.

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

Committee Action: None

Fiscal Impact: None

The County of Yuba

Clerk of the Board of Supervisors



TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Donna Stottlemeyer

SUBJECT: Appoint to Yuba County Commission on Aging Debbie Panteloglew as a District Four Representative with a term ending December 31, 2020 and Sheila Gee as an At-large Representative with a term ending April 5, 2019.

DATE: May 23, 2017

NUMBER: 195/2017

Recommendation

Appoint to Yuba County Commission on Aging Debbie Panteloglew as a District Four Representative with a term ending December 31, 2020 and Sheila Gee as an At-large Representative with a term ending April 5, 2019.

Background

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.

Discussion

This is an unscheduled District Four representative vacancy due to the resignation of Ms. Norma Stohlman April 25, 2017. One application from Ms. Debbie Panteloglew has been received and is attached for your review. Supervisor Bradford recommends appointment.

This is an unscheduled At-Large vacancy due to the resignation of Mr. Gary Arlington March 22, 2017. One application from Sheila Gee has been received and is attached for your review.

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

Committee Action: Brought directly to the Board for consideration.

Fiscal Impact: None due to appointment.

Attachments:

195-2017 Commission on Aging Applications

The County of Yuba

RECEIVED

APR 19 2017

Clerk/Board of Supervisors



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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE
ON WHICH YOU WOULD LIKE TO SERVE: Yuba County Commission on Aging

APPLICANT NAME: Sheila Gee

MAILING ADDRESS -
(Street/P.O. Box, City, Zip): [REDACTED] Browns Valley, CA 95918

PHYSICAL ADDRESS
(Street, City, Zip): [REDACTED] Browns Valley, CA 95918

TELEPHONE: HOME: [REDACTED] WORK: [REDACTED]

EMAIL ADDRESS: [REDACTED]

OCCUPATION/PROFESSION: Office Manager, healthcare facility/Supervisor Randy Fletcher/District 5
SUPERVISOR/ DISTRICT
NUMBER:

REASONS YOU WISH TO
SERVE ON THIS BODY: to contribute my ideas and experience toward developing services and infrastructure
to allow rural dwelling elderly to live more safely and comfortably

QUALIFICATIONS: long-time Yuba County resident, many years in healthcare administration

LIST PAST AND CURRENT none held

PUBLIC POSITIONS HELD:

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

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

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

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

Sheila Gee
SIGNATURE

4/14/2017
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

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



RECEIVED

MAR 30 2017

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Yuba County Commission on Aging

APPLICANT NAME: Debbie Panteloglou

MAILING ADDRESS: [REDACTED]

PHYSICAL ADDRESS: [REDACTED] Wheatland CA 95692

TELEPHONE: HOME [REDACTED] WORK: N/A

EMAIL ADDRESS: [REDACTED]

OCCUPATION/PROFESSION: Retired Banker

SUPERVISOR/DISTRICT NUMBER: AT Large for Yuba County

REASONS YOU WISH TO SERVE ON THIS BODY: was serving Dist 4 - enjoy the commission
value our seniors

QUALIFICATIONS: Dist 4 Aging Commission for Yuba County 3 yrs
2014, 2015, 2016

LIST PAST AND CURRENT PUBLIC POSITIONS HELD: Currently on Wheatland Senior Group Board
Current: Planning Commission for Wheatland

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 [Signature]

DATE 3.30.17

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

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



APRIL 25, 2017

Call to order 9:33 a.m. with Supervisors Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, and Randy Fletcher present. Also present was County Counsel Angil Morris-Jones and County Administrator Robert Bendorf.

PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher – All present

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

MOTION: Move to approve Consent Agenda

MOVED: Mike Leahy SECOND: Gary Bradford

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

- 85/2017 Administrative Services: Adopt resolution authorizing County Administrator to file an application with the Federal Aviation Administration on behalf of the Airport for a grant under the Airport Improvement Program identified as AIP 3-06-0149-018. Adopted Resolution No. 2017-42.
- 147/2017 Administrative Services: Adopt resolution authorizing full reconveyance to Skyway Drive, LLC, and cancelation of the promissory note related to Lot 17, Airport Industrial Park No. 3, APN 013-560-049; and authorize Chair to execute Request for Full Reconveyance. Adopted Resolution No. 2017-43.
- 156/2017 Administrative Services: Approve renewal of Off-Airport Operator Agreement and Use Permit with Young Family Living Trust and authorize Chair to execute. Approved.
- 175/2017 Clerk of the Board of Supervisors: Approve meeting minutes from April 11, 2017. Approved as written.
- 110/2017 Community Development and Services Agency: Adopt resolution to approve engineer's report and declare intention to levy and collect assessments within the Gledhill Landscaping and Lighting District for the Fiscal Year 2017/2018. Adopted Resolution No. 2017-44.
- 157/2017 Community Development and Services Agency: Adopt resolution authorizing submission of Yuba County's Transportation Claim for funds from Sacramento Area Council of Governments. Adopted Resolution No. 2017-45.

- 121/2017 Health and Human Services: Authorize request for proposals with licensed professional Foster Family Agencies to provide transitional housing and supportive services under the Transitional Housing Placement Plus Program. (Human Services Committee recommends approval) Approved.
- 137/2017 Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to historic rainfall. Adopted Resolution No. 2017-46.
- 139/2017 Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to the Oroville Dam Event. Adopted Resolution No. 2017-47.
- 140/2017 Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to tree mortality. Adopted Resolution No. 2017-48.
- 141/2017 Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to Floodwaters. Adopted Resolution No. 2017-49.
- 159/2017 Sheriff-Coroner: Approve cooperative law enforcement agreement with the U.S. Department of Agriculture, Forest Service Tahoe and Plumas National Forests and authorize Chair to execute. Approved.
- 160/2017 Sheriff-Coroner: Approve 2017 Operating and Financial Plans between the Yuba County Sheriff's Department and the U.S. Department of Agriculture, Forest Service Tahoe and Plumas National Forests to provide campground patrols on U.S. forestland, and authorize Chair to execute. Approved.
- 162/2017 Sheriff-Coroner: Approve the Joinder Agreement with Multiplan, Inc. (MPI) for services provided through CorrectCare-Integrated Health, Inc. (CCIH) for the Yuba County Jail and authorize Chair to execute. Approved.

CLOSED SESSION The Board retired into closed session at 9:35 a.m. and returned at 10:03 a.m.

- 54/2017 Labor Negotiations pursuant to Government Code §54947(a) – YCEA / Negotiator Jill Abel No Report.

PUBLIC COMMUNICATIONS

Mr. Eduardo Madera: Constitutional law

COUNTY DEPARTMENTS

- 132/2017 Community Development and Services Agency: Adopt resolution authorizing the Community Development and Services Agency Director to enter into an agreement with the Yuba Sutter Transit Authority to be a Transit Pass Sales Outlet at the Yuba County Library. (Ten minute estimate) Director Kevin Mallen recapped and responded to Board inquiries.

MOTION: Move to adopt

MOVED: Andy Vasquez SECOND: Mike Leahy

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2017-50.

- 173/2017 County Administrator: Review legislative position letters supporting AB 668 regarding the Voter Modernization Act of 2018, and AB 1729 regarding retention of petitions, and opposing AB 1250 regarding county and city contracts for personal services, and authorize Chair to execute. (10 minute estimate) Legislative Affairs Coordinator Russ Brown recapped position letters and responded to Board inquiries.

MOTION: Move to support AB 1729

MOVED: Gary Bradford SECOND: Doug Lofton

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to support AB 668

MOVED: Gary Bradford SECOND: Mike Leahy

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to oppose AB 1250

MOVED: Gary Bradford SECOND: Doug Lofton

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

ORDINANCES AND PUBLIC HEARINGS – The clerk read the disclaimer.

- 171/2017 Public Hearing: Hold public hearing, and approve District 10/Hallwood Community Services District Conflict of Interest Code. (Five minute estimate) County Counsel Angil Morris-Jones briefly recapped.

Chair Fletcher opened the public hearing. No one came forward.

MOTION: Move to approve

MOVED: Andy Vasquez SECOND: Mike Leahy

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

- 138/2017 Ordinance: Hold public hearing, waive first reading, and introduce ordinance adding 13.00.031 and repealing and re-enacting chapters 13.00.030, 13.00.036, 13.00.040, 13.00.042, 13.00.052, and 13.00.054, 13.00.060 and 13.20.100 of the Yuba County Consolidated Fee Ordinance for Fiscal Year 2017-18. (County Administrator) (Fifteen minute estimate) (Roll Call Vote) Deputy County Administrator Grace Mull recapped changes relating to various departments, and responded to Board inquiries.

Chair Fletcher opened the public hearing.

Community Development and Services Director Kevin Mallen recapped impacts to the fees schedule resulting from hourly salary position rates.

MOTION: Move to close the public hearing, waive first reading and introduce

MOVED: Andy Vasquez SECOND: Doug Lofton

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

- 133/2017 Ordinance: Hold public hearing, waive first reading, and introduce ordinance amending Section 2.47.050, County Administrator Power and Duties, of the Yuba County Ordinance Code. (Community Development and Services Agency) (Ten minute estimate) (Roll Call Vote) County Administrator Robert Bendorf recapped changes in language relating to At Will Employees and responded to Board inquiries.

Chair Fletcher opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive first reading and introduce

MOVED: Doug Lofton SECOND: Gary Bradford

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

10:30 A.M. COUNTY DEPARTMENTS

- 134/2017 County Administrator: Receive presentation regarding projections for Fiscal Year 2017-2018 Budget. County Administrator Robert Bendorf provided a PowerPoint presentation recapping:

- General Fund Revenue Sources and historic trends from 2007/2008
- Estimated General Fund Shortfall \$1.9 m
- Projected CalPERS Increase
- Unfunded Liability
- Overall Cost Increases
- General Fund Reserves and Contingencies
- 2017-2018 Budget Goals

Mr. Bendorf responded to Board inquiries.

ORDINANCES AND PUBLIC HEARINGS - Continued

- 155/2017 Ordinance: Hold public hearing, adopt Resolution of Intention to amend CalPERS contract to provide employee share of cost per Government Code Section 20516; waive first reading, and introduce ordinance to amend Chapter 3.40.010 and add Chapter 3.04.044 CalPERS Retirement System Board of Administration contract and authorize Clerk of the Board of Supervisors to complete required Certifications of Compliance with Government Code Section 7507 and Governing Body's Action. (Human Resources) (15 minute estimate) (Roll Call Vote) County

Counsel Angil Morris-Jones and Interim County Counsel Courtney Abril recapped actions before the Board. Director Jill Abel provided a brief recap and responded to Board inquiries.

Chair Fletcher opened the public hearing. No one came forward.

MOTION: Move to adopt

MOVED: Mike Leahy SECOND: Andy Vasquez

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2017-51

MOTION: Move to waive reading and introduce

MOVED: Andy Vasquez SECOND: Mike Leahy

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

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

151/2017 Two letters from California Governor's Office of Emergency Services regarding United States Small Business Administration Physical Disaster Declaration and United States Department of Agriculture Designation. Received.

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.

- Supervisor Bradford: Cap to Cap April 29 – May 3, 2017 in Washington D.C.
- Supervisor Fletcher: Department of Water Resources Town hall meeting May 3, 2017 at 5:30 p.m. CalTrans office in Marysville

CLOSED SESSION

66/2017 Pending litigation pursuant to Government Code §54956.9(d)(1) - Fellowship vs. Yuba County Continued to May 2, 2017

ADJOURN: 11:38 a.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: Rachel Ferris, Deputy Clerk

Approved: _____

180/2017 Administrative Services - Approve Amendment No. 2 to agreement for Professional Services with Mead and Hunt, Inc., for engineering services for FAA Grant AIP 3-06-0149-15-2014 and authorize Chair to execute. Approved.

189/2017 Board of Supervisors: Appoint John Eachus to Reclamation District 2103 Board of Trustees in lieu of election pursuant to Water Code §50741 and §50732. Approved.

185/2017 Clerk of the Board of Supervisors: Approve meeting minutes of April 18, 2017. Approved.

148/2017 Health and Human Services: Approve Privacy and Security Agreement with the California Department of Social Services and authorize Chair to execute. Approved.

149/2017 Health and Human Services: Adopt resolution to approve the Medi-Cal Administrative Activities agreement with the California Department of Health Care Services and authorize Chair to execute. Adopted Resolution No. 2017-52.

177/2017 Health and Human Services Department: Approve the Medi-Cal Targeted Case Management Provider Participation Agreement with the California Department of Health Care Services and authorize Chair to execute. Approved.

SPECIAL PRESENTATIONS

146/2017 Present proclamation proclaiming Hmong-American Veterans Memorial Day May 15, 2017. (Ten minute estimate) Vice Chair Vasquez read and presented the proclamation to Mr. Mike Lang who thanked the Board and translated a portion of the proclamation for Veterans present.

129/2017 Present proclamation proclaiming Foster Care Month May 2017. (Ten minute estimate) Chair Fletcher read and presented the proclamation to Sutter Yuba Foster Parent Association Vice President Diane Washburn.

PUBLIC COMMUNICATIONS: Mr. Brook Hilton - Cannabis

COUNTY DEPARTMENTS

184/2017 Auditor-Controller/Administrative Services: Adopt resolution authorizing the Auditor/ Controller to establish an Energy Internal Services Fund to receive, process, and allocate costs for all County energy expenses to include all electric, gas, water and sewer costs. (Ten minute estimate) Auditor Rich Eberle and Administrative Services Director Doug McCoy provided a PowerPoint presentation providing background on the following and responded to inquiries:

- Projects Included
- Cost structure
- Cost Recovery Plan
- Energy Internal Service Fund (ISF) Rates
- Allocation rate by square footage

MOTION: Move to adopt resolution

MOVED: Andy Vasquez

SECOND: Mike Leahy

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Randy Fletcher

NOES: None ABSENT: Gary Bradford ABSTAIN: None

Adopted Resolution No. 2017-53.

176/2017 Auditor-Controller: Receive audited financial statements of Yuba County for the period ending June 30, 2016. (Ten minute estimate) Auditor Rich Eberle recapped findings and responded to inquiries.

ORDINANCES AND PUBLIC HEARINGS: The Clerk read the disclaimer.

133/2017 Ordinance: Hold public hearing, waive second reading, and adopt ordinance amending Section 2.47.050, County Administrator Power and Duties, of the Yuba County Ordinance Code. (Community Development and Services Agency) (Ten minute estimate) (Roll Call Vote) Chair Fletcher opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive reading, and adopt ordinance
MOVED: Andy Vasquez SECOND: Doug Lofton
AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Randy Fletcher
NOES: None ABSENT: Gary Bradford ABSTAIN: None

Adopted Ordinance No. 1564 by roll call vote.

138/2017 Ordinance: Hold public hearing, waive second reading, and adopt ordinance adding 13.00.031 and repealing and re-enacting chapters 13.00.030, 13.00.036, 13.00.040, 13.00.042, 13.00.052, and 13.00.054, 13.00.060 and 13.20.100 of the Yuba County Consolidated Fee Ordinance for Fiscal Year 2017-18. (Fifteen minute estimate) (Roll call vote) Chair Fletcher opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive reading, and adopt ordinance
MOVED: Andy Vasquez SECOND: Mike Leahy
AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Randy Fletcher
NOES: None ABSENT: Gary Bradford ABSTAIN: None

Adopted Ordinance No. 1565 by roll call vote.

CORRESPONDENCE

174/2017 Letter from State of California Department of Veteran Affairs regarding local benefit payments. Received.

178/2017 Two letters from California Governor's Office of Emergency Services regarding United States Small Business Administration Economic Injury Disaster Loan Declaration and United States Department of Agriculture Secretarial Disaster Designation. Received.

BOARD AND STAFF MEMBERS' REPORTS

Supervisor Vasquez: Consideration to join lawsuit expanding state representation

Supervisor Leahy: Memorial Adjournment – Mr. Frederick Duncan II

ADJOURN: 7:00 p.m. in memory of Mr. Frederick Duncan II.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

Approved: _____

The County of Yuba

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



MAY 2, 2017 – MINUTES

Call to order 5:30 p.m. with Supervisors Andy Vasquez, Doug Lofton, and Randy Fletcher present. Supervisors Mike Leahy and Gary Bradford were absent. Also present were Deputy County Administrator Grace Mull and Interim County Counsel Courtney Abril.

SPECIAL MEETING – Call to order 5:30 P.M.

ROLL CALL – Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher – Supervisors Leahy and Bradford absent.

MOTION: Move to add to closed session Item 202/2017 as the need to take action arose subsequent to the agenda being posted.

MOVED: Doug Lofton SECOND: Andy Vasquez

AYES: Andy Vasquez, Doug Lofton, Randy Fletcher

NOES: None ABSENT: Mike Leahy, Gary Bradford ABSTAIN: None

CLOSED SESSION: The Board retired into closed session at 5:31 p.m. and returned at 6:11 p.m. and recessed closed session until 7:36 p.m. The Board returned from closed session at 7:53 p.m.

101/2017 Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA Negotiator Jill Abel No report.

23/2017 Pending litigation pursuant to Government Code Section §54956.9 (d)(1) - Hedrick vs. Grant No report.

66/2017 Pending litigation pursuant to Government Code Section §54956.9 (d)(1) – Fellowship of Friends vs. County of Yuba No report.

202/2017 Pending litigation pursuant to Government Code Section §54956.9 (d)(4) – One Case No report.

ADJOURN: 7:53 p.m.

REGULAR MEETING – Call to order 6:11 p.m.

PLEDGE OF ALLEGIANCE - Led by Supervisor Leahy

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher – Supervisor Bradford absent.

CONSENT AGENDA

MOTION: Move to approve Consent Agenda

MOVED: Andy Vasquez SECOND: Mike Leahy

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Randy Fletcher

NOES: None ABSENT: Gary Bradford ABSTAIN: None

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Mike Lee

SUBJECT: Approve budget amendment increasing the appropriation to 101-4900 (County Parks & Recreation) in the amount of \$20,000 to come from the County Parks Trust Fund (204), and authorize a fixed asset purchase for a replacement commercial mower.

DATE: 05/23/2017

NUMBER: 224/2017

RECOMMENDATION:

Approve budget amendment increasing the appropriation to 101-4900 (County Parks & Recreation) in the amount of \$20,000 to come from the County Parks Trust Fund (204) and authorize a fixed asset purchase for a replacement commercial mower.

BACKGROUND:

Public Works owns two commercial grade self-propelled mowers to maintain County parks. Recently, our older one broke and the cost to repair it exceeds the value of the mower. Timely purchase of a replacement mower is imperative to keep up with maintenance of the parks.

DISCUSSION:

We did not anticipate the mower breaking and therefore did not have a fixed asset appropriation in the approved FY 16/17 budget to replace it. Given that it is spring growing season, we cannot afford to wait until the next fiscal budget year to replace the mower.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed due to the urgency of the matter.

FISCAL IMPACT:

Appropriate \$20,000 from the County Parks Trust Fund (204) to 101-4900 (County Parks & Recreation) and authorize a fixed asset purchase for a replacement mower.

Attachments

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

FISCAL YEAR 2016/17

PREPARED BY/PHONE Vicki Worthley


REVENUE APPROPRIATIONS						EXPENDITURE APPROPRIATIONS					
Account Number				Account Name	Amount INC/(DEC)	Account Number				Account Name	Amount INC/(DEC)
FUND	DEPT	BASE	EL-OB			FUND	DEPT	BASE	EL-OB		
101	4900	372	9901	Operating Transfers In	20,000.00	101	4900	471	6300	Equipment	20,000.00
TOTAL NET REVENUE INCREASE/(DECREASE)					20,000.00	TOTAL NET EXPENDITURES INCREASE/(DECREASE)					20,000.00

Acquisition of new mower to replace defective mower. The mower is necessary to maintain County Parks.

BUDGET TRANSFER # _____
(assigned by ACO)



MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING
MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)

APPROVALS: Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

 5/10/17

SIGNATURE OF AUTHORIZED OFFICIAL DATE

been verified and approved.

SIGNATURE DATE

Robert B. Bandy, Jr. 5/10/19

SIGNATURE DATE

SIGNATURE DATE

*****AUDITOR USE ONLY BELOW THIS LINE*****

GENERAL LEDGER:				
FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY: _____

SIGNATURE DATE

AUDITOR-CONTROLLER'S OFFICE
JOURNAL ENTRY REQUEST FORM

Transfer funds to reimburse costs for new Parks mower

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Tim Young

SUBJECT: Award contract to apparent low bidder for bridge replacement of New York House Road over Dry Creek project and authorize the Chair to execute pending County Counsel approval

DATE: May 23, 2017

NUMBER: 225/2017

RECOMMENDATION:

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

BACKGROUND:

This project will entail placing a new bridge and bridge approaches on New York House Road crossing Dry Creek. The project is fully funded through the HBP program utilizing state Toll Credits for the local match. On Wednesday May 3, 2017 bids were opened for the subject project. The two lowest bids received are shown below:

- | | |
|---------------------------------|-----------------------|
| 1. Steelhead Constructors: | <u>\$1,794,941.00</u> |
| 2. Viking Construction Company: | <u>\$1,872,105.00</u> |

DISCUSSION:

The work in general will consist of placing a new wider concrete structure and reconstructing the roadway approaches.

The engineer's estimate for construction and construction engineering costs are projected to be approximately \$1,282,360. The project is expected to be completed by November 2017.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this is a budgeted item.

FISCAL IMPACT:

The entire construction phase of this project, including construction engineering, will be funded 100% through the HBP program using federal funds.

The County of Yuba



TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator

SUBJECT: Community Development and Services Agency: Adopt resolution approving a revised County Debt Management Policy

DATE: May 23, 2017

NUMBER: 204/2017

Recommendation

Adopt attached resolution approving a revised Debt Management Policy for the County of Yuba

Background /Discussion

The County recently retained a Municipal Advisor and Bond Counsel to assist the County with the issuance of special tax bonds associated with the County of Yuba Community Facilities District (CFD) No. 2005-1. CFD 2005-1 was formed to finance public improvements within the Orchard and Montrose subdivisions in Linda (directly to the east of Edgewater). As part of the review process for the bond issuance it was discovered by the County's Municipal Advisor and Bond Counsel that a new state law that became effective on January 1, 2017 necessitated an amendment to the County's Debt Management Policy. The minor amendments to be consistent with the new law have been reviewed by the Treasurer and Auditor who were also part of the Debt Management Policy adopted by the Board on December 6, 2016.

Committee Action:

This item is being presented directly to the full Board for adoption and is a minor amendment to the Debt Policy adopted by the Board on December 6, 2016.

Fiscal Impact: None.

Attachments

204/2017 Resolution County Debt Policy 5 23 17

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

In Re:

**RESOLUTION APPROVING A REVISED DEBT)
MANAGEMENT POLICY) Resolution No. _____**

WHEREAS, on December 6, 2016, the Board of Supervisors adopted a resolution approving a Debt Management Policy for the County (the “2016 Policy”); and

WHEREAS, Section 8855(i) of the Government Code (the “Law”), which became effective on January 1, 2017, requires that the issuer of any proposed state or local government debt adopt local debt management policies concerning the use of debt and to determine that any proposed debt issuance is consistent with those local management debt policies; and

WHEREAS, the Law requires that the local debt management policies address various matters not currently addressed in the 2016 Policy, such that County Staff, working with the County’s Municipal Advisor and Bond Counsel, have drafted a revised debt management policy a copy of which is attached as Exhibit A to this Resolution (the “Revised Policy”) which fully satisfies the requirements of the Law; and

WHEREAS, the Board of Supervisors now desires to approve the Revised Policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows:

Section 1. The Revised Policy is hereby approved and supersedes in its entirety the 2016 Policy. The Revised Policy has been developed to provide guidance in the issuance and management of debt by the County and its related entities and is intended to comply with the requirements of Section 8855(i) of the Government Code. The main objectives are to establish conditions for the use of debt, to ensure that debt capacity and affordability are adequately considered, to minimize the County’s interest and issuance costs, to maintain the highest possible credit rating, to provide complete financial disclosure and reporting and to maintain financial flexibility for the County.

Section 2. The Chair of the Board of Supervisors, the County Administrator, the Treasurer and Tax Collector and the Clerk of the Board of Supervisors, and any and all other officers of the County, are hereby authorized and directed to take any actions and execute and

deliver any and all documents as are necessary to comply with the Revised Policy approved by this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption.

* * * * *

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the 23rd day of May, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

COUNTY OF YUBA

By: _____
Randy Fletcher,
Chair, Board of Supervisors

ATTEST:

By: _____
Donna Stottlemeyer,
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: Courtney C. Abril
Courtney Abril,
Interim Yuba County Counsel

EXHIBIT A
DEBT MANAGEMENT POLICY

DEBT MANAGEMENT POLICY

This Debt Management Policy (the “Debt Policy”) of Yuba County (the “County”) was approved by the Board of Supervisors on May 23, 2017. The Debt Policy may be amended by the Board of Supervisors as it deems appropriate from time to time in the prudent management of the debt of the County.

The Debt Policy has been developed to provide guidance in the issuance and management of debt by Yuba County and its related entities and is intended to comply with Government Code Section 8855(i), effective on January 1, 2017. The main objectives are to establish conditions for the use of debt; to ensure that debt capacity and affordability are adequately considered; to minimize the County’s interest and issuance costs; to maintain the highest possible credit rating; to provide complete financial disclosure and reporting; and to maintain financial flexibility for the County.

Debt, properly issued and managed, is a critical element in any financial management program. It assists in the County’s effort to allocate limited resources to provide the highest quality of service to the public. The County understands that poor debt management can have ripple effects that hurt other areas of the County. On the other hand, a properly managed debt program promotes economic growth and enhances the vitality of Yuba County for its residents and businesses.

1. Findings

This Debt Policy shall govern all debt undertaken by the County. The County hereby recognizes that a fiscally prudent debt policy is required in order to:

- Maintain the County’s sound financial position.
- Ensure the County has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the County’s credit-worthiness.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the County.
- Ensure that the County’s debt is consistent with the County’s planning goals and objectives and capital improvement program or budget, as applicable.
- Encourage those that benefit from a facility/improvement to pay the cost of that facility/improvement without the need for the expenditure of limited general fund resources.

2. Policies

A. Purposes For Which Debt May Be Issued

The County will consider the use of debt financing primarily for capital improvement projects (CIP) when the project’s useful life will equal or exceed the term of the financing and when resources are identified sufficient to fund the debt service requirements. An exception to this CIP driven focus is the issuance of short-term

instruments such as tax and revenue anticipation notes, which are to be used for prudent cash management purposes and conduit financing, as described below. Bonded debt should not be issued for projects with minimal public benefit or support, or to finance normal operating expenses.

If a department has any project which is expected to use debt financing, the department director is responsible for providing the County Administrator and Treasurer and Tax Collector, before any formal County commitment has been made with respect to the financing of the project, with reasonable cost estimates, including specific revenue accounts that will provide payment for the debt service. This will allow an analysis of the project's potential impact on the County's debt capacity and limitations. The department director shall also provide an estimate of any incremental operating and/or additional maintenance costs associated with the project and identify sources of revenue, if any, to pay for such incremental costs.

(i) Long-Term Debt. Long-term debt may be issued to finance or refinance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and/or operated by the County.

(a) Long-term debt financings are appropriate when the following conditions exist:

- When the project to be financed is necessary to provide basic services.
- When the project to be financed will provide benefit to constituents over multiple years.
- When total debt does not constitute an unreasonable burden to the County and its taxpayers and ratepayers.
- When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring (including the elimination of onerous covenants).

(b) Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.

(c) The County may use long-term debt financings subject to the following conditions:

- The project to be financed must be approved by the Board of Supervisors.
- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20%, unless specific conditions exist that would mitigate the extension of time to repay the debt and it would not cause the County to violate any covenants to maintain the tax-exempt status of such debt.
- The County documents that sufficient revenues will be available to service the debt through its maturity.
- The County determines that the issuance of the debt will comply with the applicable state and federal law.

- The County considers the improvement/facility to be needed to satisfy a significant, time-sensitive need of the community and there are no plausible alternative financing sources.

(d) Periodic reviews of outstanding long-term debt will be undertaken to identify refunding opportunities. Refunding will be considered (within federal tax law constraints, if applicable) if and when there is a net economic benefit of the refunding. Refundings which are non-economic may be undertaken to achieve County objectives relating to changes in covenants, call provisions, operational flexibility, tax status of the issuer, or the debt service profile.

In general, refundings which produce a net present value savings of at least four (4) percent of the refunded debt will be considered economically viable. Refundings which produce a net present value savings of less than four (4) percent will be considered on a case-by-case basis. Refundings with negative savings will require additional approval of the Board of Supervisors.

(ii) Short-term debt. Short-term borrowing may be issued to generate funding for cash flow needs in the form of Tax and Revenue Anticipation Notes (TRAN).

Short-term borrowing, such as commercial paper, and lines of credit, will be considered as an interim source of funding in anticipation of long-term borrowing. Short-term debt may be issued for any purpose for which long-term debt may be issued, including capitalized interest and other financing-related costs. Prior to issuance of the short-term debt, a reliable revenue source shall be identified to secure repayment of the debt. The final maturity of the debt issued to finance the project shall be consistent with the economic or useful life of the project and, unless the Board of Supervisors determines that extraordinary circumstances exist, must not exceed seven (7) years.

Short-term debt may also be used to finance short-lived capital projects; for example, the County may undertake lease-purchase financing for equipment.

(iii) Financings on Behalf of Other Entities. The County may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties in order to further the public purposes of County. In such cases, the County shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein. In no event will the County incur any liability or assume responsibility for payment of debt service on such debt.

B. Types of Debt

In order to maximize the financial options available to benefit the public, it is the policy of Yuba County to allow for the consideration of issuing all generally accepted types of debt, including, but not exclusive to the following:

- General Obligation (GO) Bonds: General Obligation Bonds are suitable for use in the construction or acquisition of improvements to real property that benefit the public at large. Examples of projects include libraries, parks, and public safety facilities. Currently, all County-issued GO bonds require a 2/3 vote in order to pass.

- Revenue Bonds: Revenue Bonds are limited-liability obligations tied to a specific enterprise or special fund revenue stream where the projects financed clearly benefit or relate to the enterprise or are otherwise permissible uses of the special revenue. An example of projects that would be financed by a Revenue Bond would be improvements to the airport, which would be paid back with money raised from the passenger facilities charges or airline rates and charges. Generally, no voter approval is required to issue this type of obligation but in some cases, the County must comply with proposition 218 regarding rate adjustments.
- Lease-Backed Debt/Certificates of Participation (COP): Issuance of Lease-backed debt is a commonly used form of debt that allows a County to finance projects where the debt service is secured via a lease or installment agreement and where the payments are budgeted in the annual budget appropriation by the County from the general fund. Lease-Backed debt does not constitute indebtedness under the state or the County's constitutional debt limit and does not require voter approval.
- Special Assessment/Special Tax District Debt: The County will consider requests from developers for the use of debt financing secured by property based assessments or special taxes in order to provide for necessary infrastructure for new development only under the County's Land Secured Financing Policies, previously approved by the Board of Supervisors in 2004, and as those policies may be amended from time to time, a copy of which is included as Exhibit A hereto. Those policies include minimum value-to-lien ratios and maximum tax burdens. Examples of this type of debt are Assessment Districts (AD) and Community Facilities Districts (CFD) or more commonly known as Mello-Roos Districts. In order to protect bondholders as well as the County's credit rating, the County will also comply with any relevant State guidelines regarding the issuance of special district or special assessment debt.
- Tax Allocation Bonds: Tax Allocation Bonds are special obligations that are secured by the allocation of tax increment revenues that are generated by increased property taxes in the designated redevelopment area. Tax Allocation Bonds are not debt of the County. Due to changes in the law affecting California Redevelopment agencies with the passage of ABX1 26 (as amended, the Dissolution Act) as codified in the California Health and Safety Code, the Yuba County Redevelopment Agency (RDA) was dissolved as of February 1, 2012, and its operations substantially eliminated but for the continuation of certain enforceable RDA obligations to be administered by the Successor Agency to the former Yuba County Redevelopment Agency (Successor Agency). Because the former RDA never issued or incurred any debt, it is not expected that the Successor Agency will issue or incur any debt due to the restrictions in the Dissolution Act on the incurrence by successor agencies of debt.
- Multi-Family Mortgage Revenue Bonds: The County is authorized to issue mortgage revenue bonds to finance the development, acquisition and rehabilitation of multi-family rental projects. The interest on the bonds can be exempt from Federal and State taxation. As a result, bonds provide below market financing for qualified rental projects. In addition, the bonds issued can qualify projects for allocations of Federal low-income housing tax credits, which can provide a significant portion of the funding necessary to develop affordable housing.

- HUD Section 108 Loan Guarantee Program: The U.S. Department of Housing and Urban Development (HUD) Section 108 Loan Guarantee Program allows cities to use their annual Community Development Block Grant (CDBG) entitlement grants to obtain federally guaranteed funds large enough to stimulate or pay for major community development and economic development projects. The program does not require a pledge of the County's General Fund, only of future CDBG entitlements. By pledging future CDBG entitlement grants as security, the County can borrow at favorable interest rates because of HUD's guarantee of repayment to investors.

The County may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy.

To maintain a predictable debt service burden, the County will give preference to debt that carries a fixed interest rate. An alternative to the use of fixed rate debt is variable rate debt. The County may choose to issue securities that pay a rate of interest that varies according to a pre-determined formula or results from a periodic remarketing of securities. When making the determination to issue bonds in a variable rate mode, consideration will be given in regards to the useful life of the project or facility being financed or the term of the project requiring the funding, market conditions, credit risk and third party risk analysis, and the overall debt portfolio structure when issuing variable rate debt for any purpose. The maximum amount of variable-rate debt should be limited to no more than 20 percent of the total debt portfolio.

The County will not employ derivatives, such as interest rate swaps, in its debt program. A derivative product is a financial instrument which derives its own value from the value of another instrument, usually an underlying asset such as a stock, bond, or an underlying reference such as an interest rate. Derivatives are commonly used as hedging devices in managing interest rate risk and thereby reducing borrowing costs. However, these products bear certain risks not associated with standard debt instruments.

C. Relationship of Debt to Capital Improvement Program and Budget

The County intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the County's capital budget and the capital improvement plan.

The County shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The County shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear, unless a specific revenue source has been identified for this purpose, such as Gas Tax or Park Assessment funds.

The County shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the County's public purposes.

The County shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

D. Policy Goals Related to Planning Goals and Objectives

The County is committed to financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The County intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the County's annual operating budget.

It is a policy goal of the County to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The County will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

Except as described in Section 2.A., when refinancing debt, it shall be the policy goal of the County to realize, whenever possible, and subject to any overriding non-financial policy considerations minimum net present value debt service savings equal to or greater than 4% of the refunded principal amount.

E. Internal Control Procedures

When issuing debt, in addition to complying with the terms of this Debt Policy, the County shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The County will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15c2-12,
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- the County's investment policies as they relate to the investment of bond proceeds.

Generally, proceeds of debt will be held by a third-party fiscal agent or trustee and the County will submit written requisitions for such proceeds. The County will submit a requisition only after obtaining the signature of the County Administrator or the Treasurer and Tax Collector.

F. Waivers of Debt Policy

There may be circumstances from time to time when strict adherence to a provision of this Debt Policy is not possible or in the best interests of the County and the failure of a debt financing to comply with one or more provisions of this Debt Policy shall in no way affect the validity of any debt issued by the County in accordance with applicable laws.

EXHIBIT A
COUNTY OF YUBA LAND SECURED FINANCING POLICIES

County of Yuba, California
LAND SECURED FINANCING POLICIES

COUNTY OF YUBA
LAND SECURED FINANCING POLICIES

TABLE OF CONTENTS

	<u>Page</u>
Definitions.....	1
Introductory Statement.....	3
PART ONE: Districts Initiated by Others	3
Eligible Public Facilities.....	4
Priorities for Acquiring Public Facilities	4
Value-To-Lien.....	5
Additional Security.....	6
Limitations on Annual Amount of Assessment or Special Tax.....	6
Terms and Conditions of Bonds	8
District Cost Deposits and Reimbursements.....	9
Agreements	10
Use of Consultants	11
Acquisition Provisions.....	11
Disclosure to Purchasers.....	11
Property Owner Support	12
Land Use Approvals	12
Exceptions to These Policies	12
PART TWO: Districts Initiated by the County or Other Public Agencies	13
Priorities for Acquiring Public Facilities	13
Value-To-Lien.....	14
Limitations on Annual Amount of Assessment or Special Tax.....	14
Terms and Conditions of Bonds	15
Exceptions to These Policies	15

Attachment: Form of Application for Land-Secured Financing

County of Yuba
Land Secured Financing Policies
New Development Projects

Definitions

Unless the context otherwise requires, the terms employed in the policies shall have the meanings specified below:

"Assessment Acts" means the Improvement Bond Act of 1911 and/or the Municipal Improvement Act of 1913 and/or the Improvement Bond Act of 1915; the Landscaping and Lighting Act of 1972; the Benefit Assessment Act of 1982; or other similar statutes of the State of California.

"Bonds" means bonds or other forms of debt authorized and issued under the Mello-Roos Act or the Assessment Acts.

"CFD" means a community facilities district formed under the Mello-Roos Community Facilities Act of 1982.

"County" means the County of Yuba.

"Discounted Cash Flow" means the measurement of the cash flows associated with the development and sale of real estate parcels, based on an independent judgment of the prices and times at which individual parcels or properties would be sold, after applying a discount rate to such cash flows to reflect the risk-adjusted rate of return necessary to attract the debt and equity investment necessary to undertake and complete the acquisition, entitlement, development and sale of the parcels or properties.

"District" means a CFD or an assessment district formed under the terms of one or more of the Assessment Acts.

"Fair Market Value" or **"Value"** means the amount of cash or its equivalent which property would bring if exposed for sale in the open market under conditions in which neither buyer nor seller could take advantage of the exigencies of the other and both have knowledge of all of the uses and purposes to which the property is adapted and for which it is capable of being used and of the enforceable restrictions upon uses and purposes.

"Lien" means, in the case of public debt imposed on a parcel or parcels, the aggregate amount of public debt attributable to such parcel or, in the case of Mello-Roos Community Facilities District debt, the amount of debt attributable to a parcel or parcels, based on an apportionment of the debt to such parcel or parcels in relation to the probable debt service to be borne by such parcel or parcels.

"Public Facilities" means improvements authorized to be constructed or acquired under the Mello-Roos Community Facilities Act of 1982 or Assessment Acts, as applicable, including, but not

limited to, fees for capital facilities imposed by public agencies as a condition to approval of the development encompassed by the district or as a condition to service the district.

“Value-to-lien ratio” means the ratio of the Value or Fair Market Value of a parcel or parcels in relation to the Lien or Liens imposed by an issue or issues of Bonds.

Introductory Statement

The County of Yuba has adopted these policies (herein, the "Policies") relating to the formation of, and financing by, special financings districts permitted under the provisions of the Mello-Roos Community Facilities Act of 1982 or one or more of the Assessment Acts that permit the imposition of benefit assessments against real property. The Policies are presented in two parts. The first part deals with requests by private sector developers or property owners. The second part deals with Districts undertaken by the County's own initiative. The Policies are intended to differentiate criteria between Districts formed by request of private sector proponents and those formed by the County.

PART ONE: Districts Initiated by Others

The County will consider developer or property owner initiated applications requesting the formation of community facilities or assessment districts and the issuance of bonds to finance eligible public facilities necessary to serve newly developing commercial and/or industrial projects under the conditions set forth herein. Projects primarily comprised of residential property are subject to more stringent criteria, and may make application to the County only in the following instances:

1. The tax-exempt financing of project public facilities will result in a significant public benefit, as such public benefit is determined by the County; or
2. The County has negotiated and executed a development agreement (or similar agreement) addressing project implementation and providing for financing of all required public infrastructure through land secured financing methods.

The above criteria will be applied by the County staff with final determination and findings to be made by the County Board of Supervisors.

Generally, only "community serving" Public Facilities (sometimes referred to as "backbone" facilities) such as collector and arterial streets and highways, state highways and bridges, freeway interchanges, railroad crossings, traffic controls, parks and open space acquisitions, community facilities (including libraries, youth facilities, sports complexes, bikeways and community/youth centers), major public works facilities (including water and wastewater collection, distribution, collection, transportation, treatment and , storage facilities, storm drainage and flood control systems), school facilities, , public safety facilities (including police and fire facilities) and other appropriate Public Facilities will be eligible for this program. Facilities will be financed in accordance with the provisions of the Assessment Acts, or the Mello-Roos Community Facilities Act of 1982, as determined by the County.

Each time a District is formed for the benefit of a development project, the County may require the creation of mechanism for the ongoing maintenance of such facilities. A maintenance district may be established pursuant to the provisions of the Landscaping and Lighting Act of 1972 (or equivalent law) to provide for such maintenance, unless other appropriate local resources are available to pay for any unfunded on-going County maintenance costs associated with the development project.

The County shall make the determination as to whether a proposed district shall proceed under the provisions of the Assessment Acts or the Mello-Roos Community Facilities Act. The County may confer with other district consultants and the applicant to learn of any unique district requirements such as regional serving facilities or long-term development phasing prior to making any final determination, but it is under no obligation to do so.

All County and consultant costs incurred in the evaluation of new development, district applications and the establishment of districts must be paid by the applicant(s) through advance deposits. The County will not incur any non-reimbursable expense for processing assessment or community facilities districts. Expenses not prepaid and chargeable to the district shall be solely for the account of the applicant.

Where these policies and the terms of a valid development agreement conflict, the provisions of the development agreement shall be deemed to be controlling, provided that such development agreement was executed before the adoption of these policies.

The County expects that exceptions to these policies may be required in certain cases. In cases where exceptions are deemed to be desirable by the County, such recommendation shall be made to the Board of Supervisors by the County Administrative Office.

Eligible Public Facilities

Facilities to be financed must be Public Facilities for which the County, or another public agency as determined appropriate by the County, will be the owner or will have normal operating and maintenance responsibility.

The County will retain final determination as to any facility's eligibility for financing, as well as the prioritization of facilities to be included within a District financing. Use of bond proceeds for grading and right-of-way acquisition will be reviewed by the County and bond counsel on a case-by-case basis.

Generally, "in-tract" improvements will not be considered eligible, unless specific circumstances and credit conditions warrant such inclusion such as a facility designed to serve an entire development.

Priorities for Acquiring Public Facilities

The priority that various kinds of Public Facilities will have for financing is as follows:

- A. public facilities to be owned and operated by the County that constitute infrastructure required to serve both proposed development and the general community, including such public facilities financed in lieu of the payment of development fees imposed by the County;
- B. other public facilities to be owned and operated by the County for which there is a clearly demonstrated public benefit, including such public facilities financed in lieu of the payment of development fees imposed by the County and for which there is a less generalized benefit; and

- C. public facilities to be owned and operated by a public agency other than the County (including school districts), including such public facilities financed in lieu of the payment of development fees imposed by such public agency.

Value-To-Lien

The district (or improvement area) property value-to-lien ratio should be at least 4:1 after calculating the value of the financed public improvements to be installed and considering any prior or pending special taxes or improvement liens. A lesser value-to-lien ratio may be considered when recommended for approval, upon compelling justification, by the County Administrative Officer, the County Treasurer-Tax Collector, and/or the County's financial advisor.

The value-to-lien ratio shall be determined based upon either: (i) an independent appraisal of the proposed district coordinated by and under the direction of the County; or (ii) upon established assessed values, as shown on the records of the County's Assessor. All costs associated with the preparation of an appraisal report or of a report of the County Assessor on the recorded assessed values, shall be paid by the applicant through an advance deposit mechanism.

Appraisals shall be conducted in accordance with criteria established by the County, based upon the recommendations received by the County from its financial advisor. In every case, the appraisal shall employ either a Discounted Cash Flow or utilize bulk sale comparables and shall generally conform to the guidelines in the *Appraisal Standards for Land Secured Financings* published by the California Debt and Investment Advisory Commission, dated May 1994, or subsequent revisions, as applicable, (the "CDIAC Guidelines"), with the following modifications:

- A. the independent review appraisal is an option, and not a requirement;
- B. the comparable sales method may be used whenever there is insufficient data available for alternate methods;
- C. the appraiser should assume the presence of the public infrastructure to be financed with the Bonds; and
- D. the allocable special tax burden need not be computed as the present value of the probable future tax payments if there is a pre-payment mechanism or other more appropriate measure.

Upon receiving an appraisal and determining the value-to-lien ratio, the County shall apply the following criteria:

- A. If the aggregated value-to-lien ratio is 4:1 or greater, the district shall not require any overall, district-wide security to secure payment of the assessments or special taxes to be levied annually on properties within the district. However, letters of credit or other security may be required for individual parcels within a district that have a value-to-lien ratio of less than 3:1, at the discretion of the County.
- B. If the aggregated value-to-lien ratio is less than 4:1, the district may require letters of credit or other security to secure payment of the assessments or special taxes on properties within the district, either considered individually or in the aggregate.

The County shall have discretion to retain a consultant independent of the appraiser to prepare a report to verify market absorption assumptions and projected sales prices of the properties which may be subject to the maximum special tax or assessments in the district. Such a report may be used by appraisers in determining the value of the property to be assessed or taxed.

Additional Security

For new development, the applicant or property owner must demonstrate its financial plan and ability to pay all assessments and/or special taxes during the build-out period. Additional security such as credit enhancement may be required by the County in certain instances. The County reserves the right to require security as to the payment of assessments and/or special taxes or as additional security for debt supported by such assessments and/or special taxes.

If the County requires letters of credit or other security, the credit enhancement shall be issued by an institution in a form and upon terms and conditions satisfactory to the County. Generally, the County will require that letters of credit or other additional security be of sufficient strength, and on such terms, as will be required to achieve at least "investment-grade" credit quality for such credit enhancements. All fees payable for the letter of credit or other security shall be the sole responsibility of the district applicant or developer, not the County or district. Any security required to be provided by the applicant shall be discharged by the County upon the opinion of a qualified appraiser retained by the County, that specific release thresholds have been reached.

As an alternative to providing security, the applicant may request only the following:

- A. That a portion of the bond proceeds be placed in escrow with a corporate agent in an amount sufficient to assure a value-to-lien ratio of at least 4:1 on the outstanding proceeds. The proceeds shall be released at such times and such amounts as may be necessary to assure a value-to-lien ratio of at least 4:1 on the aggregate outstanding proceeds; or
- B. That the bonds be issued in series with each series in an amount sufficient to assure an aggregated value-to-lien ratio of at least 4:1.

Limitations on Annual Amount of Assessment or Special Tax

The County will consider the effect of all public debt against property within a District's boundaries, and recognizes that excessive amounts of debt can impact the availability of credit to the County for other purposes. Accordingly, for "CFDs", the maximum annual special tax submitted to the qualified electors of the CFD shall be designed so that the projected maximum annual special tax does not exceed eight-tenths of one percent (0.8%) of the estimated Fair Market Value (which shall be presumed to be the base sales price of improved parcels, as determined by either the appraiser or absorption consultant engaged by the County) of the subject properties. The projected maximum annual special tax may be adjusted to reflect pre-payments in part designed to adjust debt burdens for individual parcels or groups of parcels, if applicable.

For a District supported by assessments levied under the Assessment Acts, the maximum assessment in any given year should not exceed eight-tenths of one percent (0.8%) of the

estimated or appraised Fair Market Value of the properties, as improved, subject to the assessment.

Furthermore, the total of the following burdens, when taken in the aggregate, should not exceed one and eight-tenths percent (1.8%) of the appraised Fair Market Value of the subject properties as of the date of the appraisal of the Fair Market Value:

- A. *Ad valorem* property taxes levied by the County.
- B. Voter approved *ad valorem* taxes levied by the County in excess of one percent (1%) of the Fair Market Value.
- C. Special taxes levied by any existing CFD for the payment of bonded indebtedness or on-going services.
- D. Assessments levied for any assessment district or maintenance district for the payment of bonded indebtedness or services and,
- E. The maximum special tax for the proposed CFD, or the maximum annual assessment imposed on the subject property, either alone or in the aggregate.

In the case of a CFD, the special tax formula shall adhere to the following requirements:

- A. The special tax formula must not permit the exercise of any discretion by the County as to rate or amount of special tax to any individual parcel or class of parcels beyond the discretion specifically set forth in the "rate and method of apportionment" of the special tax.
- B. The maximum annual special tax shall include the annual administrative costs of the County to administer the district (a portion of these costs may be established as superior in lien position to the debt service), as estimated by the County.
- C. For Districts composed entirely of property intended for residential development, the special tax formula may not include escalator rates allowing annual tax increases above the maximum special tax established upon district formation as such escalators may have the effect of extending the economic burden of payment for public infrastructure disproportionately to future property owners.
- D. The maximum special tax for undeveloped land will be designed so that the economic burdens of the special tax will not be shifted in a manner that is materially adverse to owners of property that is fully developed. In general, the County will require that tax rates corresponding to the adopted land use designations on each parcel, as developed, be reconciled to the rates imposed on property under development, so that the distribution of economic burdens over time can be measured. While this policy is not intended to burden undeveloped land at rates equal to developed properties of same land use designation, the timely development of undeveloped land subject to the special tax must be assumed. Should orderly development of undeveloped property not occur as contemplated at the time of District formation, the County may reserve the right to require credit enhancements, pre-payments or posting of other forms of

security for the payment of special taxes on undeveloped parcels after the scheduled period for the development of such parcels

- E. The County shall have discretion to allow a special tax in excess of the established limits for any parcels within the CFD which are designated as commercial or industrial.
- F. The special tax formula must permit funding for acquisition of infrastructure on a "pay-as-you-go" basis should the County determine that such facilities may be required or desirable prior to the sale of debt securities by the CFD.
- G. Property which is, or is expected to become, publicly-owned, must either not be subjected to the assessment and/or special tax, or some alternative arrangement satisfactory to the County Administrative Officer shall have been made.
- H. Individual parcels within the proposed boundaries of the CFD must be entitled to pre-pay their respective special tax burden.

In the case of CFDs, the County shall retain a special tax consultant to prepare a report which:

- A. Recommends a special tax method for the proposed CFD, and
- B. Evaluates the special tax proposed to determine its ability to adequately fund identified Public Facilities, County administrative costs, services (if applicable) and other related expenditures. Such analysis shall also address the resulting aggregate tax burden of all proposed special taxes plus existing special taxes, ad valorem taxes and assessments on the properties within the CFD.

In the case of Assessment Districts, the County shall retain a qualified engineer to prepare a report on the benefits being provided to each property subject to an assessment, and the relative burden to be imposed on such property through imposition of an annual assessment.

Terms and Conditions of Bonds

All terms and conditions of the bonds shall be established by the County. The County will control, manage and invest all district issued bond proceeds. Unless otherwise authorized by the County, the following shall serve as bond guidelines:

- A. A reserve fund equal to an amount of ten percent (10%) of the par value of the Bonds, the maximum annual debt service on the Bonds, or 125% of the average annual debt service on the Bonds, whichever is less shall be established.
- B. The special taxes shall be levied for the first fiscal year following sale of the bonds for which they may be levied. Interest may not be funded (capitalized) beyond the earliest interest payment date for which sufficient special tax or assessment revenues will be available for payment of interest.
- C. The repayment of principal shall begin on the earliest principal payment date for which sufficient special tax revenues or assessment installments can be made available.
- D. Beginning with the commencement of the repayment of principal, annual debt service shall be level. The County will consider an increasing annual debt service for

commercial and/or industrial districts only, but such increases may not exceed one percent (1%) per year.

- E. In the event that the County elects to issue variable rate Bonds supported by assessments and/or special taxes, the level of assessment and/or special tax must be sufficient to amortize the Bonds according to their terms.
- F. In the case of CFDs, the maximum special tax shall be established to assure that the annual revenue produced by levy of the special tax shall be equal to at least 110% of the average annual debt service on the Bonds, before taking into account earnings, if any, on funds held by the County or a trustee for the holders of the Bonds.
- G. The County shall have received from its financial advisor a report on the proposed district's financing requirements and the compliance of such requirements with these policies.
- H. In instances where multiple series of bonds are to be issued, the first series shall include Public Facilities of highest priority to the County, as determined by the County.
- I. Bonds shall be structured so as to amortize over a period not exceeding thirty (30) years, and shall be sold at a price not less than 98% of the face value thereof.

In general, advance refunding of outstanding bonds for economic savings will be undertaken only when net present value savings of at least five percent (5%) of the refunded debt can be achieved, or when there are demonstrable and significant savings available to individual property owners and net present value savings amount to at least three percent (3%) of the refunded debt. Current refunding that produces net present value savings of less than five percent will be considered on a case-by-case basis, provided that the present value savings are at least three percent (3%) of the refunded debt.

Refundings with net present value savings of less than three percent (3%), or with negative savings, will not be considered unless there is a compelling public policy objective, as determined solely by the County. The consideration of the 3% or 5% net present value savings amount may, but is not required to, include other benefits to the County, other than the proposed bond transaction, if deemed appropriate by the County. Savings resulting from refunding of outstanding Bonds may be apportioned as determined by the County.

District Cost Deposits and Reimbursements

All County and consultant costs incurred in the evaluation of district applications and the establishment of districts will be paid by the applicant by advance deposits, and/or be reimbursed through disbursement of Bond proceeds. The County shall not incur any non-reimbursable expenses for processing and administering developer initiated assessment districts or CFDs. Expenses not chargeable to the district shall be directly borne by the applicant.

Each application for formation of an assessment district or CFD shall be accompanied by an initial deposit in the amount determined by the County to fund initial staff and consultant costs associated with district review and implementation. If additional funds are needed to off-set costs and expenses incurred by the district, the County shall make written demand upon the applicant for such funds and the applicant shall comply with each demand within seven (7) calendar days of receipt of such notice. If the applicant fails to make any deposit of additional funds for the proceedings the County may suspend all proceedings until receipt of such additional deposit.

The deposits shall be used by the County to pay for costs and expenses incurred by the County incident to the proceedings, including but not limited to, legal, engineering, appraisal, special tax consultant, market absorption, and financial advisory expenses; administrative costs and expenses; required notifications; and printing and publication of legal matters.

The district shall refund any unexpended portion of the deposits upon the following conditions:

- A. The district is not formed;
- B. Bonds are not issued and sold by the district;
- C. The proceedings for formation of the district or issuance of bonds is disapproved by the County; or
- D. The proceedings for formation of the district or issuance of bonds are abandoned in writing by the applicant.

Except as otherwise provided herein, the applicant shall be entitled to reimbursement (from proceeds of Bonds or levy of special taxes) for all reasonable costs and expenses incident to the proceedings and construction of the Public Facilities as provided under the Mello-Roos Community Facilities Act of 1982 or the Assessment Acts, provided that all such costs and expenses shall be verified by the County as a condition of reimbursement.

The applicant or property owner shall not be entitled to reimbursement from bond proceeds for any of the following:

- A. In-house administrative and overhead expenses incurred by the applicant, or expenses of applicant's counsel or consultants;
- B. Interest expense incurred by the applicant on moneys advanced or expended during the proceedings and construction of Public Facilities; and
- C. Any other costs and expenses incurred by the applicant which are not otherwise authorized for reimbursement under the Mello-Roos or Assessment Acts.

The County shall not accrue or pay any interest on any portion of the deposit refunded to the applicant or the costs and expenses reimbursed to the applicant. Neither the County nor the district shall be required to reimburse the applicant or property owner from any funds other than the proceeds of bonds issued by the district. Excess funds on deposit after the formation of the proposed district will be refunded to the depositor.

Agreements

The applicant shall execute all necessary agreements incident to District proceedings in a form prepared by, or satisfactory to, the County and consistent with these policies. These agreements shall include, but not be limited to:

- A. Acquisition Agreement

- B. Agreements with any other public agency entitled to receive any portion of the bond proceeds or entitled to own and operate any of the Public Facilities financed by Bond proceeds, commonly referred to as "joint community facilities agreements"
- C. Continuing Disclosure Agreements required under Federal securities laws or regulations of any securities regulators.

As a condition to the issuance and sale of the bonds, all of the agreements specified shall be duly approved and executed by the parties thereto. Prior to execution of any agreements, such agreements shall be reviewed by bond counsel and the County Counsel and approved by the County Board of Supervisors.

Use of Consultants

The County shall select all consultants necessary for the formation of the district and the issuance of bonds, including the underwriter(s), bond counsel, disclosure counsel, financial advisor, assessment engineer, appraiser, market study consultant, and the special tax consultant. Prior consent of the applicant shall not be required in the determination by the County of the consulting and financing team.

No firm may serve as both design engineer and engineer of work and assessment engineer or special tax consultant on the same district. No law firm may serve as bond counsel if any project proponent has engaged such firm at any time during the three-year period immediately preceding the formation of the proposed district.

Generally, no law firm may serve as both bond counsel and disclosure counsel.

Acquisition Provisions

The County is generally opposed to construction districts. The County shall have final determination as to whether it will allow the financing of Public Facilities through construction as opposed to acquisition, and will grant rare exceptions where an overriding justification exists concerning public benefit, safety or health. Such waiver shall be subject to County Board of Supervisors approval.

The County and the applicant or property owner shall mutually agree upon facilities to be acquired. An Acquisition Agreement shall be required and approved by the County Board of Supervisors on or prior to the adoption of the Resolution of Formation of the district.

Disclosure to Purchasers

The applicant or property owner will be required to demonstrate to the satisfaction of the County that there will be full disclosure of this and any other special tax, assessment or other liens on individual parcels to existing and future property owners. In addition to all requirements of law, the County shall require the applicant to provide disclosure of such information as the County deems appropriate to the purchasers of property within the district, with respect to the existence of the district, amounts of special taxes to be levied within the district and the terms and conditions of bonds issued on behalf of the district. Such disclosure may include homebuyer

notifications requiring signature prior to home purchasers, as well as methods to notify subsequent home purchasers.

Property Owner Support

In the instance of multiple property owners, the district applicant shall be required to produce letters evidencing other property owner support for the scope and establishment of the district as an attachment to the district application. The County will require that developer initiated districts have concurrence of not less than two-thirds of the property owners to be included in the proposed district, unless there is an overriding need for the Public Facilities, or the applicant is willing to separately fund the facilities on the non-participating property(s). The County reserves the right to require demonstration of a greater or lesser degree of public support for the formation of the proposed district.

Land Use Approvals

Proposed district properties must possess a land use determination such that proposed development land uses and specific facility requirements can be adequately assessed. The County will accept applications for assessment and/or Mello-Roos financing only when properties to be included within a proposed district have County approved zoning or site plan approval.

Exceptions to These Policies

The County may find in limited and exceptional instances that a waiver to any of the above stated policies is reasonable given identified special County benefits to be derived from such waiver. Such waivers are granted only by action of the County Board of Supervisors and based upon specific public purpose and/or health and safety findings.

PART TWO: Districts Initiated by the County or Other Public Agencies

The County will consider the formation of Districts and the issuance of Bonds to finance eligible Public Facilities necessary to provide public infrastructure assets that the County deems necessary or desirable for the orderly development of land subject to the County's land use planning powers. In general, the County will consider the use of such financing when:

- A. The tax-exempt financing of project Public Facilities will result in a significant public benefit; or
- B. The County has determined that the development and/or acquisition of the public infrastructure represents a necessary element in the granting of land use entitlements and there are insufficient public funds available from other resources to pay for the infrastructure.

The above criteria will be applied by the County staff with final determination and findings to be made by the County Board of Supervisors.

Generally, only regional or "community serving" Public Facilities such as collector and arterial streets and highways, state highways and bridges, freeway interchanges, railroad crossings, traffic controls, parks and open space acquisitions, community facilities (including libraries, youth facilities, sports complexes, bikeways and community/youth centers), major public works facilities (including water and wastewater collection, distribution, collection, transportation, treatment and , storage facilities, storm drainage and flood control systems), school facilities, public safety facilities (including police and fire facilities) and other appropriate Public Facilities will be eligible for this program. Facilities will be financed in accordance with the provisions of the Assessment Acts, or the Mello-Roos Community Facilities Act of 1982, as determined by the County.

Priorities for Acquiring Public Facilities

The priority that various kinds of Public Facilities will have for financing is as follows:

- A. public facilities that enhance public safety within the County
- B. public facilities to be owned and operated by the County that constitute essential infrastructure, including such public facilities financed in lieu of the payment of development fees imposed by the County;
- C. other public facilities to be owned and operated by the County for which there is a clearly demonstrated public benefit, including such public facilities financed in lieu of the payment of development fees imposed by the County; and
- D. public facilities to be owned and operated by a public agency other than the County (including, but not limited to, joint powers agencies, special districts, the State of California, or other units of local government), provided that such Public Facilities meet the priority guidelines set forth above.

Value-To-Lien

The district (or improvement area) property value-to-lien ratio should be at least 3:1 after calculating the value of the financed Public Facilities to be installed and considering any prior or pending special taxes or improvement liens. A lesser value-to-lien ratio will be considered when recommended for approval, upon compelling justification, by the County Administrative Officer, the County Treasurer-Tax Collector, or the County's financial advisor.

The value-to-lien ratio may be determined based upon: (i) an independent appraisal of the property within the boundaries of the proposed district; or (ii) an analysis of the assessed value of the property within the boundaries of the District, derived from the records of the County's Assessor. If an appraisal is undertaken, it shall be conducted in accordance with criteria established by the County, based upon the recommendations received by the County from its financial advisor.

In general, the appraisal may employ either a discounted cash flow or utilize bulk sale comparables, but should generally conform to the guidelines in the *Appraisal Standards for Land Secured Financings* published by the California Debt and Investment Advisory Commission, dated May 1994, or subsequent revisions, as applicable, (the "CDIAC Guidelines"), with the following modifications:

- A. the independent review appraisal is an option, and not a requirement;
- B. the comparable sales method may be used whenever there is insufficient data available for alternate methods;
- C. the appraiser should assume the presence of the public infrastructure to be financed with the bonds; and
- D. the special tax lien need not be computed as the present value of the probable future tax payments if there is a pre-payment mechanism or other more appropriate measure.

Limitations on Annual Amount of Assessment or Special Tax

The special tax formula shall adhere to the following requirements:

- A. The special tax formula must not permit the exercise of any discretion by the County as to rate or amount of special tax to any individual parcel or class of parcels beyond the discretion specifically set forth in the "rate and method of apportionment" of the special tax.
- B. The maximum special tax shall include the estimated annual administrative costs of the County to administer the district (a portion of these costs may be established as superior in lien position to the debt service).
- C. The special tax formula applicable to commercial, retail or industrial parcels may include escalator rates allowing annual tax increases above the initial maximum special tax established upon District formation.
- D. The County shall have discretion to allow a special tax in excess of the established limits for any parcels within the CFD which are designated as commercial or industrial.

- E. Individual parcels within the proposed boundaries of the CFD must be entitled to pre-pay their respective special tax burden.

In the case of CFDs, the County shall retain a special tax consultant to prepare a report which:

- A. Recommends a special tax method for the proposed CFD, and
- B. Evaluates the special tax proposed to determine its ability to adequately fund identified Public Facilities, County administrative costs, services (if applicable) and other related expenditures. Such analysis shall also address the resulting aggregate tax burden of all proposed special taxes plus existing special taxes, ad valorem taxes and assessments on the properties within the CFD.

In the case of Assessment Districts, the County shall retain a qualified engineer to prepare a report on the benefits being provided to each property subject to an assessment, and the relative burden to be imposed on such property through imposition of an annual assessment.

Terms and Conditions of Bonds

All terms and conditions of the bonds shall be established by the County.

Exceptions to These Policies

The County may find in limited and exceptional instances that a waiver to any of the above stated policies is reasonable given identified special County benefits to be derived from such waiver. Such waivers are granted only by action of the County Board of Supervisors and based upon specific public purpose and/or health and safety findings.

COUNTY OF YUBA
MELLO-ROOS AND ASSESSMENT FINANCING PROGRAM

APPLICATION FORM

(Please submit 3 copies of this application and any attachments.)
(Use separate schedules if necessary.)

I. APPLICANT INFORMATION

1. **Applicant Information**

Project: _____

Previous name(s) under which project has been known or processed by the County:

Applicant: _____

Relationship to Property Owners: _____

Mailing Address: _____

Contact: _____

Phone: _____

Fax: _____

Major Property Owner(s) _____

Mailing Address: _____

Contact: _____

Title: _____

Phone: _____

Fax: _____

Developer: _____

Mailing Address: _____

Contact: _____

Title: _____

Phone: _____

Fax: _____

Please complete all above items as applicable. If any item is not applicable, please so state. Be sure to include:

Name(s) of owner(s) of record.

If developer is not the current owner of record, describe the nature of developer's current interest in the property and expected date that escrow will close.

State when the developer purchased the property and whether the purchase has been completely consummated.

State whether the purchase of the property or the purchase price is contingent in any way on the future development of the property.

II. DISTRICT INFORMATION

2. **Financing Method.** (Check all that apply)
☐ Special Assessments
☐ Mello-Roos Community Facilities Act
☐ Other or Undecided
3. **District Boundaries.**
Define the boundaries of the proposed Assessment/Mello-Roos district, or attach a map of the proposed district.
4. **Public Improvement Proposed.**
Describe the improvements to be financed through an Assessment/Mello-Roos district. Include a cost breakdown, construction timetable and the operating cost impact on the County. Do not include financing costs, interest income assumptions or other financial factors. Do include detail of construction costs that identifies soft costs, land, and/or right-of-way acquisitions, construction costs, engineering costs, and contingencies separately.
5. **Extraordinary Public Benefit.**
Describe the extraordinary public benefit provided. Extraordinary public benefits include, without limitation: (i) regional improvements which benefit a population beyond the immediate impact area of your project (e.g., libraries, fire stations, and freeway on-ramps); (ii) low and very low income housing; (iii) environmental benefits such as preservation of wetlands or the construction of storm water treatment facilities; and (iv) additional public improvements (e.g., improvements beyond those required by the County's Community Development Department as a condition of your project's approval). NOTE: You may list as extraordinary public benefits any environmental mitigation measures or other exactions to be provided pursuant to a development agreement, if any, you have negotiated with the County concerning this project.
6. **District Financing Plan.**
State the estimated dollar amount of the proposed Assessment/Mello-Roos bond(s) and your assumptions, including interest rates, maturity and capitalized interest, if available. As a guideline, use a maximum 20-year maturity and a maximum one-year of capitalized interest. Interest cost assumptions will be provided by the County based on the most recently available information on outstanding comparable Assessment/Mello-Roos transactions.

7. **Other Public Infrastructure Needs.**
List all other required public infrastructure not financed with the requested Assessment/Mello-Roos district. Provide cost estimates and funding methods.
8. **Taxes, Assessment and Liens.**
List all existing and proposed taxes, assessments, and liens on properties in the proposed district. Provide a recent preliminary title report and recent property tax bill.
9. **Other District on the Property.**
Have you, or anyone else, filed a petition with another public agency (e.g., school or water district) to form an Assessment/Mello-Roos district on the property?
10. **Other Property Owners.**
Identify other property owners who may be included in the proposed district but who were not indicated in #1, above, and attach a map identifying their properties.
11. **Additional Information.**
Do you foresee any unusual requirements, problems or opportunities associated with establishing this district or financing the improvements?

III. PROJECT INFORMATION

12. **Project Description.**
Provide a map identifying your project. Attach a full description of the project, including number of units/acres by land use, development schedule and utility and transportation requirements. Break down development by commercial, industrial and residential uses. For residential development, please furnish the following:

	Total # of Units	Size in Sq. Ft.	Estimated Price Range	# of Units Completed	# of Units Under Constr.	# of Escrows Closed
S.F. Attached						
S.F. Detached						
Townhouses						
Condominiums						
Apartments						
Retail/Industrial						
Commercial						
Totals						

13. **Governmental Approvals.**
List status of County planning approvals required for your project, including processing numbers, projected approval dates, and any development agreements. Describe status of zoning changes required, tentative tract map filings, building permits, "will serve" letters for water and sewer facilities, etc.
14. **Civil Engineer.**
Provide name, address, contact, and telephone number of the project's civil engineer.

15. **Market Absorption Study.**

Attach a copy of any market absorption study already undertaken, specifying date and contact person. An Absorption Study will be required for any project to be secured by new development. The County will select market absorption consultants.

16. **Appraisal(s).**

List the date and amount of most recent appraisal(s) and name of appraiser, if any. Attach a copy of the appraisal(s). The County will rely on an independent MAI appraiser, selected by the County to determine appraised value of the property for purposes of complying with County policy.

17. **Environmental Impacts.**

Please attach copies of complete EIR(s) or indicate status. What efforts are planned to mitigate traffic congestion or other impacts, and will such efforts be financed by Assessment/Mello-Roos financing? Please also include copies of any soils or hazardous material survey prepared in connection with such EIR(s). Is the property securing the Assessment or Mello-Roos financing located in a flood plain?

18. **Environmental Audit.**

Please attach a Phase I environment audit for the subject real property or properties (prepared by a reputable environmental consulting firm).

Note: The County may designate a representative to receive and review confidential materials described in Question 19 and Question 20, below.

19. **Project Pro Formas.**

Provide project *pro formas* (a) assuming conventional financing for the infrastructure improvements and (b) assuming tax-exempt public financing.

20. **Project Guarantees.**

Identify proposed mechanism for guaranteeing special tax or assessment payments prior to positive project cash flow.

IV. APPLICANT EXPERIENCE/REFERENCES

The County may designate a representative to receive and review confidential materials required below:

21. **Financial Statements and References.**

(a) List up to three banking references, one of which should be the current project lender, if applicable. Include name, address, contact person and telephone number.

(b) Provide recent financial statement of developer (or other relevant entity), or provide other information demonstrating past financial performance and current financial condition.

(c) If construction financing has been obtained, describe source and terms. Otherwise, indicate status of construction financing.

22. **Prior Development Experience.**
List previous experience on similar developments and any other development ventures in California. Include location, project mix, size (number of units/square footage), year built and role of your development firm. Also, provide the name of a County official that you worked with on the project.
23. **Prior Assessment/Mello-Roos Experience.**
List all Assessment/Mello-Roos financings in which you have participated.
- Have you ever failed to file an annual report required under the provisions of Rule 15c2-12 of the Securities and Exchange Commission?
- Has an application for such financing on this property been previously denied or have you ever been party to an abandoned, defaulted or court challenged Assessment/Mello-Roos district? If so, please explain.
24. **Bankruptcy.**
Have any of the developers of the project(s) described in No. 1 above ever filed for bankruptcy or been declared a bankrupt? If so, specify date and location of court where bankruptcy action took place.
25. **Creditor Compromises.**
Have any of the developers of the project(s) described in Section I above, within the past ten years, offered a "deed in lieu of foreclosure" or made a compromise with secured lenders which resulted in such lenders receiving repayment of less than 100% of outstanding principal? If so, specify circumstances, amounts, and names of lenders.
26. **Other Indebtedness.**
Are there currently any outstanding loans for which the property is pledged as security? If so, state the name of the lending institution and the approximate loan amount. If so, are principal and interest payments current?
27. **Litigation.**
Has any claim or suit been made, or is any claim or suit now pending or threatened against the owner(s) or the property? If so, please attach a copy of the complaint or, if unavailable, please list the court in which the action is pending, the case number, and the amount involved.
28. **Property Taxes.**
Have any of the property taxes or assessments on the property been delinquent any time in the past 5 years? If so, please explain and state the current status.

V. CONCLUDING MATTERS

29. **Application Fee.**

Please include a non-refundable [*amount of deposit*] initial application deposit payable to the County of Yuba. A Deposit and Reimbursement Agreement between the applicant and the County will be required prior to the County beginning its comprehensive project review.

Submitted By:

Firm: _____
Name: _____
Title: _____
Date: _____
Signature: _____

30. **Contact Person.**

Please provide the names and telephone numbers of persons the County should contact for further information about the following: Overall development; environmental clearances, mapping, permitting and entitlements; appraisals; absorption; engineering; financial projections; and, legal matters.

The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: County Administrator, Amanda Nix

SUBJECT: Approve and Authorize Chairman to sign contract for Small Claims Court Litigant

DATE: May 23, 2017

NUMBER: 163/2017

Recommendation

Board of Supervisors approve and authorize Chairman to sign contract for Small Claims Court Litigant Assistance with the Yuba Sutter Legal Center.

Background

Code of Civil Procedure §116.260 requires counties to establish Small Claims Advisor programs to provide assistance to small claims court litigants and potential litigants without charge to the litigant. A portion of each small claims filing fee is distributed by the Courts to the County to help offset the costs associated with this service.

Discussion

The Yuba Sutter Legal Center has provided small claims advisor services since 1982. The Legal Center provides phone services as well as clinics where litigants can meet individually with the small claims advisor. The advisor reviews forms, assists in the completion of forms, and answers questions specific to the litigant's case. The Legal Center also provides advice by letter and provides sample completed forms for litigants use and copies of statutes relevant to their case.

Committee Action: (Omit if to Committee)

This item did not go to Committee as there were no changes to the terms of the agreement other than the time period.

Fiscal Impact:

The fiscal impact associated with the proposed contract is \$6,500 per year for a three year period 7/1/17-6/30/20.

Attachments

163/2017 Small Claims Court Litigant Assistance

**AGREEMENT FOR SMALL CLAIMS COURT
LITIGANT ASSISTANCE**

THIS AGREEMENT made and entered into this _____ of _____, 2017, by and between the Yuba Sutter Legal Center, a California non-profit corporation (hereinafter the "Legal Center") and the County of Yuba, a political subdivision of the State of California (hereinafter the "COUNTY")

WITNESS

WHEREAS, section 116.260 of the California Code of Civil Procedure requires individual assistance be made available to Small Claims Court litigants and potential litigants, and

WHEREAS, County desires to comply with said statute and provide said advice, and

WHEREAS, the Legal Center certifies that it is familiar with small claims court rules and procedures and competent to provide the necessary services, and

WHEREAS, County has the authority to enter into this agreement pursuant to Government Code section 31000.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Services Provided. The Legal Center shall provide individual personal advisory services to small claims court litigants suing in Yuba County's small claims court and to potential litigants in Yuba County's small claims court by either attorneys or trained paralegals working under the supervision of a member of the State Bar. Such advisory services shall be provided during normal business hours by clinics, or, when appropriate, by individual appointment, over the telephone or on a walk-in basis. Such services shall be available at all stages of Small Claims Court actions from pre-filing to appeal. However, once an appeal is

filed, the Legal Center has no obligation to provide such services. Such services shall be provided without a fee to the individuals involved. The Legal Center will not assist in preparing documents for litigants or potential litigants or provide direct court room representation to any party.

2. Notice of Availability of Services. County shall provide written notice to plaintiffs and potential plaintiffs on the availability of the service and shall post a sign at the Clerk's counter. In addition, oral notification will be provided when appropriate. Defendants shall receive written notice of the availability of the service with the papers served on them by the plaintiffs.

3. Term. This Agreement shall commence on July 1, 2017, and shall continue until June 30, 2020.

4. Consideration. In consideration of services provided herein, County shall pay to Legal Center an annual fee of \$6,500. This fee will be paid in quarterly installments of \$1,625. Legal Center shall have no right to and the County shall have no liability for any additional monies.

5. Support Services. The Legal Center shall provide all secretarial and other personnel, office space and all materials, equipment, facilities and supplies necessary to provide the services under this contract.

6. Conflicts. The Legal Center shall administer the program so as to avoid the existence or appearance of a conflict of interest between the individuals providing the advisory services and any party to a particular small claims action or any judicial officer deciding small claims actions. If a possibility of a conflict of interest arises, the Legal Center will provide the individual with a copy of the small claims handbook and information on web sites and self help

law sites.

7. Record Keeping. The Legal Center shall keep monthly statistical records and make these records available to the Yuba County Superior Court and the Yuba County Administrator. Said statistical records shall indicate the number of persons requesting service, the frequency of contacts with each person, the number of contacts made, and the identification of the type of contacts made (i.e., telephone, walk-in, by appointment or at the Courthouse). The Legal Center shall submit formal reports to the Yuba County Board of Supervisors at the end of the second and fourth quarters of the contract year.

8. Attorney/Client Relationship. The parties agree that this agreement does not create the relationship of attorney and client between the Legal Center and the County and that if such a relationship is created, it is restricted to the Legal Center and those persons to whom services are provided as outlined herein.

9. Indemnification. Pursuant to Government Code section 818.9, the County, its officers, agents and employees shall not be liable because of any advice provided to Small Claims Court Litigants under this agreement. The Legal Center agrees to defend, indemnify and hold harmless the County against any costs, attorneys fees, expenses and all losses and liabilities which the County may incur or which may be threatened by reason of any suit, action, claim or procedure arising wholly or in part by any act or omission of the Legal Center or any other attorney under contract pursuant to Paragraph 6 herein and the performance of the services hereunder or by reason of a breach of this agreement by the Legal Center.

10. Insurance Requirements The Legal Center shall obtain, maintain in full force and effect at all times while performing services hereunder, and demonstrate proof of insurance with the limits referenced in Attachment A – Insurance Requirements.

11. Early Termination. This Agreement may be terminated by either party, at their sole discretion, upon thirty (30) days advance written notice hereof to the other or canceled immediately by mutual consent. The County, upon written notice to the Legal Center, may terminate this agreement if the Legal Center fails to perform properly any of its obligations hereunder. In the event of such termination, the County may proceed with the work in any reasonable manner it chooses.

12. Notices. All notices, demands and payment to be made or given under this agreement shall be deposited with the United States Postal Services, postage prepaid, and addressed as follows:

To the County: County Administrator
 915 8th Street, Suite 115
 Marysville, CA 95901

To the Legal Center: Yuba Sutter Legal Center
 727 D Street
 Marysville, CA 95901

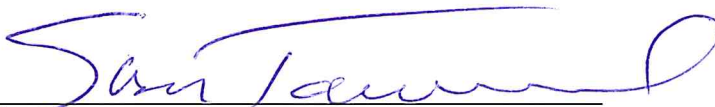
Either party may from time to time change such address by notice in writing to the other party. Nothing in this paragraph shall prevent the giving of such notices or payment by personal service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first shown above.

COUNTY OF YUBA

By: _____
Randy Fletcher, Chairman Board of Supervisors


YUBA SUTTER LEGAL CENTER

By:  _____
Susan Townsend, Directing Attorney


ATTEST:

By: _____
Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:

By:  _____
Angil Morris-Jones, County Counsel

INSURANCE PROVISIONS APPROVED:

 _____
Jill Abel,
Human Resources Director and Risk Manager

ATTACHMENT A – INSURANCE PROVISIONS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if LEGAL CENTER has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance as appropriate to LEGAL CENTER’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LEGAL CENTER; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of LEGAL CENTER including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LEGAL

CENTER's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Planner, Scott Bryan

SUBJECT: Office of Emergency Services: Approve resolution to proclaim an ongoing local emergency due to historic rainfall

DATE: 05/23/2017

NUMBER: 142/2017

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the existence of an ongoing local emergency due to historic rainfall in the County of Yuba.

Background:

The County of Yuba has been affected by the existence of extreme peril to the safety of persons and property within the county caused by historic rainfall, which began on February 1, 2017, and the inundation of floodwaters. The State of California has seen historic precipitation causing damage to public and private property, for which damages cannot yet be calculated and local resources in Yuba County are faced with conditions that exceed their functional capabilities.

Discussion:

On February 22, 2017, the Yuba Director of Emergency services did proclaim the existence of a local emergency due to historic rainfall and floodwaters pursuant to county ordinance 4.20.

Fiscal Impact:

Fiscal impact is unknown at this time due to the ongoing efforts to calculate the full extent of damages.

Attachments: 142/2017: Historic Rainfall Resolution

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

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL EMERGENCY)	
DUE TO HISTORIC RAINFALL IN THE)	
COUNTY OF YUBA.)	RESOLUTION NO. _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, conditions of extreme peril to the safety and property of residents have arisen in Yuba County, caused by historic rainfall, which began on February 1, 2017, and the inundation of flood waters; and

WHEREAS, The State of California has seen historic precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

WHEREAS, on February 22, 2017 the Yuba County Director of Emergency Services did proclaim the existence of a local emergency due to historic rainfall and flood waters pursuant to county ordinance 4.20; and

WHEREAS, on February 28, 2017 the County of Yuba Board of Supervisors ratified the existence of an ongoing local emergency due to historic rainfall and flood waters; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to historic rainfall and flood waters; and

WHEREAS, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, *this* proclamation of emergency shall be terminated as soon as reasonably possible.

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NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Office of Emergency Services: Approve resolution proclaiming the existence of an ongoing local emergency due to the Oroville Dam Event

DATE: 05/23/2017

NUMBER: 143/2017

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the existence of an ongoing local emergency due to the Oroville Dam Event.

Background :

The County of Yuba has been affected by the existence of extreme peril to the safety of persons and property within the county caused by historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville Dam suffered significant damage that necessitated using the emergency spillway. The series of events resulted in necessary evacuations for majority of the residents in Yuba County, damage to private and public property, for which damages and fiscal impact cannot yet be calculated and resources in Yuba County are faced with conditions that exceed their functional capabilities.

Discussion:

On February 14, 2017, the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to the Oroville Spillway event.

Fiscal Impact:

Fiscal impact is unknown at this time due to the ongoing efforts to calculate the full extent of damages.

Attachment: 143/2017: Oroville Dam Resolution

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

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL EMERGENCY)	
DUE TO THE OROVILLE DAM EVENT)	
)	RESOLUTION NO. _____

WHEREAS, in January and February of 2017 historic precipitation inundated the Yuba, Sutter and Butte County areas, including lakes, rivers, and streams therein; and

WHEREAS, on February 12, 2017 as a result of this historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville dam suffered significant damage that necessitated using the emergency spillway; and

WHEREAS, thereafter emergency officials determined that the emergency spillway at Lake Oroville dam was at risk of failing, potentially causing widespread flooding throughout the County of Yuba; and

WHEREAS, mandatory evacuations were then ordered for the majority of the residents of Yuba County; and

WHEREAS, extreme peril to the safety and property has arisen in Yuba County, caused by the damage to the spillways at the Oroville dam and potential flooding within the County;

WHEREAS, local resources in Yuba County are faced with conditions that exceed their functional capabilities; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Yuba; and

WHEREAS, on February 12, 2017 the Governor of the State of California issued a Proclamation of a State of Emergency, which included Yuba County; and

WHEREAS, on February 13, 2017 the County Administrative Officer issued a Proclamation of a Countywide Local Emergency due to the Oroville Dam Event pursuant to Yuba County Ordinance code section 4.20 et seq; and

WHEREAS, on February 14, 2017 the Board of Supervisors ratified through resolution the existence of a local emergency due to the Oroville Dam event; and

WHEREAS, pursuant to section 8630 of the California Government Code, the Board of Supervisors must review, at least every 30 days, the need for the continuance of the local emergency; and

NOW, THEREFORE IT BE SOLVED, that the Board of Supervisors hereby Proclaims the existence of an on-going emergency in the County of Yuba; and

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BE IT FURTHER RESOLVED that the Board of Supervisors shall review, at least every 30 days, until such emergency is terminated, the need for the continuing said emergency and the governing body shall proclaim the termination of the local emergency at the earliest possible date.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2017.

AYES:

NOES:

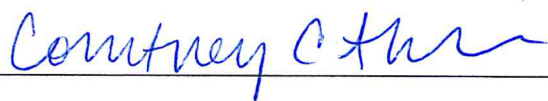
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Approve resolution to proclaim an ongoing local emergency due to Tree Mortality

DATE: 05/23/2017

NUMBER: 144/2017

Recommendation:

The Board of Supervisors adopts a resolution proclaiming the existence of an on-going local emergency in the County of Yuba due to tree mortality.

Background:

On January 17, 2014, Governor Edmund G Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014, the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba.

The current drought has put tremendous stress on trees resulting in widespread mortality throughout the State. The County of Yuba is not immune to the loss of trees due to the on-going drought as thousands of dead and dying trees line our landscape. On October 30, 2015 Governor Edmund G Brown Jr. declared a Statewide Tree Mortality Emergency which included California Disaster Assistance Act (CDAA) funding to mitigate the most severely affected counties. On December 13, 2016 the Yuba County Board of Supervisors proclaimed a local emergency in the County due to tree mortality.

Discussion:

There are currently 10 counties designated as "Priority Counties", which include two contiguous counties to Yuba, in Nevada and Placer. Although Yuba County's tree mortality emergency has yet to reach the severity of Nevada and Placer Counties, significant tree mortality exists in Yuba County, which requires mitigation efforts to remove hazard trees threatening public infrastructure and safety.

Fiscal Impact:

If approved, CDAA funding will reimburse 75% of eligible costs for removing hazardous trees with a 25% cost share

Attachments: 144/2017: Tree Mortality Resolution

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

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL EMERGENCY)	
DUE TO TREE MORTALITY IN THE)	
COUNTY OF YUBA.)	RESOLUTION NO. _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County, caused by the widespread and rapidly increasing incidence of tree mortality; and

WHEREAS, unprecedented tree mortality is causing damage to the watershed and emergency egress, and to County and other public and district facilities including, but not limited to roads and structures, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with a disaster that exceeds their functional capabilities; and

WHEREAS, data collected by state and federal agencies demonstrate that tree mortality has reached epidemic levels across the entire western slope of the Sierra Nevada range which includes Yuba County; and

WHEREAS, it is imperative that Yuba County implement full scale, immediate and aggressive measures to isolate and fell dead or dying trees resulting from extreme and prolonged drought in order to begin to reduce the risks to public safety and property; and

WHEREAS, Governor Edmund G. Brown Jr., has proclaimed a State of Emergency for all of California due to tree mortality and has ordered that state agencies, utilities, and local governments to undertake efforts to remove dead or dying trees in order to restore forest and watershed health; and

WHEREAS, on December 16, 2016 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to tree mortality; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of An ongoing local emergency due to tree mortality; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2017.

AYES:

NOES:

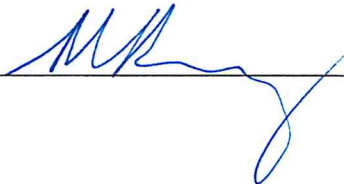
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Approve resolution to proclaim an ongoing local emergency due to flood waters

DATE: 05/23/2017

NUMBER: 145/2017

Recommendation:

The Board of Supervisors adopt a resolution proclaiming an ongoing local emergency in the County of Yuba due to the inundation of floodwaters.

Background:

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

Discussion:

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing flood water inundation the damages cannot yet be calculated. Therefore it is recommended that your Board proclamation a local emergency until the end of the incident period per (*Govt. Code Section 8630 (c)*). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (*Govt. Code Section 8630(d)*) this proclamation of emergency shall be terminated as soon as reasonably possible.

Fiscal Impact: There is an unknown impact to the general fund as of this date.

Attachments

145/2017: Floodwaters Resolution

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

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL EMERGENCY)	
DUE TO FLOOD WATERS IN THE)	
COUNTY OF YUBA.)	RESOLUTION NO. _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County, caused by the inundation of flood waters; and

WHEREAS, Northern California has seen historical precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

WHEREAS, on January 10, 2017 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to flood waters; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to flood waters from historical precipitation; and

WHEREAS, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

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NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2017.

AYES:

NOES:

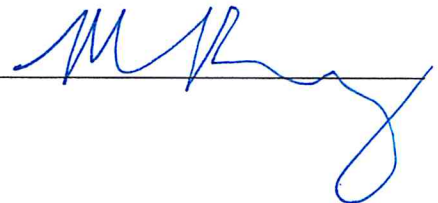
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

FROM: Jennifer Vasquez, Director
Tracy Bryan, Program Manager
Health and Human Services Department

SUBJECT: Health and Human Services: Approve the acceptance of recreational vehicle donation for the benefit of 14Forward.

DATE: May 23, 2017

NUMBER: 186/2017

Recommendation

It is recommended that the Board of Supervisors, on behalf of its Health and Human Services Department (HHSD), approve the acceptance of the donation of a self-contained recreational vehicle (RV) from Jeannie Klever for use as a shelter for the 14Forward live-in site host and further authorize the HHSD Director to expend funds and execute documents necessary to accept and relocate the donated RV.

Background

Yuba County owns real property located at 938 14th Street, Marysville, which is being used to provide temporary emergency shelter to County residents subject to displacement from the homeless encampments in Yuba County. Jeannie Klever approached the County with an offer to donate a used self-contained RV to the County for use at 14Forward.

Discussion

The acceptance of the RV for the 14Forward project will provide a structure for the live-in site host for on-site supervision during nights and weekends. The estimated value of the RV is \$10,000. Expenses associated with the title transfer and work necessary to relocate and secure the RV shall not exceed One Thousand Dollars (\$1,000.00).

Committee

The Human Services Committee was by-passed because the donation will not impact County General Funds.

Fiscal Impact

Approval of the donations will not impact County General Funds.

Attachments

The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

FROM: Jennifer Vasquez, Director
Homer Rice, MPH, PhD, Health Administrator
Health and Human Services Department

SUBJECT: Health and Human Services: To authorize the Director to accept Maternal, Child and Adolescent Health (MCAH) Grant Funds and Execute the Grant Agreement and other pertinent documents.

DATE: May 23, 2017

NUMBER: 196/2017

Recommendation

It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Director of the Health and Human Services Department (HHSD) to apply for the California Department of Public Health (CDPH) Maternal Child and Adolescent Health (MCAH) Grant for the period of July 1, 2017 through June 30, 2019; and further authorize the Director to execute all documents and amendments as required by the application and the resultant grant for the stated period, amend contracts for additional or lesser funding, and to accept, transfer and allocate the funds.

Background

Since 2007, Yuba County, through its Health and Human Services Department, has received MCAH program funds to develop policies and standards, and conduct activities aimed at improving the health and well-being of the women, children and families of Yuba County.

Discussion

Yuba County's anticipated allocation for the period of July 1, 2017, through June 30, 2019, is \$105,062 per fiscal year. The approval of this Board Resolution will authorize HHSD to apply for the funds and will authorize the Director to execute the annual Agreement Funding Application (AFA)/Update form and other related documents.

Committee Action:

The Human Services Committee was bypassed due to the routine nature of this request.

Fiscal Impact:

Approval of this Resolution will not impact County General Funds. The County portion for the MCAH Grant is funded by Public Health Realignment.

Attachments

196/2017 Resolution authorizing HHSD Director to apply for Maternal, Child and Adolescent Health grant

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

RESOLUTION AUTHORIZING THE)
HEALTH AND HUMAN SERVICES)
DEPARTMENT (HHSD) DIRECTOR TO)
APPLY TO THE MATERNAL, CHILD)
AND ADOLESCENT HEALTH (MCAH))
GRANT FOR THE PERIOD OF JULY 1,)
2017 THROUGH JUNE 30, 2019, AND) Resolution No. _____
FURTHER AUTHORIZE THE HHSD)
DIRECTOR TO EXECUTE)
DOCUMENTS AS REQUIRED BY THE)
GRANT AND TO ACCEPT, TRANSFER)
AND ALLOCATE THE GRANT FUNDS)
IN ACCORDANCE WITH THE)
PROVISIONS OF THE GRANT)

WHEREAS, the State of California has made grant funds available for the purpose of improving the health and well-being of women, children, adolescents, and families; and

WHEREAS, it is in the best interest of its residents for the County of Yuba to apply for and utilize the grant funds for the improvement of the health and well-being of women, children, adolescents, and families, particularly those who are low income residents of the County of Yuba.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: that the submission of an application to the California Department of Public Health for Maternal, Child and Adolescent Health (MCAH) grant funds is hereby authorized; and

BE IT FURTHER RESOLVED by the Yuba County Board of Supervisors that the Director of the Health and Human Services Department is hereby authorized to: execute, subject to review and approval of County Counsel, all documents as required by the application and the resultant grant for the stated period; amend

contracts for additional or lesser funding; execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded; and accept, transfer and allocate the grant funds for the period of July 1, 2017 through June 30, 2019. A copy of the said contract or any amendment thereto shall be filed in the office of the Clerk of the Board, County of Yuba after they have been reviewed and approved by County Counsel and executed by the Director of the Health and Human Services Department.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the ____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

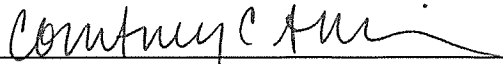
ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM



Angil P. Morris-Jones,
Yuba County Counsel

The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

FROM: Jennifer Vasquez, Director
Marvin D. King Jr., Yuba Sutter Veteran Service Officer
Health and Human Services Department

SUBJECT: Health and Human Services: Authorize the transfer of funds in the amount of \$500.00 from Account No. 101-5800-455.22-00 (Office Supplies) to Account No. 101-5800-455.29-00 (Travel) to cover shortfall in the Health and Human Services Department, Veterans Services Office, budget for FY2016-17.

DATE: May 23, 2017

NUMBER: 211/2017

Recommendation

It is recommended that the Board of Supervisors authorize the transfer of funds in the amount of \$500.00 from Account No. 101-5800-455.22-00 (Office Supplies) to Account No. 101-5800-455.29-00 (Travel) to cover shortfalls in the Health and Human Services Department, Veterans Services Office, budget for FY2016-17.

Background

A new Veteran's Service Representative was hired in May 2017. There are insufficient funds remaining in the travel budget to cover the cost of sending the newly hired staff person to the annual Professional Training Conference of the National Association of County Veteran Service Officers (NACVSO) that will take place in San Diego, California, June 11 through June 16, 2017.

Discussion

The action is necessary to cover additional costs associated with sending the new employee to the required training.

Committee Action:

The Human Services Committee was bypassed due to the routine nature of the request.

Fiscal Impact:

Approval of this Budget Transfer will have no fiscal impact to county funds.

Attachments

211/2017 Budget Adjustment Transfer Request

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

FISCAL YEAR 2016-17

DEPARTMENT: Veteran's Services

PREPARED BY/PHONE Cindy Sartell - Ext 6355

[illegible]

Requesting an increase in Travel so that the newly hired Veteran's Services Representative can attend the required National Association of County Veterans Service Officers accreditation training in San Diego, CA.

BUDGET TRANSFER

EXTERNAL
INTERNAL

MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING

MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)

(assigned by ACO)

APPROVALS: Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

1) DEPARTMENT HEAD:

SIGNATURE OF AUTHORIZED OFFICIAL

DATE _____

3) AUDITOR-CONTROLLER:

SIGNATURE

DATE _____

2) COUNTY ADMINISTRATOR/

SIGNATURE

DATE _____

4) BOARD OF SUPERVISORS:

(if necessary)

SIGNATURE

DATE _____

*****AUDITOR USE ONLY BELOW THIS LINE*****

GENERAL LEDGER:

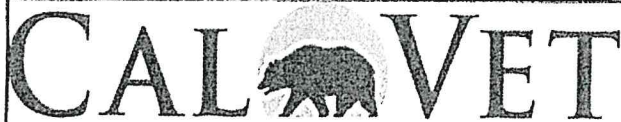
FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE _____

DC



CALIFORNIA DEPARTMENT
OF VETERANS AFFAIRS

CALIFORNIA DEPARTMENT OF
VETERANS AFFAIRS

Veterans Services Division
1227 "O" Street, P.O. Box 942895
Sacramento, CA 95814
(916) 653-2573 FAX (916) 653-2563

**Veterans Services Division
BULLETIN**

DATE: March 3, 2017

NUMBER: 17-02 TOTAL PAGES: 6

TO: ALL COUNTY VETERANS SERVICE OFFICERS

SUBJECT: SPRING PROFESSIONAL TRAINING CONFERENCE (June 10 – June 16, 2017)

**THIS BULLETIN IS PROVIDED FOR YOUR PLANNING PURPOSES AND TO OBTAIN
APPROVAL TO ATTEND THIS SANCTIONED TRAINING.**

The California Department of Veterans Affairs (CalVet) is sanctioning the Spring Professional Training Conference.

Starting: Monday, June 12, 2017
Continuing: Tuesday, June 13, Wednesday, June 14, Thursday, June 15
Ending: Friday, June 16, 2017

In order to obtain funding, your county must be represented on Monday, June 12th (starting at 12:30 p.m.), Tuesday, June 13, Wednesday, June 14, Thursday, June 15 and Friday thru 4:30pm.

There will be a required CalVet session on Wednesday, June 14, 2017 from 1– 3pm. Location to be determined.

Failure to attend and/or sign the attendance sheet(s) for both morning and afternoon training sessions on these days (starting Monday at 12:30pm) will result in a reduction in your 2016-2017 State Subvention and Veterans Service Office Fund (VSOF) as follows:

Up to \$12,000 will be disbursed to each CVSO for training purposes under the Subvention Program.

- Each CVSO will receive \$1,500 for the CVSO plus one **supervisor or lead VSR** to attend each of the three CalVet-sanctioned conference trainings (\$9,000 per CVSO per year). For example: If one CVSO staff person attends this CalVet-sanctioned conference, \$1,500 will be allocated; if two CVSO staff attend the conference, \$3,000 will be allocated; if no CVSO staff attend, then no training funds will be received for this conference.

NOTE: If more than two staff will be attending the CalVet sanctioned training, please e-mail, either Angela (angela.yamamoto@calvet.ca.gov) or Nancy (nancy.noriega@calvet.ca.gov) with the number of additional staff that will be attending. Otherwise, your county will not receive funds for the additional staff.

pl

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT



Jennifer Vasquez, Director

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

Dr. Nichole Quick, M.D.,
Public Health Officer
Phone: (530) 749-6366

DATE: March 10, 2017

TO: Jennifer Vasquez, Director

FROM: Marvin D. King Jr, Veteran Service Office

RE: AUTHORIZATION FOR NON-EMERGENCY OUT OF COUNTY TRAVEL

Please authorize the following personnel to attend the Professional Training Conference of the National Association of County Veteran Service Officers (NACVSO) in San Diego, CA being held June 11th to June 16th, 2017. The purpose is to enhance our knowledge on Veterans service program requirements, funding sources for County Veteran Service Office operations and learn about new benefits available to veterans. The cost of this conference has been budgeted in the office funds. The costs for this conference will be as follows:

Conference Registration Fees	\$ 900.00
Hotel	\$ 2,550. 00 (approximate)
Airfare	\$ 1,700.00 (approximate)
Food	on a reimbursement basis, not to exceed meal limits

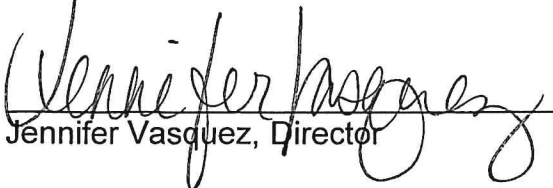
The cost for this conference is included in the county budget.

Persons Attending

1. Marvin King
2. ~~Russell Henderson~~ DANA ROSELLINI
3. Erik Davey

Thanks for your attention to this matter.

JV:mk


Jennifer Vasquez, Director

☒ Approved ☐ Denied

3/20/17
Date

The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

FROM: Jennifer Vasquez, Director
Tracy Bryan, Program Manager
Health and Human Services Department

SUBJECT: Health and Human Services: Authorize the budget increase in the amount of \$39,800 to account number 233-5410-453.18-00 (Maintenance Building Improvement) and \$10,200 to account number 233-5410-453.23-00 (Professional Services) and \$50,000 to revenue account number 233-5410-371.96-01 (Contributions/Donations) to cover shortfalls in 14Forward budget for FY 2016-17. Fifteen Thousand Dollars (\$15,000) will be covered by Public Health Realignment, and no budget increase is necessary as Public Health has surplus in its budget.

DATE: May 23, 2017

NUMBER: 219/2017

Recommendation

It is recommended that the Board of Supervisors approve the budget increase in the amount of \$39,800 to account number 233-5410-453.18-00 (Maintenance Building Improvement) and \$10,200 to account number 233-5410-453.23-00 (Professional Services) and \$50,000 to revenue account number 233-5410-371.96-01 (Contributions/Donations) to cover shortfalls in 14Forward budget for FY 2016-17. Fifteen Thousand Dollars (\$15,000) will be covered by Public Health Realignment, and no budget increase is necessary as Public Health has surplus in its budget.

Background

Ampla Health donated a double-wide modular building to the Health and Human Services Department for use at 14Forward. Expenses associated with the relocation of the modular from Gridley to 14Forward, including the move to the site, refurbishment of the modular, connection of utilities, grading and fencing, were more than originally estimated at the December 6, 2016, Board of Supervisors meeting.

Discussion

The action is necessary to cover additional costs associated with the relocation of the donated modular.

Committee Action:

The Human Services Committee was bypassed due to the route nature of the request.

Fiscal Impact:

Approval of this Budget Transfer will have no fiscal impact to county funds.

Attachments

219/2017 Authorization for Transfer of Funds

MAY 04 2017

FISCAL YEAR 2016-17

COUNTY ADMINISTRATOR

PREPARED BY/PHONE Liz Langley 749-6754

The County of Yuba

Sheriff-Coroner



TO: Board of Supervisors

FROM: Steven L. Durfor, Sheriff-Coroner

SUBJECT: Sheriff-Coroner: Approve and execute the Service Agreement and Letter of Understanding between the County of Yuba and BGE Yuba, LLC.

DATE: May 23, 2017

NUMBER: 205/2017

Recommendation:

Approve the Service Agreement and the Letter of Understanding between the County of Yuba and BGE Yuba, LLC. To provide supplemental law enforcement services at the Toyota Amphitheatre.

Background:

The Sheriff's Department has negotiated the attached Service Agreement with BGE Yuba for supplemental law enforcement services at the Toyota Amphitheatre. Sheriff's Department personnel will provide general law enforcement services, as well as assist the California Highway Patrol with traffic related duties. The contract will guarantee full salary reimbursement, at an overtime rate, to the County of Yuba for all Sheriff's Department personnel assigned to work at the venue.

Discussion:

This agreement has been in effect for many years. The Service Agreement and Letter of Understanding covers the period of January 1, 2017 through December 31, 2017.

Committee Action:

None. This agreement is a routine item submitted on an annual basis.

Fiscal Impact:

There is no fiscal impact to the General Fund. The County of Yuba will be fully reimbursed by BGE Yuba for services provided by the Sheriff's Department.

Attachments

201/2017 BGE Yuba, LLC. Service Agreement
205/2017 BGE Yuba, LLC. Letter of Understanding

Service Agreement

This Service Agreement (hereafter "Agreement") is effective for one year (January 1, 2017, through December 31, 2017), by and between the County of Yuba (hereafter "County") on behalf of its Sheriff's Department (hereafter "Sheriff's Department") and BGE Yuba LLC, d/b/a Toyota Amphitheatre (hereafter "BGE Yuba").

Recitals

WHEREAS, BGE Yuba requires the special services of the Sheriff's Department for concerts held at the Toyota Amphitheatre (hereafter "Amphitheatre"); and

WHEREAS, Government Code section 53069.8(a) provides that the Yuba County Board of Supervisors may contract on behalf of the Sheriff to provide supplemental law enforcement services to private individuals or private entities to preserve the peace at special events or occurrences that happen on an occasional basis; and

WHEREAS, concerts held at the Toyota Amphitheatre are such a special event; and

WHEREAS, the provision of supplemental law enforcement services shall not reduce the normal and regular ongoing service that the Sheriff's Department provides to the citizens of Yuba County;

NOW, THEREFORE, the parties hereto agree as follows:

1. Term

The term of this Agreement, as stated above, is for January 1, 2017, through December 31, 2017. Either party may terminate this Agreement prior to that date by providing a written notice of termination to the other party no less than thirty (30) days in advance.

2. Staffing

BGE Yuba agrees to use law enforcement personnel from the Sheriff's Department at every concert produced by BGE Yuba at the Toyota Amphitheatre. If BGE Yuba contracts with another entity to produce or sponsor a concert at the Amphitheatre, BGE Yuba shall guarantee the full terms of the approved security plan, traffic management plan, and this Agreement are met and complied with by that entity. BGE Yuba agrees to specifically reference this Agreement in any and all contracts it makes with another entity or other entities and to fully incorporate this Agreement therein.

Should BGE Yuba sponsor, book, and/or promote an event other than a concert at the Amphitheatre, BGE Yuba agrees to notify the Sheriff's Department at least ten (10) days in advance. If BGE Yuba and the Sheriff's Department mutually agree supplemental law enforcement services is needed, they shall agree on the staffing level pursuant to the conditions

set forth in this Agreement. The same holds true should an entity other than BGE Yuba sponsor, book, and/or promote an event at the Amphitheatre.

The Sheriff's Department will provide personnel for general law enforcement and traffic related duties.

The Sheriff's Department will assign a minimum of four (4) Deputy Sheriffs and two (2) supervisors (liaisons) at every concert sponsored by BGE Yuba or any other entity producing or sponsoring a concert at the Amphitheatre. Additional staffing will be assigned with the mutual agreement of the Sheriff's Department and BGE Yuba. Should the Sheriff's Department and BGE Yuba mutually agree on less than the minimal staffing requirements as stated above, BGE Yuba shall only be obligated to pay for the number of Sheriff's Department personnel actually provided.

Supervisors from the Sheriff's Department are responsible for supervising Sheriff's Department personnel and will act as liaisons to BGE Yuba personnel.

The Sheriff's Department will use Captains, Lieutenants and Sergeants (as determined in the Sheriff's sole discretion) to staff supervisory positions. Deputy Sheriffs, Community Services Officers and Reserve Deputy Sheriffs will be used to staff non-supervisory positions. Captains, Lieutenants and Sergeants may be used to staff non-supervisory positions with the mutual consent of both the Sheriff's Department and BGE Yuba.

One Communications Dispatcher will be assigned to every concert in which eight (8) or more Deputy Sheriffs are scheduled to work, at the discretion of the Sheriff's Department. The Dispatcher will be assigned to the Sheriff's Department's Communications Center and is responsible for processing calls for service and law enforcement radio traffic related to the Amphitheatre.

The Sheriff's Department and BGE Yuba will continuously meet and confer on law enforcement staffing levels for each concert. The number of Sheriff's Department personnel used will be based on, but not limited to, the number of patrons, crowd behavior, and the history of similar events at this and other venues. If a mutual agreement cannot be reached on staffing levels, the final decision will rest with the Sheriff.

3. Undercover Operations

The Sheriff's Department and BGE Yuba agree to meet and confer on the need for undercover operations at certain events. The decision to use undercover personnel shall be a mutual one.

BGE Yuba will pay for all personnel costs associated with undercover operations BGE Yuba and the Sheriff's Department have mutually agreed to.

4. Reimbursement for Services

BGE Yuba agrees to compensate the Sheriff's Department for actual personnel costs incurred. The Sheriff's Department agrees to bill BGE Yuba for the actual time assigned to the event. This may include pre-event briefings. These personnel costs are as follows:

a. Captain	\$660.00/concert
b. Lieutenant	\$550.00/concert
c. Sergeant	\$60.00/hour
d. Deputy Sheriff	\$51.00/hour
e. Communications Dispatcher	\$44.00/hour
f. Community Services Officer	\$40.00/hour
g. Reserve Deputy Sheriff	\$30.00/hour

The Sheriff's Department agrees to bill BGE Yuba only for time assigned to the Amphitheatre. This includes pre-event briefings.

The Sheriff's Department will charge BGE Yuba one-hundred and fifty dollars (\$150.00) per concert to off-set administrative costs associated with the Amphitheatre.

The Sheriff's Department will not charge BGE Yuba for the cost of booking prisoners into the Yuba County Jail.

The Sheriff's Department will not charge BGE Yuba for the use of department owned equipment.

The Sheriff's Department will not charge BGE Yuba for costs associated with responses for mutual aid assistance from outside agencies. "Mutual Aid" is defined as the emergency response of on-duty law enforcement personnel from any agency other than the Yuba County Sheriff's Department.

If the Sheriff's Department and BGE Yuba mutually agree to use law enforcement personnel from another law enforcement agency to supplement staffing levels, BGE Yuba must make separate and direct payment to that other agency for services received. This does not apply to emergency mutual aid responses.

The Sheriff's Department will submit a detailed invoice to BGE Yuba on a monthly basis for services provided pursuant to this Agreement. BGE Yuba agrees to pay all bills in full no later than thirty (30) days after receiving the bill. The Sheriff's Department agrees to provide BGE Yuba with a written invoice at the conclusion of each concert. This invoice will estimate costs for Sheriff's Department personnel for that event. The Sheriff's Department agrees to make any necessary adjustments to the written invoice in the subsequent monthly invoice.

5. Pedestrian and Traffic Devices

BGE Yuba agrees to provide, at their cost, all control devices (i.e., signs, cones, barricades, fencing, lighting, etc.) designed for the use of crowd control and/or traffic control. The type of devices and their placement shall be determined by the approved traffic management plan. Any modifications in the type or placement of such devices will only be made with the mutual consent of BGE Yuba, the Yuba County Sheriff's Department and the California Highway Patrol.

6. Insurance and Indemnification

The County of Yuba is self-insured.

The Yuba County Sheriff's Department shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify, and hold BGE Yuba, its parents, affiliated and related companies and their partners, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, loss (including attorney's fees, witness' fees, and all court costs), damages, expenses, and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property to the extent arising out of any negligent act of the Yuba County Sheriff's Department or its agents, employees, appointees, or designees which act was performed in the fulfillment of this Agreement.

BGE Yuba shall, to the fullest extent permitted by law and at its own expense, defend, indemnify and hold the County of Yuba and the Yuba County Sheriff's Department, their agents, employees, appointees, and designees harmless from and against any and all claims, loss (including attorney's fees, witness' fees and all court costs), damages, expenses and liability resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or willful misconduct act by BGE Yuba, its parents, affiliates and related companies and their partners, directors, officers, employees, servants, representatives and agents which act was performed in the fulfillment of this Agreement.

BGE Yuba shall provide proof of general liability insurance in the face amount of at least two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall be twice the required occurrence limit the County of Yuba shall be named as an additional insured and with a carrier acceptable to the County of Yuba. BGE Yuba shall provide Worker's Compensation insurance as required by the State of California. BGE Yuba shall also maintain Employer's Liability in the amount of one million dollars (\$1,000,000) per each accident, one million dollars (\$1,000,000) policy limit bodily injury by disease, and one million dollars (\$1,000,000) each employee bodily injury by disease. Proof of insurance shall be provided to the County of Yuba.

7. Authority

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any

entities, persons, estates, or firms represented and purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been complied with fully.

8. Amendments

This Agreement may be modified at any time only by written Amendment executed by all of the parties hereto.

9. Construction

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.


10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supercedes all prior and contemporaneous agreements and understandings of the parties.

11. Governing Law

The laws of the State of California shall govern this Agreement.

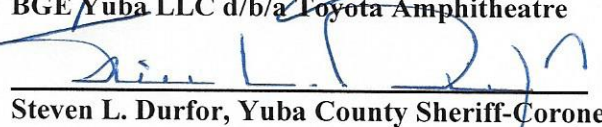
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates of their signatures.



BGE Yuba LLC d/b/a Toyota Amphitheatre

4-7-2017

Date



Steven L. Durfor, Yuba County Sheriff-Coroner
Pursuant to Resolution No. _____

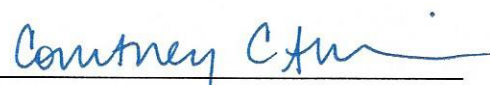
04/17/17

Date


Chairman
Yuba County Board of Supervisors

Date

Approved as to Form
Angil Morris-Jones
County Counsel

By: 

INSURANCE PROVISIONS APPROVED:



Jill Abel,
Human Resources Director and Risk Manager

Letter of Understanding

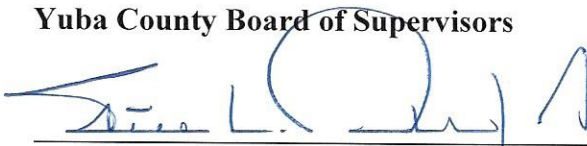
The Yuba County Sheriff's Department and the County of Yuba have negotiated a Service Agreement with BGE Yuba (Live Nation, Inc.) to provide supplemental law enforcement services at the Toyota Amphitheatre. This Agreement guarantees the County of Yuba is fully reimbursed for all personnel costs associated with the supplemental services provided by the Sheriff's Department at this venue.

During the previous sixteen concert seasons, the Sheriff's Department utilized Sheriff's Captains and Lieutenants as supervisors at the amphitheatre. The Sheriff's Department intends to do the same in 2017. Since Sheriff's Captains and Lieutenants are exempt from overtime compensation, the County of Yuba agrees to pay Captains a premium of six-hundred and sixty dollars (\$660.00) for each concert worked, and Lieutenants a premium of five-hundred and fifty dollars (\$550.00) for each concert worked. BGE Yuba agrees to fully reimburse the County of Yuba pursuant to their Agreement with the County.

A similar arrangement exists with the use of Reserve Deputy Sheriffs at the amphitheatre. BGE Yuba agrees to reimburse the County of Yuba a rate of thirty dollars (\$30.00) per hour for Reserve Deputy Sheriffs assigned to a concert at the amphitheatre. The County of Yuba agrees to pay Reserve Deputy Sheriffs thirty dollars (\$30.00) per hour when assigned to the amphitheatre.

The terms of this Letter of Understanding are consistent with the terms used during the previous sixteen concert seasons. The Letter of Understanding will commence on the dates of the signatures of the parties listed below. It will terminate on December 31, 2017. The County of Yuba agrees to negotiate the terms of this Letter of Understanding as part of the County of Yuba's negotiations with BGE Yuba on their Service Agreement.

Chairman
Yuba County Board of Supervisors



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

Date



Date

Approved as to Form
Angil Morris-Jones
County Counsel, County of Yuba

By: 

The County of Yuba

Sheriff-Coroner



TO: Board of Supervisors

FROM: Steven L. Durfor, Sheriff -Coroner

SUBJECT: Sheriff-Coroner: Adopt resolution authorizing a cat adoption fee waiver for period beginning June 1 through June 30, 2017.

DATE: May 23, 2017

NUMBER: 208/2017

Recommendation:

Approve the resolution authorizing Yuba County Sheriff's Department to offer a cat adoption waiver period beginning June 1, 2017 and ending June 30, 2017.

Background:

Yuba County Animal Care Services is currently inundated with a mass population of cats and kittens. Every year, more and more cats are euthanized unnecessarily and the huge expense of capturing cats in the field, housing cats at the shelter and vaccinations alone surpasses the adoption rate. We would like to join the Million Cat Challenge, a national initiative to help save the lives of shelter cats. One of the components to the challenge is to break down the barriers of adoption. In our community, the simplest way to get cats adopted is to make adoptions more affordable.

Discussion:

During the month of June 2017, Yuba County Animal Care Services will waive the adoption fees for adult cats (\$43) and kitten adoption fee (\$8) to help break down the financial barrier of adoption and hopefully find more cats loving homes.

Committee Action:

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

Fiscal Impact:

No significant fiscal impact is anticipated.

Attachments

208/2017 Resolution to Authorize a Cat Adoption Fee Waiver for the Month of June 2017

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

**RESOLUTION AUTHORIZING)
YUBA COUNTY SHERIFF'S)
DEPARTMENT TO OFFER A CAT)
ADOPTION FEE WAIVER PERIOD)
BEGINNING JUNE 1, 2017 AND)
ENDING JUNE 30, 2017)**

RESOLUTION NO. _____

WHEREAS, the Yuba County Sheriff's department has an Animal Care Services Division which wishes to offer a cat adoption fee waiver period in which they would waive the adoption fees upon any cat or kitten adopted; and

WHEREAS, a fee waiver would increase cat adoptions and decrease the shelter population; significantly reducing the monetary costs of housing cats at the shelter and reducing the number of cats unnecessarily euthanized; and

WHEREAS, a cat or kitten adoption fee is collected by Animal Care Services, currently set by ordinance at forty-three (\$43) dollars for adult cats and eight (\$8) dollars for kittens under 4 months of age; and

WHEREAS, the Yuba County Sheriff's Department wishes to waive the cat and kitten adoption fees for a one month period beginning June 1, 2017 and ending June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby authorizes the Yuba County Sheriff's Department to offer a cat/kitten adoption fee waiver beginning June 1, 2017 and ending June 30, 2017.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2017 by the following vote:

AYES:

NOES:

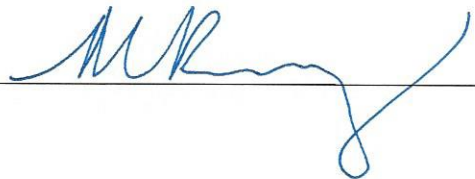
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



The County of Yuba

Sheriff-Coroner



TO: Board of Supervisors

FROM: Steven L. Durfor, Sheriff-Coroner

SUBJECT: Approve Master Service Agreement with TouchPay Holdings, LLC and authorize Chair to execute.

DATE: May 23, 2017

NUMBER: 209/2017

Recommendation:

It is recommended that the Board of Supervisors approve the Master Service Agreement with TouchPay Holdings, LLC. and authorize Chair to execute.

Background:

On February 12, 2010, the Yuba County Sheriff's Department entered into an agreement with General Payment Systems, Inc. dba EZ Card and Kiosk to place and operate the EZ Kiosk Solutions in the Yuba County Jail, to accept and remit payments from the Sender ("Sender shall mean the depositor of funds into a specified account or the user of any Service) for the purpose of transferring payments from such Sender to the Sheriff's Department for a beneficiary or inmate account maintained by the Sheriff's Department. On April 21, 2015, an Amendment to Client Services Agreement was executed which provided for automatic annual renewals unless otherwise terminated under the provisions of the original agreement.

Discussion:

General Payment Systems, Inc. dba EZ Card and Kiosk was purchased by TouchPay Holdings, LLC. who continued to provide services under the original agreement and amendment with EZ Card and Kiosk. The kiosk equipment is aging and needs to be updated. In order for TouchPay Holdings to upgrade the existing equipment and in order to continue to provide services to the Yuba County Jail inmates with no break in service, the County needs to enter into a service agreement with TouchPay Holdings directly.

Committee Action:

Due to the routine nature of this item, as this is an extension of an existing agreement, this item was placed directly on the Board agenda.

Fiscal Impact:

There is no impact to the General Fund, as all service fees are collected by TouchPay Holdings through services.

Attachments:

209/2017 Touchpay Holdings, LLC. Master Services Agreement

Master Services Agreement

This **Master Services Agreement** ("Agreement") is by and between Yuba County Sheriff's Office (hereinafter "YCSO"), and **TouchPay Holdings, LLC**, a Texas limited liability company, whose address is 7801 Mesquite Bend Drive, Irving, Texas 75063 (hereinafter "TPH"). YCSO and TPH may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties wish to enter into an Agreement for TPH to provide the Services (as defined below) for YCSO at one or more correctional facilities (whether one or more, the "Facility");

WHEREAS, TPH represents that it is a duly qualified service provider and licensed money services business, experienced in the installation and operation of equipment and software programs for payment and deposit systems and other related services which will benefit users by providing certain deposit and transfer options through the facilitation of electronic deposits into government accounts via the internet, telephone, free-standing payment kiosks and retail locations; and

WHEREAS, YCSO wishes to implement and make available the proposed services for its own benefit and that of its Senders (as defined below);

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

AGREEMENT

PURPOSE. To accept and remit payments from the Sender ("Sender" shall mean the depositor of funds into a specified account or the user of any Service) for the purpose of transferring payments from such Sender to YCSO for a beneficiary or inmate account maintained by YCSO, and for additional services as outlined in each Exhibit A now or hereafter attached to this Agreement (the "Scope of Work"), including, but not limited to, loading any remaining balance of funds in an inmate's account onto a debit card according to this Agreement (collectively, the "Services"). YCSO acknowledges and agrees that TPH may also accept payments on behalf of other governmental agencies at kiosks or other payment portals placed in any Facility by TPH.

FEES. TPH shall receive fees from the Senders for the Services according to the Fee Schedule outlined in each Exhibit B now or hereafter attached to this Agreement (the "Transaction Pricing").

REMITTANCE. For all deposit and payment services designated in Exhibit A, TPH agrees to transfer all fund amounts, including all cash and all approved credit/debit payments, into the appropriate YCSO accounts in the designated system, and such funds shall be immediately available to the inmate or beneficiary for their use. TPH will initiate an Automated Clearing House ("ACH") credit to YCSO's designated bank account within forty-eight (48) hours after the deposits are authorized and accepted by TPH. See Exhibit C attached to this Agreement for the Guaranteed Payment Policy of TPH which is incorporated into this Agreement.

TERM. The term of this Agreement shall commence on the Effective Date (as defined below) and continue thereafter for three years from the Effective Date, with automatic one year renewals, unless terminated earlier in accordance with the provisions of the TERMINATION section below.

TERMINATION. This Agreement may be terminated under the following conditions:

a) Termination Without Cause. Notwithstanding any other provision of this Agreement, without cause, either Party shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to the other Party at least ninety (90) days prior to the end of the original term (effective as of the end of such original term) or at any time after the expiration of the original term on ninety (90) days advance written notice.

b) Termination for Cause. Notwithstanding any other provision of this Agreement, should TPH fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, YCSO may immediately terminate this Agreement if such breach is not cured within thirty (30) days following delivery to TPH of written notice of such alleged breach.

RIGHTS UPON TERMINATION. Upon termination of this Agreement for any reason, each Party shall cooperate in good faith to transition services and resolve outstanding accounts. Title to any and all hardware provided by TPH for the purpose of providing the Services shall remain solely with TPH. Upon termination of this Agreement, all hardware provided by TPH shall be the exclusive property of TPH and TPH shall, within thirty (30) days following termination, remove such equipment from each Facility.

PAYMENTS FOR RELEASE AND OTHER NON-PAYMENT RELATED SERVICES.

a) Payments to TPH. For all additional defined services, value-added functionality, and incidental costs which are designated in any of Exhibit "A" or Exhibit "B", TPH shall be paid in accordance with the rates and procedures set forth in Exhibit "B", attached hereto and incorporated herein by this reference.

OTHER PAYMENT ACCEPTANCE METHODS. Other than money orders or cashier's checks received via the U.S. Postal Service or private parcel carriers, YCSO agrees to cease using alternative means and methods of accepting payments at the Facility other than those provided by TPH, within thirty (30) days after TPH first begins to accept and transmit deposits from Senders at the Facility. Alternative means and methods of accepting payments include money orders or cashier's checks received via drop boxes at the Facility, any web and telephonic payment acceptance and processing portals, cashiers, cashiers' windows, and any other service involving money orders and money transfers by third-party processors.

CONFIDENTIALITY OF PERSONAL INFORMATION; USE OF PERSONAL INFORMATION. TPH will comply with all applicable federal, state and local laws and regulations governing the disclosure of personal information. The term "personal information" shall mean information regarding Senders obtained by TPH as a result of its performance under this Agreement. TPH will keep all personal information confidential, but may disclose the same as required to comply with the requirements of any licensing authority, court order, law, regulation or other governmental or court action.

COMPLIANCE WITH APPLICABLE LAW. TPH is a licensed "money transmitter" under applicable state laws. YCSO will reasonably cooperate with TPH to ensure that TPH complies with all state laws and regulations applicable to "money transmitters" (the "Money Transmitter Laws"). TPH will keep YCSO apprised of the Money Transmitter Laws as applicable to the Services, as adopted and amended from time to time. If YCSO is unable or unwilling to comply with the requirements of TPH that allow TPH to be in compliance with the Money Transmitter Laws, TPH may, at its option, immediately terminate the provision of Services without penalty until such non-compliance is remedied.

GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its internal conflict of laws statutes

and rulings. The Parties agree that the proper venue for any litigation arising out of this Agreement shall be the appropriate federal or state court sitting in Yuba County, California.

NOTICES. All notices given under this Agreement must be in writing and personally delivered, or mailed first class, or sent by FAX to the addresses specified below, or to such other addresses as either Party may provide to the other by written notice from time to time. Mailed notices are effective three (3) business days after being mailed; notice by personal delivery, courier, or FAX is effective when received.

To YCSO:

Attn: _____
Fax: _____

To TPH: TouchPay Holdings, LLC
7801 Mesquite Bend Drive, Suite 101
Irving, Texas 75063
Attn: Daniel B. Burgess
Fax: 972-506-8783

COMPLAINTS. TPH shall be responsible for responding to and resolving all claims, inquiries, or complaints arising out of the acceptance and remittance of payments. YCSO shall be responsible for resolving any and all claims, inquiries, or complaints arising out of the application of payments to accounts. The Parties agree to cooperate with each other in resolving complaints.

REPRESENTATIONS AND WARRANTIES. YCSO and TPH each warrant and represent that entering into this Agreement is not a breach of any other agreement and the Party signing below has all necessary authority to execute this Agreement.

FORCE MAJEURE. Neither Party hereto shall be in default of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by war, insurrection, fire, flood, riot, acts of terrorism, strikes, acts of God, telecommunications failures or errors, systematic internet failure, including by not limited to interruptions by service providers, or any similar event or circumstance not caused, in whole or in part, by such Party, and which is beyond the reasonable control of such Party.

COUNTERPARTS. This Agreement may be executed in multiple counterparts which may be combined to form one final binding agreement.

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

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This Agreement, including Exhibits A, B, C D, and E, constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior negotiations, agreements, and understandings with respect thereto. This Agreement may be amended only by a writing duly executed by both Parties.

EXECUTED TO BE EFFECTIVE AS OF _____, 20__ ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement, including the Exhibits hereto, by their respective, duly authorized representatives as of the Effective Date.

TOUCHPAY HOLDINGS, LLC

[Name of YCSO]

BY: Daniel B Burgess

BY: _____

NAME: Daniel B Burgess

NAME: _____

TITLE: Vice President

TITLE: _____

DATE: 3/28/2017

DATE: _____

INSURANCE PROVISIONS APPROVED:

Jill Abel
Jill Abel,
Human Resources Director and Risk Manager

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

BY: Courtney C. H.

EXHIBIT A

Scope of Work

TPH will provide an agreed number of premise-based proprietary Deposit and Intake Kiosks (collectively, the "Kiosk"), Interactive Voice Response System ("IVR"), and an on-line Web Payment Portal ("Web") for the processing of certain payment-related services, as set forth herein, which will enable TPH to accept payments from Senders for the purpose of transferring payments from such Sender to YCSO.

PROVISIONS OF PAYMENT-RELATED SERVICES

1. **Systems Interface.** TPH and YCSO (or through their banking system provider, Aramark) will establish a systems interface that allows for processing of payments directly between the proprietary systems of YCSO and TPH. YCSO, and TPH shall each bear their own costs to affect the systems interface and confidentiality provisions contained in this Agreement shall apply.
2. **Instructions to Sender(s).** YCSO and TPH will instruct Sender(s) to provide TPH with the following:
a) the inmate's name b) inmate number to which payment is to be credited and c) the sender's full name, address and phone number.
3. **Payment Types and Business Rules.** YCSO will provide TPH a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. TPH will use its default parameters unless YCSO specifies unique requirements.
4. **Kiosk.** Prior to the installation of any hardware that may be necessary for Services, YCSO shall provide TPH with information regarding the location on YCSO's premises where the Kiosk shall be located. YCSO shall prepare the site for the Kiosk, according to TPH's reasonable instructions. Power and Internet connections are YCSO's sole responsibility. TPH will be responsible for all on going cash management and repair of Kiosks.
5. **Promotion.** TPH and YCSO shall work together to promote the TPH service. YCSO agrees to make its Senders aware of the TPH product through its website and other mutually agreeable means of advertising. TPH will be allowed to distribute marketing material and promotional material to YCSO as well as provide a reference link from YCSO's website to the URL designated by TPH for the sole purpose of promoting the Services.
6. **Title.** Title to all hardware provided by TPH for the purpose of providing the Services shall remain solely that of TPH. Within 30 days of the termination of this Agreement or within 30 days of receiving notice from YCSO of a termination of this agreement, TPH shall, at its own expense, remove all of its hardware from YCSO's premises, including the Kiosk.
7. **Risk of Loss.** TPH shall bear all risk of loss or damage to the hardware. YCSO shall not be liable for any loss or damage to the hardware. TPH shall repair or replace any defective hardware upon notice of such failure to TPH at the phone number or address designated for notice in the Agreement.
8. **Reporting.** TPH will provide YCSO with online access to transaction information relating to the Facility. To the extent such information is provided through password protected access, YCSO agrees to keep all user and password information confidential and protect against unauthorized use. YCSO will indemnify and hold TPH harmless from any lawsuits, claims or other damages resulting from unauthorized use of transaction information that results in whole or in part from the acts or omissions of employees, agents or contractors of YCSO. TPH will indemnify and hold YCSO and the County of Yuba, its elected and appointed councils, boards, commissions, officers, and agents harmless from any

and all lawsuits, claims or other damages resulting from unauthorized use of transaction information that results in whole or in part from the acts or omissions of employees, agents or contractors of TPH.

9. Money Transmitter Laws. YCSO agrees to the following procedures:

- a. For transaction greater than \$3,000 (\$1,000 in AZ) – TPH will collect information or have Sender fill out the information included in the Large Dollar Transaction Form. No transactions will be accepted unless the information is collected.
- b. For transaction greater than \$10,000 – TPH is required to obtain a signed CTR (Currency Transaction Report) from the Sender. No transactions will be accepted unless the signed CTR is received.
- c. If TPH encounters suspicious activity, YCSO agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).

10. Overpayments/Underpayments. TPH will transmit all payments made through a Kiosk (net of TPH fees) and will not be responsible for collecting any underpayments or refunding any overpayments. YCSO shall be solely responsible for collecting any underpayments or refunding any overpayments.

EXHIBIT B

Transaction Pricing to YCSO

This Exhibit provides for the pricing terms under which TPH will provide a certain Payment and other related Services to the Senders and YCSO. TPH shall charge and the Sender shall compensate TPH for all services as provided herein under the below fee structure.

Pricing Structure: YCSO understands and acknowledges that TPH will charge the Sender a fee for the following order types as follows:

1. Intake/Booking: TPH will install an Intake Kiosk for the purpose of accepting currency, both cash and coinage, in the intake/booking department for taking of the Inmate Property. Additionally this kiosk shall be available for use by the inmate to add additional funds to their Inmate Trust Account or Commissary Account.

- For each intake/booking transaction of Inmate Property, TPH will charge the Sender/Inmate a fee of \$3.00 or as follows: For YCSO, as long as YCSO agrees not to accept cash at the cashiering windows, or Cashier Checks or Money Orders through cashiering window or mail for Trust/Commissary deposits, the intake Transaction Fee is provided at **NO COST**.
- For each additional Trust Fund deposit, not including currency that is deemed Inmate Property, at the Intake Kiosk, TPH will charge, for each credit card/debit card transaction, the Sender/Inmate the Fee as listed in Section 2 below.
- **(Optional)** Voice Alert Messaging services can be added to the Intake Kiosk for Senders/Inmates to send one or more predetermined voice messages to specified phone numbers. For each message, TPH will charge a fee of [\$3.00] per message. Fees will either be deducted from Intake Property transaction deposit proceeds or by a credit card provided by the Sender/Inmate. [The YCSO will receive a revenue share equal to [\$1.00]].

2. Trust/Commissary: For cash, credit/debit card and ACH transactions for Trust/Commissary deposits, TPH will charge the Sender a base fee as follows:

Deposit Amount	Lobby Kiosks (Base Cash)	Telephone (IVR)	Web/Kiosk Countertop Terminal
0 - \$20.00	\$2.95	\$3.95	\$3.95
\$20.01 - \$50.00	\$3.95	\$4.95	\$4.95
\$50.01-\$100.00	\$4.95	\$5.95	\$5.95
\$100.01 - \$200.00	\$5.95	\$6.95	\$6.95

- For each credit/debit card transaction, TPH will charge the Sender the base fee as listed above plus 3.5% of the face amount of each transaction.
- **(Optional)** Canned Messaging services can be added to the Lobby Kiosk for Senders to send a predetermined text message to a specified Inmate in conjunction with a deposit to that Inmate. The message will be delivered to the Inmate with the notification receipt of the deposit. For each message, TPH will charge a fee of [\$3.00]. Fees will be deducted from the transaction deposit amount going to the Inmate. [The YCSO will receive a revenue share equal to [\$1.00]].

3.Self Release (Bail): For cash, credit/debit card and ACH transactions for Self Release (Bail) Deposits, TPH will charge the Sender a base fee as follows:

Deposit Amount	Lobby Kiosks (cash)	Lobby Kiosks (card)	Telephone (IVR), Web or Countertop Terminal
\$0.00 to \$100.00	\$6.00	\$6.00	\$6.00
\$100.01 to \$9,900.00	Additional \$6.00 per \$100.00 Deposited	Additional \$6.00 per \$100.00 Deposited	Additional \$6.00 per \$100.00 Deposited

- For each credit/debit card transaction, TPH will charge the Sender the base fee as listed above plus 8.5% of the face amount of each transaction.

Price Revisions: The fees charged to Senders will be reviewed on an annual basis to determine market based competitiveness and will be subject to change at TPH's sole discretion. No price increase shall take place without written notice and consultation with YCSO at least 30 days prior to the intended rate increase.

EXHIBIT C

Guaranteed Payment Policy

Services: TPH provides credit card, debit card, and cash payments from individuals who wish to make payments for services provided by YCSO.

Policy: When an individual makes a payment transaction using credit card, debit card, or cash payment into the TPH payment system, TPH will authorize or decline the transaction. Upon authorization TPH makes these funds available to the appropriate account in real time. These funds are immediately available for use by the recipient. TPH will **guarantee** the delivery of all funds to the institution, facility or service provider on all authorized transactions within 48 hours.

Purpose: TPH provides this payment **guarantee** for the benefit of an automated real time solution for our customers to facilitate the convenient, immediate use of these funds in order to provide better service. TPH can only accomplish our guarantee with a stringent control system and adherence to strict account oversight to enable a means to recover fraudulent transactions and the collection of bad debt. Thus, TPH will require some cooperation from YCSO in our collection and recovery procedures.

Collection & Recovery Process: TPH will use the following collection processes:

Upon receiving a charge back from the financial institution, TPH will:

1. Contact YCSO to advise them of the charge back.
2. At TPH's discretion, block the account.
3. Recover any existing balance of funds that are in the account up to the charge back amount.
4. At TPH's discretion, only accept new funds into the account if depositor acknowledges that new funds will be first be used to pay off the delinquent account.
5. Use all remedies at our disposal to pursue collection of fraudulent transactions directly from the depositor.
6. If the charge back is deemed non-reversible and uncollectable, YCSO may be required to have the disputed amount returned directly to TPH.

Additionally, TPH has predicated our guarantee on the YCSO or the service provider agreeing to the following requirements:

1. YCSO providing cooperation in the TPH collection procedures to recover fraudulent transactions and bad debt including but not limited to providing account information, account balances and when appropriate assisting in pursuing and prosecuting fraudulent transactions.
2. To mitigate reoccurring fraudulent activities, on an account by account basis, TPH reserves the right to limit the number of deposits into any one specific account, provide a maximum deposit limit or ceiling for a single transaction, or restrict the number of payments from any one payment account, method or card.

EXHIBIT D
ADDITIONAL PARTIES

TPH and YCSO agree that one or more other agencies of [] or surrounding Counties, may adopt this Master Services Agreement as a separate agreement between TPH and such other agency by executing an adoption agreement containing separate Exhibits A and B. **Under no circumstances shall YCSO be responsible for the obligations of any other agency adopting this Master Services Agreement.**

Exhibit E – Insurance Provisions

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(Not required if TPH provides written verification it has no employees)

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

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

Other Insurance Provisions

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

Additional Insured Status

YCSO, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of TPH; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of TPH including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the TPH's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



SUTTER-YUBA BEHAVIORAL HEALTH

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



Tony Hobson, Ph.D.
Assistant Director of Health and Human Services
Director of Behavioral Health

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

STAFF REPORT

DATE: May 23, 2017

TO: Yuba County Board of Supervisors

FROM: Tony Hobson, Ph.D., Assistant Director Health and Human Services for Behavioral Health

SUBJECT: Approval of a Resolution Authorizing Application for, and Receipt of, No Place Like Home Program Technical Assistance Grant Funds

Recommendation: It is recommended that the Board of Supervisors approve a Resolution Authorizing Application for, and Receipt of, No Place Like Home (NPLH) Program Technical Assistance Grant Funds. The Assistant Director for Health and Human Services for Behavioral Health supports this request.

Background & Discussion: The proposed Resolution is a threshold application requirement for the No Place Like Home Technical Assistance Grant Funds Program.

On July 1, 2016, Governor Brown signed legislation enacting the NPLH Program to dedicate \$2 billion in bond proceeds for the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, are chronically homeless, or are at-risk of chronic homelessness. Welfare and Institutions Code Section 5849.10 appropriates \$6.2 million from the Mental Health Services Fund to provide technical assistance to counties related to the NPLH Program.

Upon submission of an application to and approval by the Department of Housing and Community Development, NPLM Technical Assistance Grants in the amount of \$75,000 will be awarded to Sutter County to fund eligible activities that support the planning, design and implementation of permanent supportive housing and the accompanying supportive services for individuals who suffer from serious mental illness and meet NPLH homelessness guidelines.

Past Consideration of the Board: This item has not been considered by the Board previously.

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

Adult Outpatient Services: 822-7200
Wellness & Recovery: 822-7200
Forensic Services: 822-7200

TTY-CRS 800-735-2929
Psychiatric Emergency Services: 673-8255
Psychiatric Health Facility: 822-7209
Substance Use Disorder Services: 822-7200

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

Alternatives: The Board could decide not to approve the Resolution and thus not obtain the Technical Assistance Grants to help with the planning and design of a permanent supportive housing plan. This alternative is not recommended.

Other Department or Agency Involvement: There are no other departments or agencies involved with this item.

Action Following Approval: None

Fiscal Impact: This agreement has no impact on the County General Fund.

Standing Committee Review: There are no other departments or agencies involved with this item.

Attachments or Document Enclosures:

Resolution

<P:\MH Contracts\2017 CONTRACTS\Staff Reports\HC\Resolution in Support of NPLH Sutter HC.doc>

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF YUBA, STATE OF CALIFORNIA

RESOLUTION OF THE BOARD OF)
SUPERVISORS AUTHORIZING APPLICATION)
FOR, AND RECEIPT OF, NO PLACE LIKE)
HOME TECHNICAL ASSISTANCE GRANT)
FUNDS)

RESOLUTION NO. _____

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated April 10, 2017 (NOFA), for its No Place Like Home (NPLH) Program Technical Assistance Grants; and

WHEREAS, the County of Yuba desires to submit a project application for the NPLH Program and will submit a 2017 Technical Assistance Grant Application as described in the NPLH Program Technical Assistance Grants NOFA and NPLH Program Technical Assistance Grant Guidelines released by the Department for the NPLH Program; and

WHEREAS, the Department is authorized to provide up to \$6.2 million from the Mental Health Services Act Fund for technical assistance and application preparation assistance to Counties (as described in Welfare and Institutions Code §5849.10) related to the NPLH Program.

NOW, THEREFORE, THE COUNTY OF YUBA RESOLVES AS FOLLOWS:

- SECTION 1. The County is hereby authorized and directed to apply for and submit to the Department the 2017 NPLH Program Technical Assistance Grant Application released April 10, 2017 in the amount of \$75,000.
- SECTION 2. In connection with the NPLH Program Technical Assistance Grant, if the application is approved by the Department, the County is authorized to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) for the amount of \$75,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the NPLH Program Technical Assistance Grant, the County's obligations related thereto, and all amendments thereto (collectively, the "NPLH Technical Assistance Grant Documents").
- SECTION 3. The County shall be subject to the terms and conditions as specified in the Standard, the NPLH Program Technical Assistance Guidelines, the NPLH statute (Welfare and Institutions Code §5849.1 et. Seq.), and any applicable NPLH Program guidelines published by the Department. Funds are to be used for allowable project expenditures as *Department of Housing and Community Development -4- NPLH Program TA NOFA, April 10, 2017* specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The County hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the NPLH Program Technical Assistance Grant NOFA, the NPLH Program Technical Assistance Guidelines, and 2017 NPLH Program Technical Assistance Grant Application.
- SECTION 4. The County Executive or designee is authorized and directed to execute the County of Yuba NPLH Program Technical Assistance Grant Application, the NPLH Program Technical Assistance Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the NPLH Program Technical Assistance Grant.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, this 23rd day of May 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

ATTEST:

Clerk, Board of Supervisors

By_____

THE COUNTY OF YUBA
BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

NATIONAL NURSES WEEK
MAY 6-12, 2017

WHEREAS, the nearly 3.1 million nurses in the United States comprise our nation's largest health care profession, the depth and breadth of the nursing profession meets the different and emerging health care needs of the American population in a wide range of settings; and

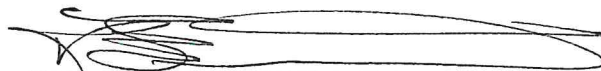
WHEREAS, professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospitalized and home health patients and greater numbers of qualified nurses will be needed in the future to meet the increasingly complex needs of health care consumers in our community; and

WHEREAS, the cost-effective, safe and quality health care services provided by nurses will be an ever more important component of the U.S. health care delivery system in the future. The American Nurses Association has declared the week of May 6-12, 2017 as **National Nurses' Week**; and

WHEREAS, Rideout Health is celebrating National Nurses Week, **NURSING: *The Balance of mind, Body & Spirit***, with our more than 500 Registered Nurses and 400 nursing support staff, serving Rideout Regional Medical Center and Rideout Cancer Center in Yuba County.

NOW, THEREFORE BE IT PROCLAIMED the Yuba County Board of Supervisors hereby declares May 6 – 12, 2017 National Nurses week and urges all residents to celebrate nursing's accomplishments and efforts to improve our health care system, and show our appreciation not just during this week, but at every opportunity throughout the year.




CHAIRMAN


CLERK OF THE BOARD OF SUPERVISORS

The County of Yuba

Clerk of the Board of Supervisors



TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Donna Stottlemeyer

SUBJECT: Plumas Lake Specific Plan Design Review Committee Appointments

DATE: May 23, 2017

NUMBER: 183/2017

Recommendation: Appoint two individuals to serve as Resident Representatives on the Plumas Lake Specific Plan Design Review Committee with terms ending May 23, 2019.

Background: The Local Appointment List of all Boards/Commissions/Committees is continually posted and updated regularly indicating vacancies, appointees, terms of office, qualifications and meeting information.

Discussion: There are currently two Technical Representative vacancies. One has been vacant since May 2015, and the other due to the expiration of Mr. Patrick Osborne's term on May 10, 2017.

We have received applications from Denise Matney, Kimberley Leverett and Terri Lindsey, which are attached for your review. Planning Manager Kevin Perkins has reviewed applications advising they meet the qualifications for resident representatives.

As noted in Yuba County Ordinance Code 4.35.050 section 3, the Board can make appointments of any person deemed qualified or interested, in the event of insufficient candidates to serve as a Technical Representative.

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

Fiscal Impact: None

Committee Action: None

Attachments

183-2017 - Plumas Lake Specific Plan Design Review Applications.

The County of Yuba

RECEIVED

APR 05 2017

Clerk/Board of Supervisors



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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: PLUMAS LAKE DESIGN REVIEW COMMITTEE

APPLICANT NAME: DENISE MATNEY

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

PHYSICAL ADDRESS
(Street, City, Zip):

PLUMAS LAKE, CA 95961

TELEPHONE:

HOME:

W

EMAIL ADDRESS:

OCCUPATION/PROFESSION:

Retired

SUPERVISOR/DISTRICT
NUMBER: 4

GARY BRADFORD

REASONS YOU WISH TO

SERVE ON THIS BODY:

TO CONTRIBUTE TO THE COMMUNITY

QUALIFICATIONS:

Experience in project management and business analysis
with AT+T; desire to maintain quality of life in Pl. Lake.

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

none

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

DATE

4/2/17

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

RECEIVED

APR 03 2017

Clerk/Board of Supervisors



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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Plumas Lake Design Review Committee

APPLICANT NAME: Kimberley Leverett

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

Plumas Lake, CA 95961

PHYSICAL ADDRESS
(Street, City, Zip):

Plumas Lake, CA 95961

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION: Special Education Para Educator/ Formally comptroller/manager for residential/commercial construction company.
SUPERVISOR/ DISTRICT
NUMBER:

REASONS YOU WISH TO

Volunteering to make your community a better place is the best way to ensure that you and your neighbors live in an
esthetically pleasing community that is thoughtfully planned.

SERVE ON THIS BODY:

QUALIFICATIONS: I have worked in all aspects of construction office managment and having a family of contractors I am familiar with building practices.

While my contribution to the committee would be as a resident, I can read a set of plans and know building terms.

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

Hardie Lane Expansion Plan Committee Member, City of Fernley, NV, Non Profit Board Member familiar with
Parliamentary Procedure and Open Meeting Law.

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

3/21/2017

DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

RECEIVED

MAR 31 2017



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

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Plumas Lake Design Review Committee

APPLICANT NAME: Terri Lindsey

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

[REDACTED] Plumas Lake 95961

PHYSICAL ADDRESS
(Street, City, Zip):

[REDACTED] Plumas Lake 95961

TELEPHONE:

HOME:

[REDACTED]

WORK:

[REDACTED]

EMAIL ADDRESS:

[REDACTED]

OCCUPATION/PROFESSION: Realtor

SUPERVISOR/ DISTRICT Gary Bradford
NUMBER:

REASONS YOU WISH TO

SERVE ON THIS BODY:

As a long time resident and love living here I would like to contribute however I can.

QUALIFICATIONS:

Realtor Since 1999

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

None

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.

Terri Lindsey
SIGNATURE

3-30-2017
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba



TO: Board of Supervisors

FROM: Kevin Mallen, CDSA Director

SUBJECT: 11:00 am Community Development and Services Agency: Adopt resolution authorizing the issuance of special tax bonds for Community Facilities District (CFD) No. 2005-1

DATE: May 23, 2017

NUMBER: 207/2017

Recommendation

Adopt resolution authorizing the issuance of special tax bonds for Community Facilities District (CFD) No. 2005-1

Background / Discussion

The Board of Supervisors formed Community Facilities District (CFD) No. 2005-1 in order to finance certain public improvements associated with the Orchard and Montrose subdivisions in the Linda area (immediately east of the Edgewater subdivision). While the CFD was formed in 2005, it was not until February of 2015 that bonds were in order to repay the Developer (John Mourier Construction Inc.) for a portion of the costs they had incurred constructing public improvements associated with their Orchard subdivision.

Since the bond issuance, the Developer was able to obtain County approval to revise the Orchard subdivision map with smaller lots on the remaining undeveloped lots creating an additional 48 lots within the subdivision. With the additional lots within the Developer's portion of the CFD, referred to as Improvement Area A, there is now additional capacity for the lots within the Improvement Area A to cover a greater portion of the costs associated with the public improvements that were authorized in 2005. The proposal is to issue a second set of bonds within Improvement Area A of the CFD that will be subordinate to the bonds issued in 2015. The maximum amount paid annually by each lot within Improvement Area A to repay both bonds will not increase above what is currently paid for the 2015 bonds. However, with the additional lots there is capacity to pay the debt on both bond issuances.

Committee Action:

This item is being presented directly to the full Board for consideration.

Fiscal Impact:

None, all County costs associated with this item are covered thru the bond issuance process.

Attachments

207/2017 Resolution authorizing bond issuance CFD 2005-1

207/2017 Fiscal Agent Agreement

207/2017 Supplement No. 1 to Fiscal Agent Agreement

207/2017 Supplement No. 3 to Acquisition Agreement

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

In Re:

**RESOLUTION AUTHORIZING THE ISSUANCE OF)
SPECIAL TAX BONDS OF THE COUNTY FOR THE)
COUNTY OF YUBA COMMUNITY FACILITIES)
DISTRICT NO. 2005-1 (ORCHARD/MONTROSE)
PUBLIC IMPROVEMENTS) RELATED TO)
IMPROVEMENT AREA A OF THE DISTRICT,)
APPROVING AND DIRECTING THE EXECUTION)
OF A FISCAL AGENT AGREEMENT AND)
APPROVING OTHER RELATED DOCUMENTS AND)
ACTIONS)**

Resolution No. _____

WHEREAS, the Board of Supervisors has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Law") to form the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by the special taxes the proceeds of which are to be used to finance certain public improvements (the "Facilities"), all as described in Resolution No. 2005-271 entitled "Resolution of Formation of County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), Authorizing the Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District, and Submitting Levy of the Special Tax and the Establishment of the Appropriations Limit to the Qualified Electors of the District" and Resolution No. 2005-272 entitled "Resolution Determining the Necessity to Incur Bonded Indebtedness Within County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) and Submitting Proposition to the Qualified Electors of the District," which Resolutions were adopted by the Board of Supervisors on November 8, 2005; and

WHEREAS, pursuant to said Resolutions, an election was held within the District on November 9, 2005 and the then qualified electors approved the propositions of the incurrence of the bonded debt, the establishment of the appropriations limit and the levy of the special tax by more than two-thirds of the votes cast at said special election; and

WHEREAS, on August 28, 2007, the Board of Supervisors adopted Resolution No. 2007-120 entitled "Resolution Designating Improvement Areas Within the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), and of Consideration to Alter the Rate and Method of Apportionment of Special Taxes, the Bonded Indebtedness Limits and the Appropriations Limits for Such Areas," designating three improvement areas within the District, as authorized by Section 53350 of the Law, including an Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "Improvement Area"), and otherwise

commencing proceedings (the “Alteration Proceedings”) to alter the rate and method of apportionment of special taxes for each of the three improvement areas and to establish a bonded indebtedness limit and an annual appropriations limit for each of the three improvement areas; and

WHEREAS, pursuant to the Alteration Proceedings, an election was held within each of the three improvement areas of the District on January 7, 2008, at which the then qualified electors of the District, and of each of the improvement areas, approved the revised rate and method of apportionment of special taxes, the bonded indebtedness limit and the appropriations limit for each of the three improvement areas; and

WHEREAS, on October 7, 2014, the Board of Supervisors adopted Resolution No. 2014-97 directing that the maximum special tax that may be levied under the rate and method of apportionment of special taxes for the Improvement Area on single family residential property be reduced to \$825 per residential unit per year, determining that the first levy of special taxes on property in the Improvement Area shall be for fiscal year 2015-16, and clarifying that no special taxes may be levied in the Improvement Area after fiscal year 2040-41; and

WHEREAS, on October 28, 2014, the Board of Supervisors adopted Resolution No. 2014-105 authorizing the issuance by the County, for and on behalf of the District, of the County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard), 2015 Special Tax Bonds (the “2015 Bonds”), and, on February 19, 2015, the County issued, for and on behalf of the District, \$2,115,000 initial principal amount of the 2015 Bonds pursuant to a Fiscal Agent Agreement, dated as of February 1, 2015 (the “2015 Fiscal Agent Agreement”), between the County, for and on behalf of the District, and U.S. Bank National Association, as fiscal agent (the “2015 Fiscal Agent”); and

WHEREAS, proceeds of the 2015 Bonds were used to acquire various public improvements authorized to be funded for the Improvement Area (the “Improvements”) pursuant to an Acquisition Agreement, dated as of April 1, 2008, between John Mourier Construction Inc. (the “Developer”) and the County (as amended by the Supplement No. 1 to Acquisition Agreement, dated as of December 30, 2013, and by the Supplement No. 2 to Acquisition Agreement, dated as of October 7, 2014, each between the County and the Developer, the “Acquisition Agreement”); and

WHEREAS, following the issuance of the 2015 Bonds, the Developer was able to obtain land use approval for the development of an additional 48 lots within the Improvement Area, which lots are subject to the levy of special taxes for the Improvement Area (the “Special Taxes”); and

WHEREAS, in light of the additional Special Taxes that will arise by reason of the development of the additional lots, the County has determined that additional special tax bonds may be issued for the Improvement Area the proceeds of which may be used to pay for costs of the Improvements not funded with proceeds of the 2015 Bonds; and

WHEREAS, there have been submitted to this Board of Supervisors for its approval (a) a Fiscal Agent Agreement (the “Fiscal Agent Agreement”) providing for the issuance of the 2017 Bonds (as defined in Section 1 below) to be repaid from Special Taxes to be levied on property in the Improvement Area, and providing for the use of the proceeds of the 2017 Bonds to finance costs of the Improvements, (b) a Supplemental Agreement No. 1 to Fiscal Agent Agreement (the “First Supplement to 2015 Fiscal Agent Agreement”) amending the 2015 Fiscal Agent Agreement as necessary to accommodate the issuance of the 2017 Bonds and their repayment with the Special Taxes, and (c) a Supplement No. 3 to Acquisition Agreement (the “Acquisition Agreement Supplement”) amending the Acquisition Agreement, and the Board of Supervisors, with the aid of County staff, has reviewed the Fiscal Agent Agreement, the First Supplement to 2015 Fiscal Agent Agreement, and the Acquisition Agreement Supplement and has found them to be in proper order; and

WHEREAS, the Board of Supervisors now desires to authorize the issuance and sale of the 2017 Bonds, and to approve the Fiscal Agent Agreement, the First Supplement to 2015 Fiscal Agent Agreement, and the Acquisition Agreement Supplement and to authorize their execution and delivery.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows:

Section 1. Pursuant to the Law, this Resolution and the Fiscal Agent Agreement, special tax bonds of the County of Yuba (the "County") for the District (the "2017 Bonds"), in an aggregate principal amount not to exceed \$500,000, are hereby authorized to be issued, such bonds to be designated the "County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard) 2017 Subordinate Special Tax Bonds." The 2017 Bonds shall be payable from Special Taxes levied on property in the Improvement Area on a basis fully subordinate to the payment of the 2015 Bonds and the payment of other amounts due under the 2015 Fiscal Agent Agreement, and shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement. The maximum true interest cost of the 2017 Bonds shall not exceed 5.25%, with the actual interest rate to be determined by the County Treasurer and Tax Collector, upon consultation with the County's Municipal Advisor for the 2017 Bonds, and to be as set forth in the Fiscal Agent Agreement, as executed and delivered by the County.

The Board of Supervisors hereby finds and determines that, based on the assessed values of the parcels in the Improvement Area, the 2017 Bonds have in excess of a value to lien ratio of four to one, as required by the County's Land Secured Financing Policies, adopted by the Board of Supervisors on April 20, 2004 (the "Local Goals and Policies"). The Board of Supervisors finds that the 2017 Bonds, when issued pursuant to the Fiscal Agent Agreement, will be in accordance with the Local Goals and Policies, and will otherwise be in compliance with the County's revised Debt Management Policy, adopted by the Board of Supervisors on May 23, 2017. The Board of Supervisors further finds that the sale of the 2017 Bonds at negotiated sale will result in a lower overall cost.

Section 2. The Fiscal Agent Agreement, in the form presented to the Board of Supervisors at this meeting, is hereby approved. The County Administrator, the County Treasurer and Tax Collector and the Chair of the Board of Supervisors (each an "Authorized Officer"), each acting alone, are hereby authorized to execute and deliver the Fiscal Agent Agreement in said form, with such additions thereto or changes therein as are deemed necessary by the County Administrator, upon consultation with County Counsel and Bond Counsel, the approval of any such additions or changes shall be conclusively evidenced by the execution and delivery of the Fiscal Agent Agreement by an Authorized Officer. In any event, the date, manner of payment, interest rate, interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the 2017 Bonds shall be as provided in the Fiscal Agent Agreement as finally executed.

Section 3. The 2017 Bonds, when executed, shall be delivered to the Fiscal Agent (as defined in the Fiscal Agent Agreement) for authentication. The Fiscal Agent is hereby requested and directed to authenticate the 2017 Bonds by executing the Fiscal Agent's certificate of authentication and registration appearing thereon, and to deliver the 2017 Bonds, when duly executed and authenticated, to Mourier Land Investment Corporation (the "Purchaser"), in accordance with written instructions executed on behalf of the County by the County Administrator or the County Treasurer and Tax Collector, which instructions each such officer is hereby authorized, for and in the name and on behalf of the County, to execute and deliver to the Fiscal Agent. Such instructions shall provide for the delivery of the 2017 Bonds to the Purchaser upon payment of the purchase price therefore, which purchase price shall be an amount equal to the initial principal amount of the 2017 Bonds or set forth in the Fiscal Agent Agreement as executed.

Section 4. The First Supplement to 2015 Fiscal Agent Agreement, in the form presented to the Board of Supervisors at this meeting, is hereby approved. The Authorized Officers, each acting alone, are hereby authorized, for and in the name of and on behalf of the County, to execute and deliver the First Supplement to 2015 Fiscal Agent Agreement in said form, with such additions thereto or changes therein as are deemed necessary, desirable or appropriate by the County Administrator upon consultation with County Counsel and Bond Counsel, the approval of such changes to be conclusively evidenced by the execution and delivery by an Authorized Officer of the First Supplement to 2015 Fiscal Agent Agreement.

The Board hereby determines that the First Supplement to 2015 Fiscal Agent Agreement, and the amendments and supplements to the 2015 Fiscal Agent Agreement set forth therein, does not and do not adversely affect the 2015 Bonds in any material respect, and the First Supplement to 2015 Fiscal Agent Agreement is authorized by clause (B) of the second paragraph of Section 8.01 of the 2015 Fiscal Agent Agreement. The 2015 Fiscal Agent is hereby requested to enter into the First Supplement to 2015 Fiscal Agent Agreement.

Section 5. The Acquisition Agreement Supplement, in the form presented to the Board of Supervisors at this meeting, is hereby approved. The Authorized Officers, each acting alone, are hereby authorized, for and in the name of and on behalf of the County, to execute and deliver the Acquisition Agreement Supplement in said form, with such additions thereto or changes therein as are deemed necessary, desirable or appropriate by the County Administrator upon consultation with County Counsel and Bond Counsel, the approval of such changes to be conclusively evidenced by the execution and delivery by an Authorized Officer of the Acquisition Agreement Supplement.

Section 6. The firm of Fieldman, Rolapp & Associates is hereby designated as Municipal Advisor to the County with respect to the 2017 Bonds and the firm of Quint & Thimmig LLP is hereby designated as Bond Counsel to the County with respect to the 2017 Bonds. The County Administrator is hereby authorized to enter into agreements with said firms for their services with respect to the 2017 Bonds, provided that such agreements are in a form acceptable to the County Administrator and payment of the fees and expenses of each of the firms is provided for with proceeds of the 2017 Bonds.

Section 7. All actions heretofore taken by the officers and agents of the County with respect to the establishment of the District, the designation of the Improvement Area, the issuance of the 2015 Bonds, the execution and delivery of the 2015 Fiscal Agent Agreement and the Acquisition Agreement, and the sale and issuance of the 2017 Bonds are hereby approved, confirmed and ratified, and the proper officers of the County are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2017 Bonds in accordance with this Resolution, and any certificate, agreement, and other document described in the documents herein approved. Whenever in this Resolution any officer of the County is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

Section 8. This Resolution shall take effect upon its adoption.

* * * * *

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the 23rd day of May, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

COUNTY OF YUBA

By: _____
Randy Fletcher,
Chair, Board of Supervisors

ATTEST:

By: _____
Donna Stottlemeyer,
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: Courtney C. Abril
Courtney Abril,
Interim Yuba County Counsel

25002.13:J14640
4/27/17

FISCAL AGENT AGREEMENT

by and between the

COUNTY OF YUBA, CALIFORNIA

and

**U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent**

dated as of June 1, 2017

relating to:

\$ _____

**County of Yuba
Community Facilities District No. 2005-1
(Improvement Area A – The Orchard),
2017 Subordinate Special Tax Bonds**

TABLE OF CONTENTS

ARTICLE I	
STATUTORY AUTHORITY AND DEFINITIONS	
Section 1.01.	Authority for this Agreement3
Section 1.02.	Agreement for Benefit of Owners of the Bonds3
Section 1.03.	Definitions.....3
ARTICLE II	
THE BONDS	
Section 2.01.	Principal Amount; Designation6
Section 2.02.	Terms of the Bonds6
Section 2.03.	Redemption.....7
Section 2.04.	Form of Bonds9
Section 2.05.	Execution of Bonds9
Section 2.06.	Transfer of Bonds9
Section 2.07.	No Exchange of Bonds10
Section 2.07.	Bond Register.....10
Section 2.08.	Bonds Mutilated, Lost, Destroyed or Stolen10
Section 2.09.	Limited Obligation.....11
Section 2.10.	No Acceleration.....11
ARTICLE III	
ISSUANCE OF BONDS	
Section 3.01.	Issuance and Delivery of Bonds.....12
Section 3.02.	Pledge of Special Tax Revenues.....12
Section 3.03.	Validity of Bonds.....12
ARTICLE IV	
BOND FUND	
Section 4.01.	Deposits of Bond Proceeds13
Section 4.02.	Bond Fund.....13
Section 4.03.	Costs of Issuance Fund.....14
ARTICLE V	
OTHER COVENANTS OF THE COUNTY	
Section 5.01.	Punctual Payment16
Section 5.02.	Limited Obligation.....16
Section 5.03.	Extension of Time for Payment.....16
Section 5.04.	Against Encumbrances.....16
Section 5.05.	Books and Records.....16
Section 5.06.	Protection of Security and Rights of Owner16
Section 5.07.	Collection of Special Tax Revenues.....17
Section 5.08.	Covenant to Foreclose17
Section 5.09.	Further Assurances18
Section 5.10.	Private Activity Bond Limitations.....18
Section 5.11.	Federal Guarantee Prohibition.....18
Section 5.12.	Rebate Requirement18
Section 5.13.	No Arbitrage.....18
Section 5.14.	Yield of the Bonds18
Section 5.15.	Maintenance of Tax-Exemption18
Section 5.16.	Reduction of Special Taxes18
Section 5.17.	Limits on Special Tax Waivers and Bond Tenders.....19
Section 5.18.	County Bid of Foreclosure Sale.....19
Section 5.19.	Subordination of Special Taxes to Senior Bonds19
ARTICLE VI	
INVESTMENTS, DISPOSITION OF INVESTMENT PROCEEDS, LIABILITY OF THE COUNTY	
Section 6.01.	Deposit and Investment of Moneys in Funds.....21
Section 6.02.	Limited Obligation.....22
Section 6.03.	Liability of County.....22
Section 6.04.	Employment of Agents by County.....22

ARTICLE VII
THE FISCAL AGENT

Section 7.01.	Appointment of Fiscal Agent	24
Section 7.02.	Liability of Fiscal Agent	25
Section 7.03.	Information	26
Section 7.04.	Notice to Fiscal Agent	26
Section 7.05.	Compensation, Indemnification	27

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01.	Amendments Permitted	28
Section 8.02.	Effect of Supplemental Agreement	28
Section 8.03.	Endorsement or Replacement of Bonds Issued After Amendments.....	28

ARTICLE IX
MISCELLANEOUS

Section 9.01.	Benefits of Agreement Limited to Parties.....	30
Section 9.02.	Successor is Deemed Included in All References to Predecessor	30
Section 9.03.	Discharge of Agreement	30
Section 9.04.	Execution of Documents and Proof of Ownership by Owner.....	31
Section 9.05.	Waiver of Personal Liability	31
Section 9.06.	Notices to and Demands on County and Fiscal Agent	31
Section 9.07.	State Reporting Requirements	32
Section 9.08.	Partial Invalidity	33
Section 9.09.	Unclaimed Moneys	33
Section 9.10.	Applicable Law	33
Section 9.11.	Conflict with Act	33
Section 9.12.	Conclusive Evidence of Regularity	33
Section 9.13.	Payment on Business Day.....	33
Section 9.14.	Counterparts	33

EXHIBIT A – FORM OF BOND

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement"), dated as of June 1, 2017, is by and between the County of Yuba, California, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "County") for and on behalf of County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

RECITALS:

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311, *et seq.* of the California Government Code) (the "Act") and Resolution No. 2005-271 adopted by the Board of Supervisors on November 8, 2005;

WHEREAS, pursuant to Resolution No. 2007-120 adopted by the Board of Supervisors on August 28, 2007, and Section 53350 of the Act, the Board of Supervisors designated a portion of the District as "Improvement Area A" (the "Improvement Area");

WHEREAS, the Board of Supervisors, as the legislative body with respect to the District, is authorized under the Act to levy special taxes on property in the Improvement Area to pay for the costs of facilities eligible to be financed by the District and to authorize the issuance of bonds secured by said special taxes under the Act;

WHEREAS, under the provisions of the Act, on May 23, 2017, the Board of Supervisors adopted its Resolution No. 2017-____ (the "Resolution"), which resolution, among other matters, authorized the issuance of County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard) 2017 Subordinate Special Tax Bonds (the "Bonds") in an aggregate principal amount not to exceed \$500,000, and provided that said issuance will be in accordance with this Agreement, and authorized the execution hereof;

WHEREAS, the County, for and on behalf of the District, has entered into a Fiscal Agent Agreement, dated as of February 1, 2015 (as amended and in effect on the date hereof, the "Senior Bonds Fiscal Agent Agreement") pursuant to which the County issued, for and on behalf of the District, the County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard) 2015 Special Tax Bonds (collectively with any Parity Bonds, as defined in the Senior Bonds Fiscal Agent Agreement, the "Senior Bonds"), and it is intended that special taxes levied in the District will be used in any Bond Year (as defined herein), to make payments of amounts due under the Senior Bonds Fiscal Agent Agreement, with any remaining amounts to be used to make payments on the Bonds, and the payment of the Bonds from such special taxes is expressly subordinate to the payment of the Senior Bonds, the replenishment of the Reserve Fund, and the payment of all Administrative Expenses (as such capitalized terms are defined in the Senior Bonds Fiscal Agent Agreement), all as further provided for in this Agreement;

WHEREAS, it is in the public interest and for the benefit of the County, the District and the owners of the Bonds that the County enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and the administration and payment of the Bonds; and

WHEREAS, the County has determined that all things necessary to cause the Bonds, when executed by the County for the District and issued as in the Act, the Resolution and this Agreement provided, to be legal, valid and binding and special obligations of the County for the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Owners of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the Owners of the Bonds. All of the Bonds shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement.

Section 1.03. Definitions. Unless the context otherwise requires or unless otherwise defined in this Section 1.03, the terms defined in Section 1.03 of the Senior Bonds Fiscal Agent Agreement shall, for all purposes of this Agreement, any Supplemental Agreement and any certificate, opinion or other document herein mentioned, have the meanings therein specified. In addition, unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of the provisions of Section 2.03(A)(ii) providing for mandatory sinking payments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any mandatory sinking payment due in such Bond Year pursuant to Section 2.03(A)(ii)).

"Acquisition Agreement" means the Acquisition Agreement, dated as of April 1, 2008, between the County and John Mourier Construction Inc. (the "Developer"), as amended by the Supplement No. 1 to Acquisition Agreement, dated as of December 30, 2013, the Supplement No. 2 to Acquisition Agreement, dated as of October 7, 2014 and by the Supplement No. 3 to Acquisition Agreement, dated as of June 1, 2017, each between the County and the Developer.

"Bond Fund" means the fund by that name established by Section 4.02(A) hereof.

"Bond Register" means the books for the registration of Bonds maintained by the Fiscal Agent under Section 2.08 hereof.

"Bonds" means the County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard) 2017 Subordinate Special Tax Bonds, at any time Outstanding under this Agreement or any Supplemental Agreement.

"Capitalized Interest Account" means the account by that name established within the Bond Fund pursuant to Section 4.02(A).

"Closing Date" means June __, 2017, being the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

"Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the County and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the County in connection with the issuance of the Bonds, special tax consultant fees and expenses, legal fees and charges, including bond counsel and County counsel, municipal advisor fees, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established by Section 4.03(A) hereof.

"Debt Service" means the scheduled amount of interest and amortization of principal payable by reason of Section 2.03(A)(ii) on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Fiscal Agent" means the Fiscal Agent appointed by the County and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Interest Payment Date" means September 2 of each year that the Bonds are Outstanding, commencing September 2, 2017.

"Original Purchaser" means Mourier Land Investment Corporation, the first purchaser of the Bonds from the County.

"Outstanding," when used as of any particular time with reference to Bonds, means all Bonds except: (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the County pursuant to this Agreement or any Supplemental Agreement.

"Owner" or "Bondowner" means any person who shall be the registered owner of any Outstanding Bond.

"Principal Office" means the corporate trust office of the Fiscal Agent as identified pursuant to Section 9.06 hereof; provided, however, for the purpose of maintenance of the Registration Books and surrender of Bonds for payment, transfer or exchange such term means the office at which the Fiscal Agent conducts its corporate agency business, or such other or additional offices as may be designated by the Fiscal Agent.

“Record Date” means the fifteenth day of the month next preceding the month of the applicable Interest Payment Date, whether or not such day is a Business Day.

“Senior Bonds” means any Bonds issued under and as such term is defined in the Senior Bonds Fiscal Agent Agreement, including the 2015 Bonds and any Parity Bonds, as such capitalized terms are defined in the Senior Bonds Fiscal Agent Agreement.

“Senior Bonds Fiscal Agent” means the Fiscal Agent acting as such under and as defined in the Senior Bonds Fiscal Agent Agreement.

“Senior Bonds Fiscal Agent Agreement” means the Fiscal Agent Agreement, dated as of February 1, 2015, between the County and the Senior Bonds Fiscal Agent, as amended and supplemented by the Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of June 1, 2017, between the County and the Fiscal Agent, and as it may be further amended and supplemented by any future Supplemental Agreement, as such term is defined in the Senior Bonds Fiscal Agent Agreement.

“Special Tax Prepayment Account” means the account by that name established by Section 4.02(A) hereof.

“Special Tax Revenues” means amounts remitted by the Senior Bonds Fiscal Agent to the Fiscal Agent pursuant to Section 3.04(A) of the Senior Bonds Fiscal Agent Agreement, and amounts remitted by the Senior Bonds Fiscal Agent to the Fiscal Agent pursuant to Section 3.04(B) of the Senior Bonds Fiscal Agent Agreement. It is hereby acknowledged by the County that, as described in Sections 3.04(D) and 9.03 of the Senior Bonds Fiscal Agent Agreement, the County’s and the Senior Bonds Fiscal Agent’s obligations under Section 3.04 of the Senior Bonds Fiscal Agent Agreement will continue until all of the Bonds have been legally defeased or paid in full.

“Supplemental Agreement” means an agreement the execution of which is authorized by a resolution which has been duly adopted by the County under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

ARTICLE II

THE BONDS

Section 2.01. Principal Amount; Designation. Bonds in the aggregate principal amount of _____ Hundred _____ Thousand Dollars (\$_____) are hereby authorized to be issued by the County for the District under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The Bonds shall be designated as the "County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard) 2017 Subordinate Special Tax Bonds."

Section 2.02. Terms of the Bonds.

(A) Form; Denominations. The Bonds shall be issued as a single fully registered Bond, without coupons, in a denomination equal to the original principal amount of the Bonds.

(B) Date of Bonds. The Bonds shall be dated the Closing Date.

(C) [intentionally omitted]

(D) Maturities, Interest Rates. The Bonds shall mature on September 2, 2041, and shall bear interest at the rate of _____% per annum.

(E) Interest. The Bonds shall bear interest at the rate set forth in Section 2.02(D) above, payable on the Interest Payment Date in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by the Fiscal Agent by wire transfer to an account within the United States made on such Interest Payment Date upon written instructions of the registered Owner thereof, which instructions shall continue in effect until revoked in writing. The principal of the Bonds and any premium upon optional redemption of the Bonds is payable by check in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Fiscal Agent. All Bonds paid by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds and issue a certificate of destruction thereof to the County upon the County's request.

(G) Provisions Applicable to Single-Owner Bonds. Notwithstanding anything herein to the contrary, so long as the Bonds are Outstanding: (i) the Fiscal Agent shall pay principal of, interest on and redemption price of the Bonds when due by wire transfer in immediately available funds to the Owner in accordance with such wire transfer instructions as shall be filed by the Owner with the Fiscal Agent from time to time, (ii) payments of principal on the Bonds pursuant to the mandatory sinking payment redemption provisions of Section 2.03(A)(ii) shall

be made without the requirement for presentation and surrender of the Bonds by the Owner, provided that principal of the Bond which is payable at maturity shall be made only upon presentation and surrender of the Bond at the Principal Office of the Fiscal Agent as provided in Section 2.03(C), and (iii) the Fiscal Agent shall not be required to give notice to the Owner of the sinking fund redemptions of the Bonds under Section 2.03(C).

Section 2.03. Redemption.

(A) Redemption Dates.

(i) *Optional Redemption.* The Bonds are subject to optional redemption prior to their stated maturity on any March 1 or September 1 occurring on or before September 1, 2025, and on any date thereafter, as a whole, or in part among maturities as determined by the Treasurer and by lot within a maturity, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed) as set forth below, together with accrued interest thereon to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
any March 1 or September 1 to and including March 1, 2023	103%
September 1, 2023 and March 1, 2024	102
September 1, 2024 and March 1, 2025	101
September 1, 2025 and any date thereafter	100

(ii) *Mandatory Sinking Payment Redemption.* The Bonds are subject to mandatory sinking payment redemption in part on September 2, 2021, and on each September 2 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

<u>Redemption Date (September 2)</u>	<u>Sinking Payments</u>
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041 (maturity)	

The amounts in the foregoing table shall be reduced, as a result of any prior partial redemption of the Bonds pursuant to Section 2.03(A)(i) or (iii), as specified in writing by the Treasurer to the Fiscal Agent, so as to maintain, as much as practicable, the same debt service profile on the Bonds as in effect on the Closing Date.

(iii) *Mandatory Redemption From Special Tax Prepayments.* The Bonds are subject to mandatory redemption prior to their stated maturity on any Interest Payment Date (as defined in the Senior Bonds Fiscal Agent Agreement) occurring on or prior to September 1, 2025 and on any date thereafter, from the proceeds of Special Tax Prepayments remitted to the Fiscal Agent pursuant to clause (iii) of the second paragraph of Section 3.04(A) of the Senior Bonds Fiscal Agent Agreement, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

(B) Notice to Fiscal Agent. The County shall give the Fiscal Agent written notice of its intention to redeem Bonds pursuant to subsection (A)(i) not less than ten (10) days prior to the applicable redemption date, or such lesser period of time as is acceptable to the Fiscal Agent.

(C) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption pursuant to subsection (A)(i) or (iii) to be mailed by first class mail, postage prepaid, at least five (5) days but not more than sixty (60) days prior to the date fixed for redemption, to the registered Owner of the Bonds, at its address appearing on the Bond Book Register in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the redemption date and the redemption price and shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any redemption of the Bonds under Section 2.03(A)(i) or (iii) above, the notice of redemption may state that the redemption is conditioned upon receipt by the Fiscal Agent of sufficient moneys to redeem the Bonds on the anticipated redemption date, and that the redemption shall not occur if by no later than the scheduled redemption date sufficient moneys to redeem the Bonds have not been deposited with the Fiscal Agent. In the event that the Fiscal Agent does not receive sufficient funds by the scheduled redemption date to so redeem the Bonds to be redeemed, the Fiscal Agent shall send written notice to the owner of the Bonds and to the County to the effect that the redemption did not occur as anticipated, and the Bonds for which notice of redemption was given shall remain Outstanding for all purposes of this Agreement.

Whenever provision is made in this Agreement for the redemption of less than all of the Bonds, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof not previously called for redemption, by lot in any manner which the Fiscal Agent deems fair.

Upon surrender of Bonds redeemed in part only, the County shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the County, a new Bond in principal amount equal to the unredeemed portion of the Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest on the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds and issue a certificate of destruction thereof to the County.

Section 2.04. Form of Bonds. The Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the County by the facsimile signatures of the Chair of the Board of Supervisors of the County and the Clerk of the Board who are in office on the date of execution of this Agreement or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the owner. Any Bond may be signed and attested on behalf of the County by such persons as at the actual date of the execution of such Bond shall be the proper officers of the County although at the nominal date of such Bond any such person shall not have been such officer of the County.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. Notwithstanding the foregoing, the Bonds may only be transferred in whole, and then only to (a) an "Accredited Investor" as defined in Regulation D of the United States Securities Act of 1933, (b) a "Qualified Institutional Buyer" as defined in Rule 144A of the Securities Act of 1933, (c) an entity with at least a fifty-one percent (51%) common ownership as that of the Original Purchaser, or (d) a wholly-owned subsidiary of the Original Purchaser. In furtherance of the foregoing, any Bondowner desiring to transfer a Bond shall present such evidence as may be requested by the Treasurer as to the qualifications of the proposed transferee, and if the Treasurer determines that the transferee satisfies one or more of the permitted transferee classifications described in the preceding sentence, the Treasurer shall inform the Fiscal Agent in writing that the requested transfer is permissible under this Agreement, whereupon the Fiscal Agent shall accommodate the transfer. The transfer of the Bonds shall also be contingent upon the transferee providing wire instructions in writing to the Fiscal Agent with respect to where payments on the Bonds are to be made.

The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any transfer of Bonds shall be paid by the County from amounts in the Administrative Expense Fund. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the County shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount of authorized denomination(s).

No transfers of Bonds shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, (ii) with respect to a Bond after such Bond has been selected for redemption, or (iii) between a Record Date and the succeeding Interest Payment Date.

Section 2.07. No Exchange of Bonds. Bonds may not be exchanged for multiple Bonds of denominations less than the full outstanding principal amount of the Bonds.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office sufficient books for the registration of the Bonds, which books shall show the last known owner of the Bonds and shall at all times be open to inspection by the County during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

The County and the Fiscal Agent will treat the Owner of the Bonds whose name appears on the Bond register as the absolute Owner of the Bonds for any and all purposes, and the County and the Fiscal Agent shall not be affected by any notice to the contrary. The County and the Fiscal Agent may rely on the address of the Bondowner as it appears in the Bond register for any and all purposes.

Section 2.09. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the County, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall deliver a certificate of destruction thereof to the County. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the County and the Fiscal Agent satisfactory to the Fiscal Agent shall be given, the County, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The County may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the County and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.10. Limited Obligation. All obligations of the County under this Agreement and the Bonds shall be special obligations of the County, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the faith and credit nor the taxing power of the County or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.11. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the County may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01, and deliver the Bonds to the Original Purchaser. The Authorized Officers are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Pledge of Special Tax Revenues. The Bonds shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of all of the Special Tax Revenues and all moneys deposited in the Bond Fund (including the Capitalized Interest Account and the Special Tax Prepayments Account therein). The Special Tax Revenues and all moneys deposited into said fund (except as otherwise provided herein) are hereby dedicated to the payment of the principal of, premium, if any, and interest on the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03. **It is expressly acknowledged that Special Taxes will be used for purposes of the Senior Bonds Fiscal Agent Agreement, and Special Tax Revenues will only arise by reason of transfers to the Fiscal Agent pursuant to Section 3.04(A) and 3.04(B) of the Senior Bonds Fiscal Agent Agreement.**

Section 3.03. Validity of Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the acquisition of the Project or upon the performance by any person of such persons obligation(s) with respect to the Project.

ARTICLE IV

BOND FUND

Section 4.01. Deposits of Bond Proceeds. The proceeds of the purchase of the Bonds by the Original Purchaser thereof (\$_____) shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows (for record keeping purposes, the Fiscal Agent may establish such accounts as may be necessary to reflect such transfer of proceeds): (A) \$_____ shall be deposited in the Costs of Issuance Fund; (B) \$_____ shall be deposited in the Capitalized Interest Account; and (C) \$_____ shall be remitted via wire transfer by the Fiscal Agent to John Mourier Construction Inc. using the following wire instructions: _____.

It is hereby acknowledged by the County that the transfer described in clause (C) of the first sentence of this Section 4.01 is in respect of the payment of a portion of the Purchase Prices of Facilities, under and pursuant to the Acquisition Agreement.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund, Capitalized Interest Account and Special Tax Prepayments Account. There is hereby established as a separate fund to be held by the Fiscal Agent the Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Subordinate Special Tax Bonds Bond Fund, to the credit of which deposits shall be made as required by Section 3.04(B) of the Senior Bonds Fiscal Agent Agreement, and any other amounts required to be deposited therein by this Agreement or the Act. There are also hereby created in the Bond Fund separate accounts held by the Fiscal Agent, consisting of (i) the Capitalized Interest Account, to the credit of which a deposit shall be as provided in Section 4.01(B), and (ii) the Special Tax Prepayments Account, to the credit of which deposits shall be made as provided in Section 3.04(A) of the Senior Bonds Fiscal Agent Agreement.

Moneys in the Bond Fund and the accounts therein shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of and interest on the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. (i) Bond Fund Disbursements. On each Interest Payment Date or date of redemption pursuant to Section 2.03(A)(i) or (iii), following any transfer required by Section 4.02(B)(iii) in respect of any such Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal, premium, if any, and interest then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(ii), or a redemption of the Bonds required by Sections 2.03(A)(i) or (iii), such payments to be made in the priority listed in the following paragraph.

If, on any Interest Payment Date or date of redemption of the Bonds, there are insufficient funds in the Bond Fund to make the payments provided for in the preceding paragraph, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds including any principal due by reason of sinking payments. Any interest not paid when due shall continue to be owing until paid, any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date, and any

principal not paid on or before the maturity date of the Bonds, and interest thereon, shall continue to be owing until paid. No interest shall accrue on any past due interest.

(ii) Special Tax Prepayments Account Disbursements. Moneys in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Bond Fund on the next date for which notice of redemption of Bonds can timely be given under Section 2.03(A)(iii), and notice to the Fiscal Agent can timely be given under Section 2.03(B), and shall be used to redeem Bonds on the redemption date selected in accordance with Section 2.03(A)(iii).

(iii) Capitalized Interest Account Disbursements. Moneys in the Capitalized Interest Account shall be transferred to the Bond Fund on the Business Day prior to September 2, 2017, and on the Business Day prior to September 2, 2018 in the amount equal to and to be used for the payment of Debt Service due on the 2017 Bonds on each such date, and any remaining amounts on deposit in the Capitalized Interest Account on the Business Day prior to September 2, 2019 shall be transferred on such date to the Bond Fund. When no amounts remain on deposit in the Capitalized Interest Account, the Capitalized Interest Account shall be closed.

(C) Investment. Moneys in the Bond Fund, the Capitalized Interest Account and the Special Tax Prepayments Account shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from the investment and deposit of amounts in the Bond Fund, the Capitalized Interest Account and the Special Tax Prepayments Account shall be retained in the Bond Fund, the Capitalized Interest Account and the Special Tax Prepayments Account, respectively, to be used for purposes of such fund and accounts.

(D) State Reporting. If at any time the Fiscal Agent fails to pay the full principal and interest due on any scheduled payment date for the Bonds, the Fiscal Agent shall notify the Treasurer in writing of such failure, and the Treasurer shall notify CDIAC of such failure within 10 days of the failure to make such payment.

Section 4.03. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Subordinate Special Tax Bonds Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 4.01(A). Moneys in the Costs of Issuance Fund shall be held by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent concurrently with the delivery of the Bonds. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 90 days from the Closing Date and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the

Senior Bonds Fiscal Agent for deposit by the Senior Bonds Fiscal Agent in the Administrative Expense Fund. Following such transfer, the Fiscal Agent shall close the Costs of Issuance Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE V

OTHER COVENANTS OF THE COUNTY

Section 5.01. Punctual Payment. The County will punctually pay or cause to be paid the principal of and interest on the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the County on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund (including the Special Tax Prepayments Account and the Capitalized Interest Account therein).

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the County shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the County, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.04. Against Encumbrances. The County will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues, the Special Tax Revenues (as defined in the Senior Bonds Fiscal Agent Agreement) or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except for the senior pledge of the Special Tax Revenues (as such capitalized term is used in the Senior Bonds Fiscal Agent Agreement) to the Senior Bonds and to satisfy the County's obligations under the Senior Bonds Fiscal Agent Agreement. It is expressly acknowledged that all transfers required under the Senior Bonds Fiscal Agent Agreement to the Bond Fund (as defined in the Senior Bonds Fiscal Agent Agreement) and the Administrative Expense Fund from the Special Tax Fund in any Bond Year under Section 3.04(B) thereof, are to occur prior to the transfer of amounts therein to the Fiscal Agent on the succeeding September 2.

Section 5.05. Books and Records. The County will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the County, in which complete and correct entries shall be made of all transactions relating to the Special Tax Revenues and the Special Tax Revenues (as defined in the Senior Bonds Fiscal Agent Agreement). Such books of record and accounts shall at all times during business hours and upon reasonable prior written request be subject to the inspection of the Fiscal Agent and the Owner of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owner. The County will preserve and protect the security of the Bonds and the rights of the Owner, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the County, the Bonds shall be incontestable by the County.

Section 5.07. Collection of Special Tax Revenues. The County shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues and the Special Tax Revenues (as defined in the Senior Bonds Fiscal Agent Agreement), including without limitation, the enforcement of delinquent Special Taxes and of the provisions of Section 3.04 of the Senior Bonds Fiscal Agent Agreement.

The County shall effect the levy of the Special Taxes from time to time during each Fiscal Year in accordance with the Ordinance and the Rate and Method of Apportionment. Specifically, the County shall compute the amount of Special Taxes to be so levied each Fiscal Year before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the Improvement Area for inclusion on the next secured or unsecured, as applicable, real property tax roll. Upon the completion of the computation of the amounts of the levy, the County shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll.

The County shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Senior Bonds and any Bonds becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the reserve fund for the Senior Bonds and an amount estimated to be sufficient to pay the Administrative Expenses (including amounts necessary to discharge any obligation under Section 5.12) during such year, taking into account the balance in the Bond Fund and in the applicable funds referenced in the second paragraph of Section 5.10 of the Senior Bonds Fiscal Agent Agreement. The Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes levied on the County tax roll.

In the event that the County determines to levy all or a portion of the Special Taxes by means of direct billing of the property owners within the Improvement Area, and to the extent permitted by the Ordinance, the County shall, not less than forty-five (45) days prior to the first Interest Payment Date (as defined in the Senior Bonds Fiscal Agent Agreement) for which the levy is being made, send bills to the property owners in the Improvement Area for Special Taxes necessary to meet the financial obligations of the Improvement Area due on the Interest Payment Dates (as defined herein and in the Senior Bonds Fiscal Agent Agreement) for which the levy is being made, said bills to specify that the amounts so levied shall be due and payable in two equal installments with each installment due not less than thirty (30) days prior to the related Interest Payment Date (as defined in the Senior Bonds Fiscal Agent Agreement) and each installment shall be delinquent if not paid when due.

Section 5.08. Covenant to Foreclose. Pursuant to Section 53356.1 of the Act, the County hereby covenants with and for the benefit of the owners of the Bonds that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the superior court to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in Section 5.14 of the Senior Bonds Fiscal Agent Agreement; subject, however, to the provisions of Section 5.19.

Section 5.09. Further Assurances. The County will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.10. Private Activity Bond Limitations. The County shall assure that the proceeds of the Bonds and the Senior Bonds are not so used as to cause the Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

Section 5.11. Federal Guarantee Prohibition. The County shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds or the Senior Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.12. Rebate Requirement. The County shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds or the Senior Bonds.

If necessary, the County may use any funds available to the District, including amounts advanced by the County, in its sole discretion, to be repaid by the District as soon as practicable from amounts described in the preceding clauses, to satisfy its obligations under this Section 5.12. The Treasurer shall take note of any investment of monies hereunder in excess of the yield on the Bonds or the Senior Bonds, and shall take such actions as are necessary to ensure compliance with this Section 5.12, such as increasing the portion of the Special Tax levy for Administration Expenses as appropriate to have funds available in the Administrative Expense Fund to satisfy any rebate liability under this Section 5.12.

Section 5.13. No Arbitrage. The County shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the proceeds of the Bonds or the Senior Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds or the Senior Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

Section 5.14. Yield of the Bonds. In determining the yield of the Bonds and the Senior Bonds to comply with Section 5.12 and 5.13 hereof, the County will take into account redemption in advance of maturity based on the reasonable expectations of the County, as of the Closing Date, regarding prepayments of Special Taxes and use of prepayments for redemption of the Bonds and the Senior Bonds, without regard to whether or not prepayments are received or Bonds or the Senior Bonds redeemed.

Section 5.15. Maintenance of Tax-Exemption. The County shall take all actions necessary to assure the exclusion of interest on the Bonds and the Senior Bonds from the gross income of the owners of the respective bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.16. Reduction of Special Taxes. The County covenants and agrees to not consent or conduct proceedings with respect to a reduction in the maximum Special Taxes that may be levied in the District below an amount, for any Fiscal Year, equal to the aggregate of the debt service due on the Senior Bonds and the Bonds in such Fiscal Year, plus a reasonable estimate of Administrative Expenses for such Fiscal Year. It is hereby acknowledged that

Bondowners are purchasing the Bonds in reliance on the foregoing covenant, and that said covenant is necessary to assure the full and timely payment of the Bonds.

Section 5.17. Limits on Special Tax Waivers and Bond Tenders. Except as provided in Section 5.09, the County covenants not to exercise its rights under the Act to waive delinquency and redemption penalties related to the Special Taxes or to declare Special Tax penalties amnesty program if to do so would materially and adversely affect the interests of the owners of the Bonds and further covenants not to permit the tender of Bonds or the Senior Bonds in payment of any Special Taxes except upon receipt of a certificate of an Independent Financial Consultant that to accept such tender will not result in the County having insufficient Special Tax revenues to pay the principal of and interest on the Bonds, the Senior Bonds and any Parity Bonds remaining Outstanding following such tender.

Section 5.18. County Bid of Foreclosure Sale. The County will not bid at a foreclosure sale of property in respect of delinquent Special Taxes, unless it expressly agrees to take the property subject to the lien for Special Taxes imposed by the District and that the Special Taxes levied on the property are payable while the County owns the property.

Section 5.19. Subordination of Special Taxes to Senior Bonds. (A) In the event of the delinquency in payment of Special Taxes levied on any parcel in the Improvement Area, and action is initiated by or on behalf of the County pursuant to Section 5.08 hereof or Section 5.14 of the Senior Bonds Fiscal Agent Agreement or otherwise to collect such delinquency, the County and the District, and the Owner of the Bonds by its acceptance of the Bonds, expressly agree to subordinate the obligation of any such parcel to pay the portion of the Special Taxes allocable to payment of debt service on the Bonds (the "Subordinate Special Taxes") to any obligation of such parcel in respect of Special Taxes levied or to be levied thereon for the payment of debt service on the Senior Bonds, the replenishment of the Reserve Fund to the amount of the Reserve Requirement and for the payment of Administrative Expenses (collectively, the "Senior Special Taxes"), with the purpose and effect as follows:

(i) any amount collected in respect of any action taken to collect the delinquent Special Taxes on a parcel shall first be used to satisfy any delinquent Senior Special Taxes with respect to such parcel (to the extent the Senior Special Taxes delinquency is not otherwise satisfied in connection with actions to collect the same);

(ii) to the extent required to effect a foreclosure sale of any parcel with delinquent Subordinate Special Taxes and delinquent Senior Special Taxes, first the delinquent Subordinate Special Taxes shall be reduced and forgiven as necessary to effect such sale, and, if a sale of the parcel subject to delinquent Special Taxes cannot be sold if all delinquent Subordinate Special Taxes have been reduced and forgiven, the future Subordinate Special Tax levy on such parcel shall be permanently reduced and discharged (such reduction and discharge to be deemed to be a prepayment of Subordinate Special Taxes for such parcel under the Rate and Method of Apportionment of Special Taxes) to the extent, and only to the extent, necessary to allow such sale to occur, and:

(a) the parcel shall remain subject to the remaining Senior Special Taxes not yet due and payable, and

(b) proceeds of such sale, if any, shall be used to pay the delinquent Senior Special Taxes.

(B) Pursuant to Section 5.19(A) above, to the extent necessary to collect delinquent Senior Special Taxes on a parcel:

First, delinquent Subordinate Special Taxes on such parcel shall be reduced and discharged, and then

Second, future Subordinate Special Taxes on such parcel shall be reduced and discharged, as necessary to allow for collection of delinquent Senior Special Taxes with the parcel subject to all future Senior Special Taxes encumbering such parcel.

In connection with the foregoing, (i) delinquencies shall include all statutory interest and penalties associated therewith, and (ii) the foregoing shall not in any way prohibit the reduction of Senior Special Tax delinquencies or encumbrances on a parcel by or on behalf of the District if necessary (in the judgment of the administrator of the Improvement Area or otherwise by proceedings in accordance with applicable law), following the reduction and discharge of all delinquent and future Subordinate Special Taxes in respect of such parcel, to collect as much as possible of the delinquent and future Senior Special Taxes on such parcel.

ARTICLE VI

INVESTMENTS, DISPOSITION OF INVESTMENT PROCEEDS, LIABILITY OF THE COUNTY

Section 6.01. Deposit and Investment of Moneys in Funds. Moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (h) of the definition thereof; provided, however, that any such investment shall be made by the Fiscal Agent only if, prior to the date on which such investment is to be made, the Fiscal Agent shall have received an Officer's Certificate specifying a specific money market fund into which the funds shall be invested and, if no such Officer's Certificate is so received, the Fiscal Agent shall hold such moneys uninvested.

The Fiscal Agent and its affiliates or the Treasurer may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent nor the Treasurer shall incur any liability for losses arising from any investments made pursuant to this Section. The Fiscal Agent shall not be required to determine the legality of any investments.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under the applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code). The Fiscal Agent shall not be liable for verification of the application of such section of the Code.

Investments in any and all funds may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent hereunder, provided that the Fiscal Agent shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell in a commercially reasonable manner, or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Treasurer shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The County acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the County the right to receive brokerage confirmations of security transactions as they occur, the County specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the County periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Limited Obligation. The County's obligations hereunder are limited obligations of the County on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund (including the Special Tax Prepayments Account therein).

Section 6.03. Liability of County. The County shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The County shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The County shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the County, including the Treasurer, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the County and conforming to the requirements of this Agreement. The County, including the Treasurer, shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the County to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The County and the Treasurer may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The County may consult with counsel, who may be County Counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The County shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactory established, if disputed.

Whenever in the administration of its duties under this Agreement the County or the Treasurer shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the County, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent, an Independent Financial Consultant or a Tax Consultant, and such certificate shall be full warrant to the County and the Treasurer for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the County or the Treasurer may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.04. Employment of Agents by County. In order to perform its duties and obligations hereunder, the County and/or the Treasurer may employ such persons or entities as

it deems necessary or advisable. The County shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. U.S. Bank National Association is hereby appointed Fiscal Agent and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The County may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be the same entity acting as the Fiscal Agent under and as such capitalized term is defined in the Senior Bonds Fiscal Agent Agreement, and shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the County and by giving to the Owner notice by mail of such resignation. Upon receiving notice of such resignation, the County shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within forty-five (45) days after the Fiscal Agent shall have given to the County written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or the Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent, but only if the successor is also the same entity acting as the Fiscal Agent under and as such capitalized term is defined in the Senior Bonds Fiscal Agent Agreement.

If, by reason of the judgment of any court, the Fiscal Agent is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Fiscal Agent hereunder shall be assumed by and vest in the Treasurer for the benefit of the Owners. The County covenants for the direct benefit of the Owners that its Treasurer in such case shall be vested with all of the rights and powers of the Fiscal Agent hereunder, and shall assume all of the responsibilities and perform all of the duties of the Fiscal Agent hereunder, in trust for the benefit of the Owner of the Bonds. In such event, the Treasurer may designate a successor Fiscal Agent qualified to act as Fiscal Agent hereunder.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the County, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of the Owner pursuant to this Agreement unless the Owner shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall have no duty or obligation whatsoever to enforce the collection of Special Taxes or other funds to be deposited with it hereunder, or as to the correctness of any amounts received, and its liability shall be limited to the proper accounting for such funds as it shall actually receive.

In order to perform its duties and obligations hereunder, the Fiscal Agent may employ such persons or entities as it deems necessary or advisable. The Fiscal Agent shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

The Fiscal Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured

electronic methods; provided, however, that the Fiscal Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the County elects to give the Fiscal Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Fiscal Agent in its discretion elects to act upon such instructions, the Fiscal Agent's reasonable understanding of such instructions shall be deemed controlling. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The County agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Fiscal Agent, including without limitation the risk of interception and misuse by third parties.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of god or of the public enemy or terrorists, acts of a government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

Section 7.03. Information. The Fiscal Agent shall provide to the County such information relating to the Bonds and the fund and account maintained by the Fiscal Agent hereunder as the County shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions of the Fiscal Agent relating to the expenditure of amounts disbursed from the Costs of Issuance Fund and from the Bond Fund (including the Capitalized Interest Account and the Special Tax Prepayments Account therein), and (in its capacity as the Senior Bonds Fiscal Agent) the funds and accounts held by it under the Senior Bonds Fiscal Agent Agreement. Such books of record and accounts shall at all times during business hours, upon reasonable prior written notice, be subject to the inspection of the County and the Owner of the Bonds, or their representatives duly authorized in writing.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the County, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by an Officer's Certificate, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The County shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The County further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, expenses, claims or liabilities whatsoever, including without limitation fees and expenses of its attorneys, which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the County under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement, but any monetary obligation of the County arising under this Section shall be limited solely to amounts on deposit in the Administrative Expense Fund.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the County and of the Owner of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the written consent of the Owner of the Bonds.

This Agreement and the rights and obligations of the County and of the Owner may also be modified or amended at any time by a Supplemental Agreement, without the consent of the Owner, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the County in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the County;

(B) to make modifications not adversely affecting the Bonds in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the County or the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owner of the Bonds;

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from gross federal income taxation of interest on the Bonds; and

(E) to confirm the senior lien on and pledge of the Special Tax Revenues under and as such term is defined in the Senior Bonds Fiscal Agent Agreement.

Section 8.02. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the County and the Owner of the Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.03. Endorsement or Replacement of Bonds Issued After Amendments. The County may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the County, as to such action. In that case, upon demand of the Owner at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. The County may determine that a new Bond, so modified as in the opinion of the County is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of the Bonds

then Outstanding, such new Bond shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for the Bond then Outstanding, upon surrender of such Bonds.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the County, the Fiscal Agent and the Owner, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the County shall be for the sole and exclusive benefit of the Owner and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the County or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the County or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. The County shall have the option to pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of and interest on such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with the amounts then on deposit in the fund and accounts provided for in Section 4.02 is fully sufficient to pay such Bonds Outstanding, including all principal and interest; or

(C) by irrevocably depositing with the Fiscal Agent, in trust, cash and Federal Securities in such amount as the County shall determine as confirmed by Bond Counsel or an independent certified public accountant will, together with the interest to accrue thereon and moneys then on deposit in the fund and accounts provided for in Section 4.02, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal and interest) at or before their respective maturity dates.

If the County shall have taken any of the actions specified in (A), (B) or (C) above, and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the County, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Tax Revenues and other funds provided for in this Agreement and all other obligations of the County under this Agreement with respect to such Bonds Outstanding shall cease and terminate. Notice of such election shall be filed with the Fiscal Agent. Notwithstanding the foregoing, the obligation of the County to pay or cause to be paid to the Owner of the Bonds not so surrendered and paid all sums due thereon, all amounts owing to the Fiscal Agent pursuant to Section 7.05, and otherwise to assure that no action is taken or failed to be taken if such action or failure adversely affects the exclusion of interest on the Bonds from gross income for federal income tax purposes, shall continue in any event.

Upon compliance by the County with the foregoing with respect to all Bonds Outstanding, any funds held by the Fiscal Agent after payment of all fees and expenses of the

Fiscal Agent, which are not required for the purposes of the preceding paragraph, shall be paid over to the County and any Special Tax Revenues thereafter shall not be remitted to the Fiscal Agent but shall be remitted to the County to be used for any purpose permitted under the Act.

Section 9.04. Execution of Documents and Proof of Ownership by Owner. Any request, declaration, consent or other instrument which this Agreement may require or permit to be executed by the Owner may be in one or more instruments of similar tenor, and shall be executed by the Owner in person or by its attorney appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by the Owner or his attorney of such request, declaration, consent or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds shall be proved by the Bond Register.

Any request, declaration or other instrument or writing of the Owner of the Bonds shall bind all future Owners of the Bonds in respect of anything done or suffered to be done by the County or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No Supervisor, officer, agent or employee of the County shall be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such Supervisor, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on County and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the County may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the County with the Fiscal Agent) as follows:

Yuba County
915 8th Street, Suite 103
Marysville, CA 95901-4187
Attention: County Treasurer and Tax Collector

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the County to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the Fiscal Agent with the County) as follows:

U.S. Bank National Association
One California Street, Suite 1000
Mail Code: SF-CA-SFCT
San Francisco, CA 94111
Attention: Global Trust Services

Section 9.07. State Reporting Requirements. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the Treasurer shall cause the following information to be supplied to CDIAC: (i) the principal amount of the Bonds Outstanding; (ii) that there is no reserve fund with respect to the Bonds; (iii) that there is no capitalized interest with respect to the Bonds; (iv) the number of parcels in the Improvement Area which are delinquent in the payment of Special Taxes, the amount of each delinquency, the length of time delinquent and when foreclosure was commenced for each delinquent parcel; (v) there is no improvement fund for the Bonds; and (vi) the assessed value of all parcels in the Improvement Area subject to the levy of the Special Taxes as shown in most recent equalized roll. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, the Fiscal Agent shall notify the Treasurer of such failure or withdrawal in writing. The Treasurer shall notify CDIAC and the then Owner of such failure or withdrawal within 10 days of such failure or withdrawal.

(C) Special Tax Reporting. The Treasurer shall file a report with the Board of Supervisors no later than January 1, 2018, and at least once a year thereafter, which annual report shall contain: (i) the amount of Special Taxes collected and expended with respect to the Improvement Area, (ii) the amount of Bond proceeds collected and expended with respect to the Improvement Area, and (iii) the status of the Project. It is acknowledged that the Special Tax Fund and the Special Tax Prepayments Account are the accounts into which Special Taxes collected from parcels in the Improvement Area will be deposited for purposes of Section 50075.1(c) of the California Government Code, and the funds and accounts listed in Section 4.02 and 4.03 are the funds and accounts into which Bond proceeds will be deposited for purposes of Section 53410(c) of the California Government Code, and the annual report described in the preceding sentence is intended to satisfy the requirements of Sections 50075.1(d), 50075.3(d) and 53411 of the California Government Code.

(D) Amendment. The reporting requirements of this Section 9.07 shall be amended from time to time, without action by the County or the Fiscal Agent (i) with respect to subparagraphs (A) and (B) above, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act, and (ii) with respect to subparagraph (C) above, to reflect any amendments to Section 50075.1, 50075.3, 53410 or 53411 of the California Government Code. The County shall notify the Fiscal Agent in writing of any such amendments which affect the reporting obligations of the Fiscal Agent under this Agreement.

(E) No Liability. None of the County and its officers, agents and employees, the Treasurer or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section 9.07.

The Treasurer shall provide copies of any of such reports to the Bondowner upon the written request of the Bondowner and payment by the person requesting the information of the

cost of the County to produce such information and pay any postage or other delivery cost to provide the same, as determined by the Treasurer.

Section 9.08. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The County hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.09. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of and the interest on the Bonds which remains unclaimed for two (2) years after the date when the payments of such principal or interest have become payable, if such moneys was held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the County as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the County for the payment of the principal of and interest on such Bonds.

Section 9.10. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.11. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.12. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.13. Payment on Business Day. In any case where the date of the maturity of interest or of principal of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its name and the Fiscal Agent has caused this Agreement to be executed in its name, all as of the date first set forth above.

COUNTY OF YUBA, CALIFORNIA, for
and on behalf of the COUNTY OF YUBA
COMMUNITY FACILITIES DISTRICT NO.
2005-1 (ORCHARD/MONTROSE PUBLIC
IMPROVEMENTS)

By: _____
Robert Bendorf,
County Administrator

U.S. BANK NATIONAL ASSOCIATION, as
Fiscal Agent

By: _____
Authorized Officer

25002.13;J14632

EXHIBIT A
FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. R-_____

\$_____

COUNTY OF YUBA
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(IMPROVEMENT AREA A – THE ORCHARD),
2017 SUBORDINATE SPECIAL TAX BOND

INTEREST RATE	MATURITY DATE	BOND DATE
_____%	September 2, 2041	June __, 2017

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

The County of Yuba, California (the "County") for and on behalf of County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the Improvement Area (as hereinafter defined) or amounts in the bond fund held under the Agreement (as hereinafter defined), to the registered owner named above, or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from the Bond Date set forth above, or from the most recent interest payment date to which interest has been paid or duly provided for, on each September 2, commencing September 2, 2017, at the interest rate set forth above, until the principal amount hereof is paid or made available for payment, subject to the terms of the Agreement. The principal of this Bond is payable to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the Principal Office (as defined in the Agreement referred to below) of U.S. Bank National Association (the "Fiscal Agent"). Interest on this Bond shall be paid by wire transfer in immediately available funds (to an account in the United States designated by the registered owner hereof in a written request to the Fiscal Agent) to the registered owner hereof as of the close of business on the 15th day of the month preceding the month in which the interest payment date occurs (the "Record Date") at such registered owner's address as it appears on the Book Register maintained by the Fiscal Agent.

This Bond is one of a series of bonds duly authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of financing the costs of certain public facilities within and in the vicinity of the Improvement Area (the "Project"), and is one of the series of Bonds designated "County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard), 2017 Subordinate Special Tax Bonds" (the "Bonds") in the aggregate principal amount of \$_____. The creation of the Bonds and the terms and

conditions thereof are provided for by a resolution adopted by the Board of Supervisors of the County on May 23, 2017 (the "Resolution"), and the Fiscal Agent Agreement, dated as of June 1, 2017, between the County and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. The Resolution is adopted and the Agreement is entered into under and this Bond is issued under, and all are to be construed in accordance with, the laws of the State of California.

Pursuant to the Agreement, the principal of and interest on this Bond are payable solely from Special Tax Revenues arising from the annual special tax authorized under the Mello-Roos Community Facilities Act of 1982 to be collected within Improvement Area A of the District (the "Improvement Area") on a basis subordinate to the Senior Bonds and other requirements of the Senior Bonds Fiscal Agent Agreement, as such capitalized terms are defined in the Agreement. Amounts due on this Bond are subject to forgiveness and discharge under the provisions of the Agreement.

Interest on this Bond shall be payable from the interest payment date next preceding the date of authentication hereof, unless (i) it is authenticated on an interest payment date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an interest payment date and after the close of business on the Record Date preceding such interest payment date, in which event it shall bear interest from such interest payment date, or (iii) it is authenticated prior to the Record Date preceding the first interest payment date, in which event it shall bear interest from the Bond Date set forth above; provided, however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the County, as may be permitted by law. The Bonds do not constitute obligations of the County for which the County is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described hereinabove.

The Bonds are subject to optional redemption prior to their stated maturity on any March 1 or September 1 occurring on or before September 1, 2025 and on any date thereafter, as a whole or in part among maturities as provided in the Agreement, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed) as set forth below, together with accrued interest thereon to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
any March 1 or September 1 to and including March 1, 2023	103%
September 1, 2023 and March 1, 2024	102
September 1, 2024 and March 1, 2025	101
September 1, 2025 and any date thereafter	100

The Bonds are subject to mandatory sinking payment redemption in part on September 2, 2021 and on each September 2 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

<u>Redemption Date</u> <u>(September 2)</u>	<u>Sinking Payments</u>
2021	\$
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041 (maturity)	

The Bonds are also subject to redemption from the proceeds of Special Tax Prepayments pursuant to the Agreement, on any Interest Payment Date (as defined in the Senior Bonds Fiscal Agent Agreement) occurring on or prior to September 1, 2025 and on any date thereafter, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the registered owners thereof, in the manner, and only to the extent required and subject to the provisions of the Agreement. Notices of optional redemption and redemption from Special Tax Prepayments may be conditioned upon receipt by the Fiscal Agent of sufficient moneys to redeem the Bonds on the anticipated redemption date, and if the Fiscal Agent does not receive sufficient funds by the scheduled redemption date the redemption shall not occur and the Bonds for which notice of redemption was given shall remain outstanding for all purposes of the Agreement.

This Bond shall be registered in the name of the owner hereof, as to both principal and interest.

Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof and interest hereon shall be payable only to the registered owner or to such owner's order. The Fiscal Agent shall require the registered owner requesting transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. **A TRANSFER OF THIS BOND MAY ONLY BE MADE IN WHOLE UPON COMPLIANCE WITH THE PROVISIONS OF SECTION 2.06 OF THE AGREEMENT, AND THEN ONLY**

TO A SINGLE ELIGIBLE TRANSFEREE DESCRIBED IN SECTION 2.06 OF THE AGREEMENT. No transfer hereof shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, (ii) with respect to a Bond after such Bond has been selected for redemption, or (iii) between a Record Date and the succeeding interest payment date. Exchanges may only be made for Bonds in authorized denominations, as provided in the Agreement.

The Agreement and the rights and obligations of the County thereunder may be modified or amended as set forth therein.

The Bonds are not general obligations of the County, but are limited obligations payable solely from the revenues and funds pledged therefor under the Agreement. Neither the faith and credit of the County or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, County of Yuba, California, has caused this Bond to be dated the Bond Date set forth above, to be signed by the facsimile signature of the Chairman of its Board of Supervisors and countersigned by the facsimile signature of the Clerk of the Board.

COUNTY OF YUBA

By: _____
Chair, Board of Supervisors

ATTEST

By: _____
Clerk of the Board

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and in the Agreement which has been authenticated on _____.

U.S. BANK NATIONAL ASSOCIATION, *as*
Fiscal Agent

By: _____
Authorized Officer

ASSIGNMENT

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

(Name, Address and Tax Identification or Social Security Number of Assignee)
the within-registered Bond and hereby irrevocably constitute(s) and appoints(s) _____ attorney,
to transfer the same on the Book Register of the Fiscal Agent with full power of substitution in
the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

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

**SUPPLEMENTAL AGREEMENT NO. 1
TO FISCAL AGENT AGREEMENT**

by and between the

COUNTY OF YUBA, CALIFORNIA

and

**U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent**

dated as of June 1, 2017

**relating to:
County of Yuba
Community Facilities District No. 2005-1
(Improvement Area A – The Orchard),
2015 Special Tax Bonds**

SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT (this "Supplement No. 1"), dated as of June 1, 2017, is by and between the County of Yuba, California, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "County"), for and on behalf of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent"), and amends and supplements that certain Fiscal Agent Agreement, dated as of February 1, 2015 (the "Original FA Agreement"), by and between the County, for and on behalf of the District, and the Fiscal Agent. Capitalized terms used in this Supplement No. 1 and not otherwise defined herein have the meanings given to such terms in the Original FA Agreement.

R E C I T A L S :

WHEREAS, the County issued the 2015 Bonds under the Original FA Agreement in order to provide funds to finance costs of the Project; and

WHEREAS, the 2015 Bonds are payable from Special Tax Revenues, and Section 2.14 of the Original FA Agreement expressly does not prohibit the County from incurring debt for the District secured by a pledge of Special Tax Revenues subordinate to the pledge thereof under the Original FA Agreement; and

WHEREAS, the County is now issuing, for and on behalf of the District, its County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard), 2017 Subordinate Special Tax Bonds (the "Subordinate Bonds") pursuant to a Fiscal Agent Agreement, dated as of June 1, 2017 (the "Subordinate Bonds Fiscal Agent Agreement"), between the County, for and on behalf of the District, and U.S. Bank National Association, as fiscal agent, which Subordinate Bonds are secured by a pledge of Special Tax Revenues wholly subordinate to the pledge thereof under the Original FA Agreement; and

WHEREAS, proceeds of the Subordinate Bonds will be used to pay costs of the Project not paid from proceeds of the 2015 Bonds; and

WHEREAS, in connection with the issuance of the Subordinate Bonds, the County has determined that it is necessary to amend and supplement the Original FA Agreement as set forth in this Supplement No. 1, and the County has requested that the Fiscal Agent enter into this Supplement No. 1; and

WHEREAS, the County has further determined that this Supplement No. 1, and the amendments and supplements to the Original FA Agreement set forth herein, does not and do not adversely affect the 2015 Bonds in any material respect, and this Supplement No. 1 is therefor authorized pursuant to clause (B) of the second paragraph of Section 8.01 of the Original FA Agreement.

A G R E E M E N T :

NOW, THEREFORE, the County, for and on behalf of the District, and the Fiscal Agent agree as follows:

Section 1. Amendments. The Original FA Agreement is hereby amended as follows:

(a) Section 1.03 of the Original FA Agreement is hereby amended by adding thereto the following defined terms:

"Subordinate Bonds" means the County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard), 2017 Subordinate Special Tax Bonds.

"Subordinate Bonds Fiscal Agent" means the Fiscal Agent acting as such under, and as such term is defined in, the Subordinate Bonds Fiscal Agent Agreement.

"Subordinate Bonds Fiscal Agent Agreement" means the Fiscal Agent Agreement, dated as of June 1, 2017, between the County, for and on behalf of the District, and the Subordinate Bonds Fiscal Agent.

(b) The definition "Administrative Expenses" in Section 1.03 of the Original FA Agreement is amended by adding thereto, as a new last sentence thereof, the following: "For purposes of this definition, (i) the term 'Fiscal Agent' shall include the Subordinate Bonds Fiscal Agent, (ii) references to 'hereunder' are deemed to be references to 'hereunder and under the Subordinate Bonds Fiscal Agent Agreement,' (iii) the reference to Section 6.02 is deemed to include reference to Section 5.12 of the Subordinate Bonds Fiscal Agent Agreement, and (iv) references to the 'Bonds' are deemed to include references to the Subordinate Bonds."

(c) Clauses (ii) and (iii) of the second paragraph of Section 3.04(A) of the Original FA Agreement are hereby amended and restated in whole to read as follows:

"(ii) any Special Tax Revenues constituting the collection of delinquencies in payment of Special Taxes shall be separately identified by the County and shall be deposited by the Fiscal Agent first, in the Bond Fund to the extent needed to pay any past due debt service on the Bonds; second, to the Reserve Fund to the extent needed to increase the amount then on deposit in the Reserve Fund up to the then Reserve Requirement; third, for transfer to the Subordinate Bonds Fiscal Agent for deposit by the Subordinate Bonds Fiscal Agent in the Bond Fund established under the Subordinate Bonds Fiscal Agent Agreement, to be used to pay any past due debt service on the Subordinate Bonds; and fourth, to be held in the Special Tax Fund for use as described in Section 3.04(B) below; and

(iii) any proceeds of Special Tax Prepayments shall be separately identified by the County and shall be deposited by the Fiscal Agent as follows (as directed in writing by the Treasurer): (a) that portion of any Special Tax Prepayment attributable to the Bonds shall be deposited by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A), and (b) that portion of any Special Tax Prepayment attributable to the Subordinate Bonds shall be transferred to the Subordinate Bonds Fiscal Agent for

deposit by the Subordinate Bonds Fiscal Agent in the Special Tax Prepayments Account established under the Subordinate Bonds Fiscal Agent Agreement.”

(d) Section 3.04(B) of the Original FA Agreement is hereby amended by adding thereto, as a new last paragraph thereof, the following:

“On each September 2, following all transfers required under the preceding paragraphs up to and including the immediately preceding September 1, the Fiscal Agent shall transfer to the Subordinate Bonds Fiscal Agent, for deposit in the Bond Fund established under the Subordinate Bonds Fiscal Agent Agreement, an amount equal to any then due or delinquent debt service due on the Subordinate Bonds.”

(e) Section 3.04 of the Original FA Agreement is hereby further amended by adding thereto, as a new subsection (D) hereof, the following:

“(D) Termination. This Section 3.04 shall remain in effect until all Bonds and all Subordinate Bonds have been legally defeased or paid in full.”

(f) Section 7.01 of the Original FA Agreement is hereby amended by adding thereto, as a new last paragraph thereof, the following: “Notwithstanding the foregoing, the Fiscal Agent must be the same entity as the entity serving as the Subordinate Bonds Fiscal Agent.”

(g) Section 9.01 of the Original FA Agreement is hereby amended by adding thereto, as a new last sentence thereof, the following: “Notwithstanding the foregoing, the owners from time to time of the Subordinate Bonds and the Subordinate Bonds Fiscal Agent are intended beneficiaries of Section 3.04, clause (iv) of the third sentence of the second paragraph of Section 9.03, and the fourth sentence of the second paragraph of Section 9.03.”

(h) The third sentence of the second paragraph of Section 9.03 of the Original FA Agreement is hereby amended and restated in whole to read as follows:

“Notwithstanding the foregoing, the following obligations and pledges of the County shall continue in any event: (i) the obligation of the County to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon, (ii) the obligation of the County to pay amounts owing to the Fiscal Agent pursuant to Section 7.05, (iii) the obligation of the County to assure that no action is taken or failed to be taken if such action or failure adversely affects the exclusion of interest on the Bonds from gross income for federal income tax purposes, and (iv) the obligation of the County to make deposits and cause transfers of Special Taxes to be made for the benefit of the owners of the Subordinate Bonds, as provided in Section 3.04. The County will continue to deposit funds and cause transfers to be made as required by Section 3.04 so long as any Subordinate Bonds are outstanding, even if all of the Bonds have been defeased, refunded or paid in full.”

Section 2. Execution in Several Counterparts. This Supplement No. 1 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The delivery of an executed counterpart of this Supplement No. 1 by facsimile or PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

Section 3. Governing Law. This Supplement No. 1 shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 4. Incorporation By Reference. The County and the Fiscal Agent agree that the amendments contained in this Supplement No. 1 shall be incorporated by this reference thereto into the Original FA Agreement, which Original FA Agreement as so amended shall serve as the sole operative Fiscal Agent Agreement in connection with the Bonds.

Section 5. Ratification and Reaffirmation of Original FA Agreement. Except as hereby expressly amended, the Original FA Agreement shall remain in full force and effect; and the Original FA Agreement, as amended hereby, is ratified and confirmed.

Section 6. Interpretation. In the event of any conflict between the provisions of the Original FA Agreement and the provisions of this Supplement No. 1, the provisions of this Supplement No. 1 shall control.

Section 7. Effective Date. This Supplement No. 1 shall become effective (a) when, and if, the Subordinate Bonds Fiscal Agent Agreement becomes effective, and (b) the County and the Fiscal Agent have executed this Supplement No. 1.

Section 8. Binding Effect. Upon the effectiveness of this Supplement No. 1, as provided in Section 7 above, this Supplement No. 1 shall inure to the benefit of and shall be binding upon the County, the District, the Fiscal Agent, the owners of the Bonds, the owner of the Subordinate Bonds and their respective successors and assigns.

IN WITNESS WHEREOF, the County has caused this Supplement No. 1 to be executed in its name and the Fiscal Agent has caused this Supplement No. 1 to be executed in its name, all as of the date first set forth above.

COUNTY OF YUBA, CALIFORNIA, for
and on behalf of the COUNTY OF YUBA
COMMUNITY FACILITIES DISTRICT NO.
2005-1 (ORCHARD/MONTROSE PUBLIC
IMPROVEMENTS)

By: _____
Robert Bendorf,
County Administrator

U.S. BANK NATIONAL ASSOCIATION, as
Fiscal Agent

By: _____
Authorized Officer

25002.13:J14642

SUPPLEMENT NO. 3 TO ACQUISITION AGREEMENT

by and between the

COUNTY OF YUBA, CALIFORNIA

and

JOHN MOURIER CONSTRUCTION INC.

dated as of June 1, 2017

**relating to:
Improvement Area A of the
County of Yuba
Community Facilities District No. 2005-1
(Orchard/Montrose Public Improvements)**

THIS SUPPLEMENT NO. 3 TO ACQUISITION AGREEMENT, dated as of June 1, 2017 ("Supplement No. 3"), is by and between the County of Yuba, California, a public body, corporate and politic, organized and existing under the laws of the State of California (the "County"), for and on behalf of Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "CFD"), and John Mourier Construction Inc. (the "Developer"), and amends that certain Acquisition Agreement, dated as of April 1, 2008 (the "Original Agreement"), by and between the County for the CFD, and the Developer, as it has been amended by Supplement No. 1 to Acquisition Agreement, dated as of December 30, 2013 ("Supplement No. 1"), and amended by Supplement No. 2 to Acquisition Agreement, dated as of October 7, 2014 ("Supplement No. 2"), each by and between the County, for and on behalf of the CFD and the Developer. Capitalized terms used in this Supplement No. 3 have the meanings given such terms in Section 1.01 of the Original Agreement.

RECITALS:

A. Financings. In order to finance the Facilities as described in Exhibit A to the Original Agreement, the Developer and the Authority have entered into the Original Agreement for the acquisition of Facilities by the County on behalf of the CFD with proceeds of the Bonds, when and if the Bonds are issued.

B. Changed Circumstances; Supplement No. 1. Due to unforeseen adverse economic developments since the date the Original Agreement was executed, including a nationwide recession, the plans of the Developer for the development of the land within CFD changed from the Developer's plans at the time the Original Agreement was executed. In recognition of those changes, the County, for the CFD, and the Developer executed Supplement No. 1 extending the deadline by which bonds were to be issued to avoid a termination of the Original Agreement from December 31, 2013 to December 31, 2014.

C. Additional Extension. The County and the Developer negotiated changes to various aspects of the CFD, including maximum special tax rates for single family residential dwelling units, resulting in additional unforeseen delays in issuing the Bonds. In recognition of the additional changes, the County, for the CFD, and the Developer executed Supplement No. 2, further extending the deadline by which bonds were to be issued to avoid a termination of the Original Agreement from December 31, 2014 to December 31, 2015.

D. 2015 Bonds. The County, for and on behalf of the CFD, issued \$2,115,000 principal amount of the 2015 Bonds on February 19, 2015, and used the net proceeds of the 2015 Bonds to pay to the Developer a portion of the Purchase Prices of the Facilities under and in accordance with the terms of the Original Agreement, but such net proceeds were not sufficient to pay the full Purchase Prices of the Facilities.

E. Additional Bonding Capacity. Following the issuance of the 2015 Bonds, the Developer obtained entitlements to develop an additional 48 lots within the Improvement Area, which lots, when improved with single family homes will result in additional unanticipated Special Tax Revenues that can be used to pay debt service on additional Bonds.

F. Issuance of Additional Bonds. In light of the additional revenue and unused bonding capacity of the CFD and the unpaid portion of the Purchase Prices of Facilities, the County is considering the issuance of additional Bonds for the CFD, and the County and the Developer now desire to amend Section 9.01 of the Original Agreement, as it has been amended by Supplement No. 1 and by Supplement No. 2, to allow for the issuance of additional Bonds the net proceeds of which can be used to pay some of the unpaid portion of the Purchase Prices of the Facilities.

AGREEMENT:

In consideration of the mutual promises and covenants set forth herein, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the County, for and on behalf of the CFD, and the Developer agree as follows:

Section 1. Amendment to Section 9.01 of the Original Agreement. The second sentence of Section 9.01 of the Original Agreement, as amended by Supplement No. 1 and by Supplement No. 2, is hereby deleted in its entirety and replaced with the following:

“Notwithstanding any other provision of this Acquisition Agreement, no Bonds shall be issued after December 31, 2015; except, at the sole and absolute discretion of the County, (a) not to exceed \$425,000 of Bonds (the “Additional Bonds”), and (b) Bonds issued to refund all or a portion of any Bonds issued prior to such date or any Additional Bonds issued after such date.”

Section 2. Affirmation of Section 3.01. Nothing in this Supplement No. 3 shall in any way require the County to issue any Bonds, or otherwise alter the provision of Section 3.01 of the Original Agreement, to the effect that nothing in the Original Agreement shall be construed as requiring the County to issue the Bonds or any portion thereof.

Section 3. Ratification. Except as amended by Section 1 above, and as clarified by Section 2 above, the provisions of the Original Agreement, as amended by Supplement No. 1 and by Supplement No. 2, are hereby ratified and confirmed. In the event of any conflict between the Original Agreement, as amended by Supplement No. 1 and by Supplement No. 2, and this Supplement No. 3, the provisions of this Supplement No. 3 shall prevail.

Section 4. Counterparts. This Supplement No. 3 may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement No. 3 as of the day and year first-above written.

COUNTY OF YUBA, CALIFORNIA for itself and
on behalf of IMPROVEMENT AREA A OF THE
COUNTY OF YUBA COMMUNITY FACILITIES
DISTRICT NO. 2005-1 (ORCHARD/MONTROSE
PUBLIC IMPROVEMENTS)

By: _____
Robert Bendorf,
County Administrator

JOHN MOURIER CONSTRUCTION INC., a
California Corporation

By: _____
John L. Mourier, III,
President

25002.13:J14641

The County of Yuba

District Attorney



TO: Board of Supervisors

FROM: District Attorney, Patrick McGrath

SUBJECT: Approve sole source purchase and authorize the District Attorney to sign on behalf of Yuba County a contract with Karpel Solutions for case management software.

DATE: May 23, 2017

NUMBER: 218/2017

Recommendation

Recommend that the Board approve sole source purchase justification and authorize the District Attorney to sign on behalf of Yuba County a contract with Karpel Solutions for case management software.

Background

The Yuba County District Attorney's Office uses a digital case management system to file, store, retrieve, and print information relative to the approximately 4,000 investigative referrals received and approximate 3,000 cases filed with the court each year.

The current system is a SunGard product (JALAN) that has been in since 1999 and is in need of replacement. It is reliant on an AS 400 server platform, is outmoded, and SunGard is not offering any upgrades or future support for this line of product. Consequently, the office is in need of a new case management system that is prosecution specific, "cloud based" and not server based, affordable, compatible with the conversion of existing JALAN data, and capable of potential integration with the Superior Court's independent case management system.

The Office proposes to purchase the "Prosecutor by Karpel" product offered by Karpel Solutions of St. Louis, Missouri (www.karpel.com). The Office is seeking approval of a sole source purchase and authority for the District Attorney to sign the purchase contract on behalf of Yuba County.

Discussion

Karpel Solutions has specialized in the development, installation, and support of prosecutor specific case management systems for over 20 years, and currently has over 7,000 users in the United States. It is currently in use by 19 of the 58 District Attorney's offices in California, including 12 small counties (including Sutter County).

Karpel has abilities and experience specific to this proposed project. Karpel has experience converting offices from the JALAN product to the Karpel product, and Karpel's cost proposal includes the conversion of existing JALAN data into the Karpel product at a fixed price. Adoption of the Karpel product would also allow data sharing (read only) between the Sutter County District Attorney's Office Karpel system and this Office, allowing case and information to be shared on mutual defendants between both offices. In addition, Karpel is developing a data sharing portal that provides the potential to integrate information with the Superior Court's system.

Legal Services Supervisor Tonya English and District Attorney Patrick McGrath have conducted a site visit to the Monterey County District Attorney's Office, which has used the Karpel product since 2013. The visit included a comprehensive review of the actual use of the product and interviews with legal support staff, line prosecutors, and administrative support personnel. District Attorney McGrath has also solicited and received favorable reviews from Karpel product users in the San Mateo, Amador, and Glenn County District Attorney's Offices.

Sole source purchase approval was given by the IT Manager and Administrative Services Director.

Upon approval, the project would begin immediately with an estimated completion between 90 and 120 days. The projected "go live" date is October 16th, 2017.

Committee Action:

This item was not reviewed by Committee in order to receive contract authorization prior to the expiration of FY 16/17 and expend funding appropriated for the project his fiscal year.

Fiscal Impact:

The Karpel cost proposal is \$76,200 (includes all software, installation, training, and first year user and support costs) and an additional \$750 for the data sharing portal with the Sutter County District Attorney's office, for a total cost of \$76,950. The contract provides for payment over two fiscal years: \$16,875 upon contract signing (FY 16/17) and the balance due upon completion of installation and user training (FY 17/18).

\$38,675 was appropriated in the current fiscal year for project costs. The balance of this funding after contract signing will be encumbered for use in FY 17/18. The remaining balance of the project cost (\$38,275) has been included in the District Attorney's FY 17/18 requested budget.

Annual support costs for the Karpel system is \$8,400, with is less than the current annual support costs for the JALAN system (\$10,500 plus).

Funding for the ancillary costs of upgrading desktop computer stations for 15 users was appropriated and expended in this fiscal year (\$11,880).

Attachments

Sole Source Justification Request

Yuba County Purchasing and Contract Policy Manual requires purchases to be competitively awarded. Competition is not only our policy, it offers numerous advantages, is a good business practice, and sends a clear message to our community that the County will obtain goods and services through competition in a fair and open manner. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

How to Request

Except for consultants, sole source requests must be in written form, signed by department head/elected official and attached to purchasing requests when submitted to Administrative Services. Sole source requests for consultants will be approved by the County Administrator's Office.

Describe the item or service, its function, and the total cost estimate (state labor and materials separately):

Prosecution specific case management system to replace the legacy JALAN system which is no longer supported by SunGard. The selected product is "Prosecutor by Karpel" and the vendor is Karpel Solutions of St. Louis, Missouri (www.karpel.com). Costs of implementation include upgrading existing CPU hardware for 15 staff at a cost of \$12,763; the Karpel cost proposal (cloud hosted system, including data conversion and data sharing with the Sutter County DA system) is \$77,950, for a total implementation cost of \$89,713.

Reason for sole source request:

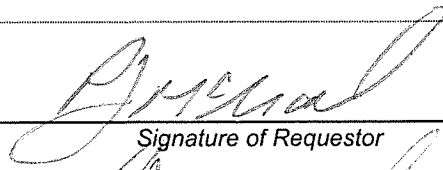
- ☒ There is only one known source because:
- ☐ This is a sole provider of a licensed, copyrighted or patented good or service.
 - ☐ This is a sole provider of items compatible with existing equipment or systems.
 - ☐ This is a sole provider of factory-authorized warranty service.
 - ☒ This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County.
- ☒ One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the County's codes and policies not in the best interest of the County.

What steps were taken to verify that these goods or services are not available elsewhere?

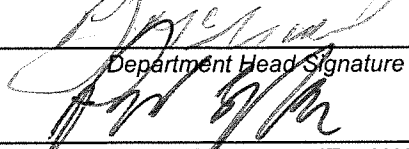
- ☐ Other brands/manufacturers were examined (List brands and why they were rejected)
- ☐ Other suppliers were contacted (List the names and phone numbers and explain why these were not suitable by attached memorandum.)
- ☒ Other (Explain by attached memorandum)

BUDGET APPROVAL: ☒ YES ☐ NO


DEPARTMENT CONTACT PERSON Tonya English	PHONE 7762
REQUESTED VENDOR/CONSULTANT NAME Jane Quick; Karpel Solutions	VENDOR CONTACT PHONE NUMBER jquick@karpel.com ; 314-892-6300 x 141



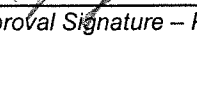
Signature of Requestor



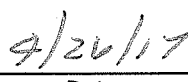
Department Head Signature




Approval Signature – IT MANAGER



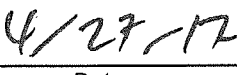
Approval Signature – PA OR CAO



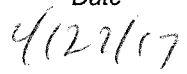
Date



Date



Date



Date

Memo in Support of Sole Source Request

Background

The Yuba County District Attorney's Office uses a digital case management system to file, store, retrieve, and print information relative to the approximately 4,000 investigative referrals received and approximate 3,000 cases filed with the court each year.

The current system is a SunGard product (JALAN) and has been in use in the office since 1999. The product is server based and is integrated with the JALAN/SunGard information management products currently used by the Probation Department and Sheriff's office. Until recently, the SunGard products were also integrated with the Superior Court, allowing the system to "push/pull" information between the County departments and the Court. In 2016, the Court discontinued the use of JALAN and converted to an independent, non-integrated system sold by Tyler Industries.

The current JALAN system requires replacement. It is reliant on an AS 400 server platform, is outmoded, and SunGard is not offering any upgrades or future support for this line of product. Consequently, the office is in need of a new case management system that is prosecution specific, not server based, affordable, compatible with the conversion of existing JALAN data, and capable of potential integration with the Tyler system.

The Office proposes to purchase the "Prosecutor by Karpel" product offered by Karpel Solutions of St. Louis, Missouri (www.karpel.com). Karpel Solutions has specialized in the development, installation, and support of prosecutor specific case management systems for over 20 years, and currently has over 7,000 users in the United States.

The Karpel cost proposal and Project Approach are attached.

Karpel Solutions has the following capabilities and specialized experience critical to the proposed project:

1. The product is specific to the needs and operation of a prosecutor's office and is not dependent on the purchase of peripheral software from additional vendors.
2. The product is compatible with existing digital hardware, is cloud hosted, and eliminates dependency on the AS 400 platform (a County IT goal). All data storage and backup/recovery services are provided by Karpel.
3. The Karpel cost proposal includes all software/licensing, installation services, data conversion, onsite training, and first year annual support at a fixed price. The Karpel proposal allows costs to be apportioned over both the 16/17 and 17/18 fiscal years. Annual system maintenance is estimated at \$8,400, which is below the annual JALAN maintenance costs.
4. Karpel has significant market share in providing its product to District Attorney's offices in California. Since 2010, nineteen of 58 offices have contracted for the use

the Karpel product. No counties have since discontinued their association with Karpel. Significantly, twelve small counties have contracted with Karpel:

- San Benito
- Modoc
- Mariposa
- Amador
- Glenn
- Del Norte
- Inyo
- Lassen
- Tuolumne
- Siskiyou
- Plumas
- Sutter

5. Karpel has prior experience (4 California counties) converting offices from the JALAN product to the Karpel product, including the conversion and migration of existing JALAN data into the Karpel product.
6. Adoption of the Karpel product would provide for a unique optional data sharing portal (read only) between the Sutter County District Attorney's Office Karpel system and this Office, allowing case and defendant information to be shared digitally between both offices. This is a particularly helpful feature as both offices often have open current cases against mutual defendants.
7. Karpel is currently in the process of developing a data sharing portal between its product in use in Merced County and that court's Tyler system. If successful, the portal would provide integration ("push/pull") between the systems similar to the prior JALAN integration.
8. The Karpel proposal outlines a 90 to 120 day implementation period.

In January of this year both Legal Services Supervisor Tonya English and District Attorney Patrick McGrath conducted a site visit to the Monterey County District Attorney's Office, which has used the Karpel product since 2013. The visit included a comprehensive review of how the product is used, including interviews with legal support staff, line prosecutors, and administrative support personnel. The review also included live demonstrations using actual cases and case filings.

District Attorney Patrick McGrath has also solicited and received favorable reviews from Karpel product users in the San Mateo, Amador, and Glenn County District Attorney's Offices.

A product offered by Journal Technologies (originally known as New Dawn Technologies) was also considered. Journal Technologies, which since 2012 has been a subsidiary of the Daily Journal Corporation, provides case management software for courts and related justice agencies in the United States. Adoption of the Journal product would preclude data sharing with the Sutter County District Attorney's office and the potential for future data sharing with the Tyler system.

Attachments: Karpel cost proposal; Karpel Project Approach;
Karpel proposed contract; Karpel proposed Agreement



9717 Landmark Parkway Dr. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 •

District Attorney's Office
Yuba County, California

HOSTEDbyKarpel Agreement

For



A Hosted Solution

TABLE OF CONTENTS

1. DEFINITIONS 2

2. FEES AND TERMS 3

3. SERVICE LEVEL COMMITMENT 4

4. CUSTOMER OBLIGATIONS 4

5. CONFIDENTIALITY 5

6. OWNERSHIP OF INTELLECTUAL PROPERTY 6

7. WARRANTY 6

8. LIMITATION OF LIABILITY 7

9. INDEMNIFICATION 7

10. TERMINATION 8

11. MARKETING 9

12. GENERAL PROVISIONS 9

13. ENTIRE AGREEMENT 11

This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Yuba County, a political subdivision of the State of California (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into the contract below wherein Karpel Solutions agrees to provide internet based software hosting through HOSTEDbyKarpel of the copyrighted software program known as PROSECUTORbyKarpel® that has been licensed to Client.

1. DEFINITIONS

- a. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
- b. "Client Content" means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
- c. "Enhancements" means any specific configurations or customizations to the Software, which Client may request and Karpel Solutions agrees in writing to provide.
- d. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
- e. "Intellectual Property" means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.
- f. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
- g. "Personally Identifiable Information" means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.
- h. "PbK" means the PROSECUTORbyKarpel criminal case management system and specifically the Client's licensed copy of PROSECUTORbyKarpel.

- i. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet based hosting of the Client's licensed copy of PbK through the Website.
- j. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
- k. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
- l. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service

2. FEES AND TERMS

- a. FEES. Client will pay Karpel Solutions \$5 per month for each user that has access to the Software through the Service and Website. A total of 15 users of Client are authorized access to the Service under this Agreement and the aggregate space for all users and all information hosted by the Service is limited to one terabyte (1TB) of storage. Additional users can be added at any time by Client at a rate of \$5 per month. If storage exceeds 1TB, any additional storage above 1TB will be billed at a flat rate of \$125 per 1TB / per month with no additional notice provided to the Client. Client will be billed on an annual basis.

In the event Client or Karpel terminates this agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions for work in connection with the return of Client Content and Confidential Information.

Client will pay Karpel Solutions a flat one-time fee of \$1000.00 for the migration of their PbK licensed copy to the Service accessible through the Website

- b. TERM. The term of this Agreement shall be for (1) year and will begin upon Karpel Solutions' receipt of Client's full payment of the applicable fees for a year. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless either Karpel Solutions or Client gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing of subsequent annual terms may be subject to change at the sole discretion of Karpel Solutions.
- c. INTEREST AND LATE FEES: Interest shall accrue on any outstanding balance at the rate of ten percent (10%) per annum.

3. SERVICE LEVEL COMMITMENT

- a. **UPTIME.** Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.
- b. **SCHEDULED MAINTENANCE.** Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.
- c. **DATA RETENTION AND BACKUPS.** As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.
- d. **AUDITS AND SECURITY.** Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.
- e. **DATA TRANSMISSION.** Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally-recognized domain registrar and certificate authority.
- f. **DATA LOCATION.** Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

4. CUSTOMER OBLIGATIONS

- a. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. KARPel SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access the Service and Website. Karpel Solutions is not liable for any unauthorized access to the Service and Website,

including without limitation access caused by failure to protect the login and password information of users.

- b. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
- c. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

5. CONFIDENTIALITY

CONFIDENTIALITY. Confidential Information may not be, directly or indirectly, copied, reproduced, or distributed by either party to the Agreement receiving the Confidential Information except to the extent necessary for the receiving party to perform under the terms of this Agreement and only for the sole benefit of the party disclosing the Confidential Information. The party to the Agreement receiving Confidential Information may not, directly or indirectly, sell, license, lease, assign, transfer or disclose the Confidential Information of the disclosing party, except as allowed under the terms of this Agreement or upon written consent of the disclosing party.

- a. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software may be confidential Personally Identifiable Information. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information. Karpel Solutions shall have no liability for disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.
- b. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.
- c. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance,

criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. **KARPEL SOLUTIONS OWNERSHIP.** Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service and related Intellectual Property. Any suggestions, solutions, improvements, corrections or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge.
- b. **CLIENT OWNERSHIP.** Client retains all rights, title and interest in and to the Client Content, and all related Intellectual Property. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully-paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

7. WARRANTY

- a. **LIMITED WARRANTY.** Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement.
- b. **INTERNET.** Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
- c. **SYSTEM REQUIREMENTS.** Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of the Services or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.
- d. **WARRANT LIMITATION.** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software or Documentation by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software,

data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software or Documentation, (iv) misuse of the Software or Documentation by, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.

- e. **DISCLAIMER.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.
- f. **EXCLUSIVE REMEDIES.** If the Website, or Services provided under this Agreement does not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions sole obligation shall be to correct or modify the Website or Services, at no additional charge. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming or Services, even if such remedy fails of its essential purpose. You may also terminate this Agreement as set forth in the termination provision of this Agreement.

8. LIMITATION OF LIABILITY

KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. UNLESS OTHERWISE SPECIFICALLY STATED, ALL REMEDIES AVAILABLE UNDER THIS AGREEMENT AND ALL REMEDIES PROVIDED BY LAW, WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE. REGARDLESS OF THE FORM OF ANY CLAIM CLIENT MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, KARPEL SOLUTIONS LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

9. INDEMNIFICATION

- a. **CLIENT'S INDEMNIFICATION.** Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, based on allegations arising as a result of use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any

unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content that infringes any third party Intellectual Property, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that violates the privacy rights or the rights to Personally Identifiable Information of a third party.

- b. KARPEL SOLUTIONS' INDEMNIFICATION. Karpel Solutions will at its own expense (including payment of attorneys' fees) defend Client in the event that any suit is brought against Client based on a claim that the Software directly infringes any valid U.S. Intellectual Property right and shall indemnify Client from any amounts assessed against Client in a resulting judgment or settlement of such claims. Karpel Solutions will not be liable for any cost or expense of defense Client incurs in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent.

Notwithstanding the foregoing, Karpel Solutions has no obligations under this Section in the event any infringement claim is solely or in part based upon or arising out of any modification or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or outside the scope of this Agreement, or (vi) the use of the Software in a manner for which it was neither designed nor contemplated.

Karpel Solutions' aggregate liability and obligation under this Section will be will not exceed the fees Client has paid to Karpel Solutions under this Agreement in the previous twelve (12) months. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation, with respect to any suit or claim for infringement or misappropriation of third party Intellectual Property or other right by the license and/or use of the Software.

- c. NOTIFICATION. The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party provided the settlement or disposal materially adversely impacts the indemnified party.

10. TERMINATION

- a. TERMINATION. Client may terminate this Agreement, without cause, on thirty (30) days written notice. Karpel Solutions may terminate this Agreement on thirty (30) days written notice.

- b. **RIGHTS AFTER EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

11. MARKETING

Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Karpel Solutions may use any non-Confidential Information; such as aggregate statistical information as part of Karpel Solutions overall statistics for marketing or promotional efforts.

12. GENERAL PROVISIONS

- a. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
- b. **MODIFICATION AND WAIVER; SEVERABILITY.** Any modifications of this Agreement must be in writing and signed by both parties. A waiver by either party of a term or condition will not be deemed a waiver of any other or subsequent term or condition. Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, or otherwise invalid, the offending term or provision will be modified to the minimum extent necessary to render it enforceable. If such modification is not possible, the term or provision will be severed from this Agreement with the remaining terms to be enforced to the fullest extent possible under the law.
- c. **FORCE MAJEURE.** Except for a party's payment obligations hereunder, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
- d. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties

in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.

- e. NOTICES. Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
mziemianski@karpel.com

- f. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of California, without regard to conflict of laws provisions. Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the parties must be brought exclusively in the appropriate court located in California, and Client expressly waives any and all objections regarding jurisdiction and forum non conveniens. If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

13. ENTIRE AGREEMENT

By signing below, Client hereby agrees to the above Agreement. This document constitutes the entire agreement between Client and Karpel Solutions with respect to the subject matter discussed above. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Karpel Solutions. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. This Agreement will inure to the benefit of Karpel Solutions successors, assigns and licensees.

YUBA COUNTY

Name

Title

Date

KARPEL SOLUTIONS

Name

Title

Date

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: Courtney C. H.

INSURANCE PROVISIONS APPROVED:

Jill Abel
Jill Abel,
Human Resources Director and Risk Manager

**DISTRICT ATTORNEY'S OFFICE
YUBA COUNTY, CA
215 5TH STREET, STE. 152
MARYSVILLE, CA 95901**

CONTRACT FOR



PROSECUTORbyKarpel®



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TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
1. SCOPE OF WORK	3
2. OTHER INFORMATION.....	6
3. GENERAL CLIENT RESPONSIBILITIES.....	6
4. INVESTMENT SUMMARY.....	7
5. ANNUAL SUPPORT.....	9
6. LICENSE TERMS AND USE	11
7. MASTER TERMS AND CONDITIONS	13
8. SECTION 8. INSURANCE.....	15



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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Yuba County, a political subdivision of the State of California (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into this contract including the Master Terms and Conditions set forth below wherein Karpel Solutions agrees to sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as "PbK").

1. SCOPE OF WORK

The following Scope of Work represents the services required to reach the proposed solution and a successful project. Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

PROSECUTORbyKarpel Implementation Timeline

<u>Deadline</u>	<u>Tasks and deliverables</u>	<u>Days out</u>
#####	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Server and Workstation requirements are explained to agency project manager. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction. The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible.	120
#####	Server & PC assessment completed and any necessary hardware or software ordered to meet PBK Installation Prerequisites.	100
#####	<u>2 days onsite pre-implementation meeting with project manager and System Administrators. PBK Overview WITH the 1st data conversion complete!</u> Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions and interface definitions. PBK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted.	90
#####	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.	80



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#####	1st Data Conversion Webinar is reviewed on Karpel servers along with the PBK Pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Interfaces are reviewed and analyzed to define testing procedures.	60
#####	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	45
#####	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	45
#####	The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PBK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.	35
#####	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.	35
#####	2nd Data Conversion Review Webinar - Karpel will install the preliminary data conversion on the Agency's pre-production site for this Webinar including completed Document templates and Event Entry Configuration. Agency will begin validating the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will begin. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin testing of all application interfaces. (*at this point, data conversions will be repeated as many times as deemed as necessary by our data conversion experts to correct data conversion anomalies reported in the data validation spreadsheets.)	30
#####	Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.	21
#####	Complete installation and testing of all workstations by Karpel Solutions or local IT support.	14
#####	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.	7



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#####	Final Legacy Data received by Karpel.	3
#####	Final Data Conversion is loaded. Karpel trainers arrive at the training room. Final configuration of PBK is performed with all system administrators present. User training begins. Customer begins using PBK in a live state.	<u>Go Live</u>

This schedule will be modified as mutually agreed upon by Client and Karpel Solutions. Client is aware the bulk of work resides with Karpel Solutions. Karpel Solutions schedules and builds work plans based on go-live dates agreed to by both parties. When dates are moved by client that are outside of Karpel Solutions control a fee of 10% of the contract total will be assessed.

DOCUMENT CONVERSION AND SCOPE OF WORK

Document conversion consists of Karpel Solutions converting existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK on a best effort basis. Karpel Solutions does not support nor will convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and Corel WordPerfect®

Karpel Solutions will provide hosting of PbK subject to the terms and conditions set forth in the Agreement for PROSECUTORbyKarpel Hosting.



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2. OTHER INFORMATION

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by client prior to start of such work. No additional charges will be incurred without prior written approval from client.

3. GENERAL CLIENT RESPONSIBILITIES

In order for the project to be completed on time and on budget, Client should be able to provide at a minimum:

1. Access to client facilities, computers, servers, network infrastructure and software as deemed necessary by the Karpel Solutions project manager during the project timeline through go-live.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. Unlimited secure access to all PbK production servers, 24 hours a day, 7 days a week for overnight and weekend data conversions.
 - b. PbK application access using Karpel Solutions laptops and clients network for training and application testing. Setup by Karpel System Administrators with assistance by client IT.
 - c. Installation of the Karpel Solutions remote support tool (TeamViewer) on all desktops executing the PbK application. This tool requires the user to initiate the support connection.
3. Access to client data along existing servers and systems containing data if such data is to be converted and populated by Karpel Solutions into PbK.
4. Completion of the PROSECUTOR by Karpel Pre-Load Spreadsheet as directed in the above Scope of Work Timeline.
5. Data validation of converted cases from the legacy system as directed in the above Scope of Work Timeline.
6. Document Template validation of all converted templates as directed in the above Scope of Work Timeline.
7. Definition, client development and client testing of all external interfaces as directed in the above Scope of Work Timeline.
8. An authorized contact person to assist in the definition of any project unknowns and authorized to approve the completion of each task.

Failure of Client to provide the above access and assistance can cause extended delays to resolving potential issues with the PbK application. Delays in allowing support access nullifies any set SLAs. No access to the PbK server and user workstations to provide support and updates can render the Karpel Solutions support agreement null and void. Support will not be provided if the installed version is greater than two versions behind the current release.



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4. INVESTMENT SUMMARY

Karpel Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below,

Hosted Option

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKARPEL	15	\$2,250	\$33,750
Total Software			\$33,750

Installation Services	Qty.	Price	Total
Hosted PBK SQL Database install/ configuration	1	\$1,000	\$1,000
Client Support Tool/Scanning tool install and system compatibility check	15	\$50	\$750
Total Installation Services			\$1,750

Professional Services	Qty.	Price	Total
Project Management		no cost	\$0
Onsite Pre-implementation Meetings (days)	2	\$1,200	2 resources \$4,800
*Data Conversion (JLAN)	1	\$25,000	(\$15,000) \$10,000
Document Conversion (up to 50 documents)	1	\$1,250	\$1,250
Total Professional Services			\$16,050

*This is a fixed bid for data conversion

Onsite Training Services	Qty.	Price	Total
Go-Live Training days (includes system admin training and onsite support)	5	\$1,200	2 trainers \$12,000
Total Onsite Training Services			\$12,000

We recommend 2 training resources for offices of 10 or more

Annual Support	Qty.	Price	Total
PROSECUTORbyKARPEL	15	\$450	\$6,750
Hosted Services (\$5/user/month)	15	\$60	Annual \$900
Total Annual Support Services			\$7,650

Estimated Expenses -

Travel expenses include airfare, lodging and ground transportation	\$5,000
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Total 1st Year Project Cost (excluding any applicable taxes)	\$76,200
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Optional Services/Cost	Qty.	Price	Total
*Adobe Acrobat Professional	1	\$400	
HostedbyKarpel Hosted eDiscovery		\$1	per submission
Document conversion (per document)	1	\$25	
Law Enforcement Interface (configuration/setup)	1	\$5,000	per agency
<i>Law Enforcement Interface Annual Support Fee</i>	1	\$1,000	
Court Interface (configuration/setup)	1	\$5,000	
<i>Court Interface Annual Support Fee</i>	1	\$1,000	
External Agency View	1	\$5,000	
<i>External Agency View Annual Support</i>	1	\$2,000	
eSubpoena for Law Enforcement (includes External Agency View)	1	\$10,000	
<i>eSubpoena Annual Support</i>	1	\$2,000	
Post Implementation training- on site (min 1 day)		\$1,200	Plus Travel Expenses
Post Implementation training- on-line (min 2 hrs.)	2	\$150	\$300
Hourly rate for personnel	1	\$150	
Data Sharing Portal with Sutter County	15	\$50	Annually \$750

*Interfaces must conform to the appropriate PROSECUTORbyKarpel Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate PROSECUTORbyKarpel IEPD, will require Karpel development review before approval and will incur additional development and maintenance costs.

This fee does not include additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate PbK. Said expenses are the Client's sole responsibility.

Server installation includes application SQL database and configuration of SQL Server for PbK® and shall be performed by Karpel Solutions due to the complexity of the configuration.

Travel expenses include airfare, lodging and ground transportation.

As with any project, all prices are subject to change as new information arises or as workload increases. Karpel Solutions will seek approval from Client if more work will be necessary to make the changes along the way, as described above.

Payment Terms

Payment schedule to be 50% of Software User Licenses due upon signed contract agreement and the remaining cost due upon completion of implementation and training.

Payment 1: Contract Signing	\$16,875
Payment 2: Completion of installation and user training:	\$59,325

5. ANNUAL SUPPORT

5.1.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The initial support period shall begin from the date of software installation as part of the initial licensing purchase. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually as referenced in Section 5 above. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if the Client discontinues annual support it will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set for by Karpel Solutions and the Client is current with annual support payments then Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract.

5.1.2 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

5.1.3 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of fifteen (15) hours a day. Technical support services shall be available between the hours of 6:00 a.m. through 9:00 p.m. Central time, via a toll free telephone number provided.

5.1.4 INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all PbK program changes, updates and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users.

5.1.5 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:



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The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use PbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but is severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the Client.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.



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6. LICENSE TERMS AND USE

This software, PbK is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use only by the terms set forth below.

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (40 hours per week), nor more than two (2) part-time employees or users, working no more than 40 hours per week together. The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.
3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.
3. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full time employee. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.
5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.



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IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Master Terms and Conditions set forth below to be executed on the date first above written. This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. If not accepted within thirty (30) days, Karpel Solutions reserves the right to withdraw this proposal. Should any adjustments to this proposal become necessary; Karpel Solutions will draft and present a "Change Order" to Client for its review and approval. This offer is entire agreement between the parties, and no oral agreements or other written documents, exclusive of the attached exhibits are part of the agreement. Any modifications of this agreement must be in writing, and prior to acceptance of this offer, Karpel Solutions reserves the right to make modifications to this offer. The signatories warrant they have the authority to bind their respective party.

Yuba County

Name

Title

Date

Karpel Solutions

Name

Title

Date

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: Courtney C. Jones

INSURANCE PROVISIONS APPROVED:

Jill Abel
Jill Abel,
Human Resources Director and Risk Manager



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7. MASTER TERMS AND CONDITIONS

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"), MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. **ACCEPTANCE TERM.** The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. **PAYMENT TERMS.** A statement for services rendered will be submitted by Karpel Solutions at the completion of the service. The invoice is payable upon receipt. Terms are Net thirty (30) days. Interest shall accrue on any outstanding balance at the rate of ten percent (10%) per annum. Karpel Solutions reserves the right to discontinue performing services for client in the event of nonpayment of services by client, and client agrees to reimburse Karpel Solutions for reasonable collection expenses on delinquent accounts, including attorney's fees and costs.
3. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time
4. **MODIFICATION AND WAIVER.** Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
5. **FORCE MAJEURE.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
6. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.



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7. **SOFTWARE ANOMALIES.** New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' services at the rate stated in the proposal whether or not a successful solution is achieved.
8. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of PbK and licenses of PbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of PbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Karpel Solutions will not conduct an audit more than once per year.
9. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
10. **MATERIALS.** Client will pay Karpel Solutions for materials purchased for the client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for client. Upon mutual agreement, client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.
11. **TERMINATION.** Client may terminate, without cause, the Annual Support portion of this agreement on thirty days (30) written notice. Karpel Solutions may terminate the Annual Support portion of this Agreement on thirty (30) days written notice.
12. **COPYRIGHT.** Karpel Solutions reserves the right to seek damages if Client is responsible for a subsequent violation of Karpel Solutions' copyright, and Client assumes responsibility for the acts and omissions of its agents acting in the course of their duties or otherwise with respect to the protection of Karpel Solutions' copyright.



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8. SECTION 8. INSURANCE

8.1 Insurance: Without limiting Contractor's indemnification of County, Contractor shall provide and maintain at its own expense during the term of this Agreement, the following insurance coverages and provisions:

(a) Prior to commencement of this Agreement, Contractor shall provide Certificates of Insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall either be attached to the Certificate or certified as issued on the Certificate. All Certificates shall be sent to the following address:

Yuba County
Risk Manager
915 8th Street, Suite 113
Maryville, CA 95901

Contractor shall not proceed with the work under this Agreement until it has obtained all insurance required and Certificates of Insurance have been provided to County. All Certificates of Insurance shall provide that County will receive thirty (30) days prior written notice of cancellation or any major modification of the insurance coverage before the expiration date.

(b) Should, consistent with the terms of this Agreement, any of the work under this Agreement be subcontracted, the Contractor shall require each of its subcontractors to provide the insurance required herein, or Contractor may name the subcontractors as additional insureds under its own policies.

(c) Insurance Required:

(1) Comprehensive General Liability Insurance or Commercial Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than One Million Dollars (\$1,000,000.00) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate, it must be no less than Two Million Dollars (\$2,000,000.00). Each type of insurance shall include coverage for Premises/Operations, Products/ Completed Operations, Contractual Liability, Broad Form Property Damage, XIC/U Hazards and Personal Injury. For either type of General Liability insurance, coverage shall include the following endorsements:

i. Additional Insured Endorsement: Insurance afforded by this policy shall also apply to the County of Yuba, and members of the Boards of Supervisors of Yuba County, the officers, agents and employees of Yuba County, individually and collectively, as additional insureds.

ii. Primary Insurance Endorsement: Insurance afforded by the Additional Insured Endorsement shall apply as primary insurance, and other insurance maintained by the County of Yuba, their officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.



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iii. Notice of Cancellation or Change of Coverage Endorsement: Insurance provided by this policy shall not be canceled or changed so as to no longer meet the specified Yuba County insurance requirements without thirty (30) days prior written notice of such cancellation or change being delivered to County at the address to which the Certificate of Insurance is sent as specified above.

iv. Severability of Interest Endorsement: Insurance provided by this policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the policy's limits of liability.

(2) Professional Errors and Omissions Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) and written on an occurrence basis. If coverage is written on a claims made basis, such policy shall provide that:

- i. The policy retroactive date coincides with or precedes Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- ii. If the policy is terminated for any reason during the term of this Agreement, Contractor shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.
- iii. If this Agreement is terminated or not renewed, Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years thereafter. If that policy is terminated for any reason during the two year period, Contractor shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy coinciding with or preceding the retroactive date of the terminating policy.

All Professional Liability policies maintained pursuant to this section shall either be endorsed to name the County of Yuba and, members of the Board of Supervisors of the Counties of Yuba, and officers, agents and employees of the Counties of Yuba, individually and collectively as additional insureds, or endorsed to provide that the insurance provided by the policy shall apply to liability assumed by the Contractor under written contract with County.



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(3) Workers' Compensation and Employer's Liability Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.

(4) Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

LIMITED WARRANTIES, LIMITATION OF LIABILITY

1. **LIMITED WARRANTY.** Karpel Solutions warrants it will perform all services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. No representations or warranties as to the use, functionality or operation of PbK are made by Karpel Solutions other than as expressly stated in this Agreement.
2. **INTERNET AND NETWORK.** Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. **PASSWORD PROTECTION.** Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the PbK. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to PbK. Karpel Solutions is not liable for any unauthorized access to PbK and data or information contained therein, including without limitation access caused by failure to protect the login and password information of users.
4. **SYSTEM REQUIREMENTS.** Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.



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5. **THIRD PARTY SOFTWARE.** Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
6. **LIMITED ENGAGEMENT.** Due to the limited nature of Karpel Solutions' engagement by client, Karpel Solutions makes no express or implied warranties as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at client's facilities or as may be added by the client.
7. **DISCLAIMER.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF PBK WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF PBK WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.

KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Karpel Solutions employees. Client further agrees that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees, and further agrees that such hiring away would substantially disrupt the essence of Karpel Solutions' business and ability to provide its services for others, and as such Karpel Solutions cannot agree to such a hiring. The Client acknowledges that Karpel Solutions employees work for Karpel Solutions under a non-competition agreement; therefore, Client agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Karpel Solutions employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

CONFIDENTIALITY

1. **CONFIDENTIALITY.** Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party.
2. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the PbK may be confidential personally identifiable information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of personally identifiable information of third parties. Karpel Solutions shall have no liability for disclosure of personally identifiable information caused by Client's own negligence or misconduct.



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3. **DISCLOSURE REQUIRED BY LAW.** In the event that any confidential or proprietary information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the confidential information requested.
4. **SIMILAR PROGRAMS AND MATERIALS.** Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to Client.
5. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

MARKETING

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.
2. Provided Karpel Solutions does not violate the provisions of the foregoing section regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

MISCELLANEOUS

1. **ELECTRONIC DOCUMENTS.** To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. **SEVERABILITY.** If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect. This is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, relating to the subject matter of this Agreement.



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3. ENTIRE AGREEMENT. This Agreement constitutes the sole agreement between client and Karpel Solutions with respect to the subject matter hereof. It may not be modified or assigned except by written agreement of Client and Karpel Solutions.
4. NOTICES. Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
9717 Landmark Parkway Dr., Suite 200
St. Louis, MO 63127
(314) 892-6300
mziemianski@karpel.com

5. GOVERNING LAW. The parties agree that California law applies to all matters of interpretation of this agreement. The parties further agree that the prevailing party shall be entitled to a judgment for its reasonable attorneys' fees and costs.

The County of Yuba

Sheriff-Coroner



TO: Board of Supervisors

FROM: Steven L. Durfor, Sheriff- Coroner

SUBJECT: Sheriff-Coroner: Authorize Sheriff to contract with Citygate Associates, LLC to conduct a comprehensive services delivery and staffing review, and Contingency Fund Transfer in the amount of \$20,000 to Account No. 108-2700-422-2300, Professionals Services, and authorize Sheriff to execute contract.

DATE: May 23, 2017

NUMBER: 226/2017

Recommendation:

It is recommended that the Board of Supervisors authorize the Sheriff to contract with Citygate Associates, LLC per the attached proposal to conduct a comprehensive services delivery and staffing review, approve Contingency Fund transfer in the amount of \$20,000 to account number 108-2700-422-2300 Professional Services, and authorize Sheriff to execute contract.

Background:

The Yuba County Sheriff's Department provides first responder protection to nearly 74,000 residents, 24 hours a day, seven days a week. It is the responsibility of the men and women of the Sheriff's Department to keep our community safe. Carrying out this responsibility requires a number of employees in several classifications, making staffing levels in many of these classifications vital to the department's mission. Allocated staffing levels in the Sheriff's Department have remained relatively static for patrol and dispatch operations since 2007. Due to a combination of factors in the last few years staffing levels, particularly in these two classifications, have become nearly unmanageable, which threatens to undermine the public's safety.

Discussion:

Recently, the Sheriff, along with the County Administrator and Human Resources worked together to create a strategic plan in an effort mitigate the most pressing areas of concern for the short term. With these immediate needs addressed, we are now looking to create a long term plan to assure that the department's mission is met, now and in the future. Citygate Associates, LLC has an extensive background in public safety field services deployment, support services staffing assessments, and financial analysis/strategies. Over the last 15 years, Citygate has performed over 300 public safety studies and has assisted 27 of the 58 counties in California. The attached proposal outlines the scope of work as well as the project costs to perform the review.

Committee Action:

The Law and Justice Committee recommended approval at the April 25, 2017 meeting.

Fiscal Impact:

Overall project costs are not to exceed \$90,112, as outlined in Section 4-Pricing Proposal. The anticipated cost for the current fiscal year is \$20,000, which will be funded through General Fund Contingencies. Budget transfer request is attached.

Attachments:

226/2017 Citygate Associates, LLC Proposal to Conduct a Comprehensive Services Delivery and Staffing Review

226/2017 Budget Adjustment Request Form

PROPOSAL TO CONDUCT A COMPREHENSIVE SERVICES DELIVERY AND STAFFING REVIEW

YUBA COUNTY SHERIFF'S DEPARTMENT

FEBRUARY 8, 2017





2250 East Bidwell Street, Suite 100 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

February 8, 2017

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

RE: PROPOSAL TO CONDUCT A COMPREHENSIVE SERVICES DELIVERY AND STAFFING REVIEW

Dear Sheriff Durfor:

Citygate Associates, LLC is pleased to present our proposal to the Yuba County Sheriff's Department to perform a Comprehensive Services Delivery and Staffing Review. This introductory letter explains why Citygate is exceptionally qualified to perform this engagement.

We have an extensive background in public safety field services deployment, support services staffing assessments, and financial analysis/strategies. Over the last 15 years, Citygate has performed over 300 public safety studies. Within recent years, we have conducted significant law enforcement reviews for the Monterey County Sheriff's Department, and the cities of San Luis Obispo, CA; Glendale, AZ; Santa Monica, CA; Eloy, AZ; Rancho Cucamonga, CA; Brea, CA; Maricopa, AZ; Goodyear, AZ; Provo, UT.

Over the last 15 years, Citygate has performed over 300 public safety studies.

We have assisted 27 of the 58 counties in California, and have a successful history of working in and near Yuba County to improve local governance. Citygate recently assessed the feasibility for shared fire services amongst the fire agencies of the valley floor of Yuba County. In addition, Citygate assisted the Wheatland Fire Authority in assessing the impacts and potential mitigations for a tribal casino and hotel operation.

In addition, Citygate's Project Team for this project consists of a retired Chief of Police, a retired Sheriff's Department Undersheriff, and a retired Sheriff's Department Captain, and together hold nearly 100 years of law enforcement experience.

As the County will learn from our references, Citygate has an outstanding track record with our clients. We strongly encourage the County to call our key project references—they are golden.

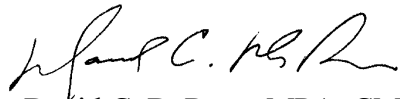
As the County of San Diego former CAO stated: “We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I’ve seen in my tenure here.” (Watch the video clip at this link: www.citygateassociates.com/sdcountyvideo)

This is not an isolated comment by one client, rather it is the rule. Time after time our clients say at the end of public presentations, “this was the best report/study we have ever received and now we finally understand the issues and choices...”

* * *

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate Associates, LLC. Please feel free to contact me at our headquarters office, located in Folsom, California at (916) 458-5100, extension 101 or via e-mail at dderoos@citygateassociates.com if you wish further information.

Sincerely,



David C. DeRoos, MPA, CMC
President

cc: Project Team

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Cover Letter	Precedes Table of Contents
Section 1—Scope of Work and Work Plan.....	1
1.1 Overview of Project	1
1.2 Scope of Work	1
1.3 Staffing Analysis Methodology	2
1.4 Work Plan Task Sequence	3
1.5 Final Report Components	9
1.6 Study Components With Which the Sheriff's Department Must Assist.....	10
1.7 Project Schedule.....	10
Section 2—Citygate Organization and Project Team	12
2.1 Citygate's Project Team.....	12
2.2 Necessary Project Team Skills.....	12
2.3 Project Team / Project Roles.....	13
2.4 Project Team Organization Chart	18
Section 3—Summary of Related Experience.....	20
3.1 Citygate Associates Project Experience.....	20
3.2 Project Descriptions	20
3.3 Client References	25
3.4 Citygate's Distinguishing Characteristics in the Marketplace.....	25
Section 4—Pricing Proposal.....	27
4.1 Project Cost/Billing.....	27
4.1.1 Overall Project Cost	27
4.1.2 Comm Center Solutions' Records and Communication Analysis Depth.....	27
4.1.3 Project Options.....	27

Yuba County Sheriff's Department

Proposal to Conduct a Comprehensive Services Delivery and Staffing Review

4.2	Citygate Cost and Billing Terms.....	28
4.3	Standard Hourly Billing Rates	29

Appendices

Appendix A Code of Ethics

Appendix B Project Team Resumes

Sam Spiegel, MSM	1
Matt Morgan	6
James Lewis	8
Eric Lind, MA.....	9
Lynn Freeman, MA, ENP	14
Danita Crombach, ENP	16
David DeRoos, MPA, CMC	20

SECTION 1—SCOPE OF WORK AND WORK PLAN

1.1 OVERVIEW OF PROJECT

Citygate Associates, LLC's Work Plan to provide a Comprehensive Services Delivery and Staffing Review of the Yuba County Sheriff's Department is presented in this document. Our Work Plan is designed to help determine how to best staff the Sheriff's Department to meet its mission, now and in the future. A performance review of the current delivery of services and recommendations of alternatives needed to meet current best practices is essential in determining the appropriate staffing levels. As such, our Work Plan addresses all facets of field, command, and support operations, including, but not limited to: the Operations Division, Patrol Division, Investigations, Communications and Records, Support Services Division, Crime Analysis, as well as the Reserve and Volunteer programs. Animal Control, and Corrections have been excluded from this study.

1.2 SCOPE OF WORK

Citygate's review of the Sheriff's Department will:

- ◆ Assess current sworn and professional (non-sworn) staff levels. We will evaluate the adequacy of staffing levels for current workload and meeting the Sheriff's Department's goals without curtailing service or requiring excessive overtime work. We will consider existing schedules, time for training, professional development, legal mandates, time off, illness, injuries, and attrition.
- ◆ Provide a structured and defensible methodology for Sheriff's Department's staff to use in projecting future staffing needs.
- ◆ Recommend staffing levels that will allow the Sheriff's Department to maintain or increase its current high levels of service, including: responding to all crimes and requests for service; maintaining robust crime prevention and community service programs; and maintaining youth services, investigation and forensic crime scene evidence collection, crime suppression, and other services currently offered by the Sheriff's Department.
- ◆ Analyze the impact on staffing levels and calls for service resulting from current and future County plans for economic development and future annexations.
- ◆ Wherever possible, use existing data for the analysis, such as the County's General Plan and other published planning documents, crime statistics, payroll and overtime work records, and computer-aided dispatch data. Sheriff's

Department staff will help provide historical data from the agency's computer systems and other County sources.

- ◆ Use a compilation of Community-Oriented Policing, Predictive Policing, and Data-Driven Policing strategies. We will assess efficiencies of calls for service. We will assess Community-Policing efforts as an on-going strategy; we will leverage the performance and evaluative processes in place, verifying the current effectiveness and efficiencies of the agency. This includes evaluating and contrasting data to overlay response time standards, deputy safety, and call prioritization.
- ◆ Conduct interviews with stakeholders, including County management and Sheriff's Department staff, to assess goals, expectations, and perceived workload levels.

1.3 STAFFING ANALYSIS METHODOLOGY

Staffing ratios in the form of officers (deputies) or employees per 1,000 population and response times have been the traditional guide for determining staffing levels. And although these indicators are still widely used and have some value, they have been touted for decades as the appropriate measures of "law enforcement performance." By today's standards in many aspects of the United States, they are no longer recognized as the *best* means for measuring law enforcement outcomes. There is a growing recognition that many of these measurements have not accurately reflected the benefits that should be realized as a consequence of good policing.

This is because such measures capture only a small portion of the value that law enforcement can provide, and minimally capture their accomplishments.

Current thinking about law enforcement staffing and performance reflects a move away from a more dominant focus on inputs and toward measuring the achievement of desired outcomes. It also reflects a greater interest in measuring overall organizational effectiveness, rather than merely citing various efficiencies that are often used as a poor substitute for the results or outcomes the public expects and deserves.

To be clear, this should not become an argument in favor of simply discarding or ignoring these more traditional measures. Such measures can be of value in comparing certain aspects of organizations, evaluating various types of cost and performance efficiencies, and assessing trends. However, many of those traditional measures are not the most reliable or accurate for capturing or evaluating results and effectiveness (which we define as something that is desired and actually accomplished as a direct result of our activities and inputs). Better and more refined measures can and should be adopted in the future, but those will likely be of minimal value unless known resource needs (personnel, support, and technology) and gaps are addressed first.

And that is what this comprehensive services delivery and staffing review can help provide for the Yuba County Sheriff's Department.

1.4 WORK PLAN TASK SEQUENCE

Our Work Plan for the comprehensive services delivery and staffing review of the Sheriff's Department is comprised of six (6) tasks. We intend to review our Work Plan and schedule with the County / Sheriff's Department project team prior to beginning work. After obtaining additional input, we will finalize our Work Plan and the accompanying schedule.

Citygate's Work Plan has been developed consistent with our Project Team members' experience in law enforcement management, support services, and field operations.

Task 1: Initiate and Manage the Project

Subtasks

- ◆ Develop detailed Work Plan schedule for the project.
 - We will develop a detailed, integrated work schedule and final project timeline. These tools will assist both the consultants and Sheriff's Department staff to monitor the progress of the study.
- ◆ Conduct conference call with Sheriff's Department staff representatives to initiate study.
 - A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. The senior members of our team will meet with Sheriff's Department and County representatives to correlate our understandings of the study's scope, and ensure that our Work Plan and project schedule are mutually agreeable.
- ◆ Obtain and review County / Sheriff's Department documentation.
 - We will develop and submit a list of all documents relevant to this project, including the County's General Plan, growth forecasts, any appropriate prior studies, Sheriff's Department documentation including (as available) dispatch data, fleet inventory, facility condition assessments, current personnel, equipment, other operating costs, and a myriad of other information. We will prepare a custom list of needed documents for the study and establish Dropbox folders for the Sheriff's Department to securely and easily transfer all electronic files. This preliminary step in the

engagement ensures that our time on site is used effectively and efficiently.

- This may require Yuba County's IT Department to give the team members the ability to accept and install Dropbox. To assure timely response to the document requests and establish a shared repository for those, our experience has proven Dropbox a secure, simple means to accomplish this.

Meetings

There will be one teleconference meeting during this task to kick-off the project, establish relationships, and set the information gathering into agreement and motion.

Task 2: Law Enforcement Services Delivery System Review

Subtasks

- ◆ Conduct a complete deployment review to analyze staffing needs and service demands.
 - We will begin our deployment review with an assessment of County risks and vulnerabilities, including infrastructure, demographics, gang and crime activity, regional anomalies, and public venues (including entertainment). Our vulnerabilities assessment will also include an assessment of the adequacy of Sheriff's Department technology.
 - We will collect and analyze patrol data over a period of time to document calls for service, response time, and self-initiated activity by beat, shift, and day of the week.
 - This review will consider prior incident response statistics to measure the effectiveness to desired goals, response time criteria, and call prioritization relative to the current deployment plan.
- ◆ Identify appropriate Departmental levels of deputy availability.
 - Based on the above data, we will develop a graphical representation of the deputy availability by time of day and day of week. The amount of available patrol time generally used by deputies for directed patrol, special projects, and community involvement varies from agency to agency. The Project Team will examine the nexus between deputy availability and the Department's Values, Vision, Mission, Goals, and industry best practices.

Yuba County Sheriff's Department

Proposal to Conduct a Comprehensive Services Delivery and Staffing Review

- ◆ Perform data analysis.
 - Given our conversations with the County about the data availability for this project, Citygate will rely on the Yuba County Sheriff's Department to provide a series of reports and data outputs.
 - We know how to assess the accuracy and reliability of data, how to determine relevancy of data in correlation to decision making processes, how to best convert insights into actionable content for varying analysis, and how to structure actionable content for optimal usability without additional workload for the client.
- ◆ (Optional) Conduct employee survey.¹
 - As an option for the Department to consider, at an additional cost, Citygate will conduct an on-line likert-scale survey of sworn Department members, professional staff, and volunteers on their attitudes concerning issues including, but not limited to, work load, comparative compensation, scheduling, morale, reputation of the Department, attitudes towards the philosophy of Community and Data-Driven Policing, and other items deemed appropriate for this study.
- ◆ (Optional) Conduct resident survey.²
 - As an option for the Department to consider, at an additional cost, Citygate will conduct a resident survey to provide us with perspectives from the residents and businesses in the County. Through this survey, we will gain an understanding about what services are priorities to the public, what services are meeting expectations, and if there are any gaps between citizen expectations and the delivery of services. The survey will be developed in coordination with the County.

¹ The employee survey will be internet-based. The County will be responsible for photocopying, distribution, and any other charges relating to hard copy versions of the survey, should that be needed. We assume that the survey will be created and launched in English only. If the County desires the survey to be available in other languages, the extra time necessary to build the additional surveys would be an additional cost.

² The resident survey is limited to 200 respondents. The resident survey will be internet-based and Citygate assumes the County will pay for any necessary postage, photocopying, or data entry. We would require the assistance of the County in providing email addresses (if possible) and developing and mailing invitation letters/postcards and other survey-related materials that may be necessary to encourage survey participation. We assume that the survey will be created and launched in English only. If the County desires the survey to be available in other languages, the extra time necessary to build the additional surveys would be an additional cost.

Meetings

There will be no meetings in this task.

Task 3: In-Depth Review of Department Functions and Staffing

Subtasks

- ◆ Perform in-depth review of Sheriff's Department.
 - We will further review agency documents to examine current resource utilization; schedules and attendance records; staff retention; compensation and incentives; and productivity and performance measures of major units. Our previous data analysis will be contrasted to deployment strategies and work schedules, as described in this task.
 - To enhance our understanding of the issues at stake in this project, we will interview, as appropriate and directed, members of the County Board of Supervisors, the County Administrator, and members of County staff who frequently interact with or have an interdependent relationship with the Sheriff's Department.
 - To enhance our understanding of the issues at stake in this project, we will interview, as appropriate and directed, the following personnel: Command staff; Officers in Charge (OICs) of the Operations Division, Patrol Division, Investigations, Civil Division, Support Services Division, Crime Analysis, as well as the Reserve and Volunteer programs, and County Human Resources staff.
 - This usually entails the sworn manager levels of the organization (or civilian managers), and in some cases, supervisory personnel. We will also interview labor representatives.
 - Citygate will conduct additional interviews as determined in the kick-off teleconference meeting with the Sheriff's Department and County representatives.
 - (Optional) At the County's option, Citygate can also meet with members of the community to garner public feedback regarding service levels.
 - We will review the communication flow within the Department, the current organizational structure, the span of control, unity of command, and decision-making authority of the ranks in the Sheriff's Department.

- As part of an in-depth analysis of the communications center, Comm Center Solutions will meet with representatives from each level of rank in the communications center, and observe processes and workflow, review recruitment procedures and potential retention issues, assess staffing and scheduling, and determine if the communications center is meeting basic national standards for public safety dispatch centers.
- As part of an in-depth analysis of the Records Unit, Comm Center Solutions will meet with Records Unit personnel, and assess data entry, backlog challenges, staffing and scheduling, retention, recruiting, work environment, work quality, the records management system, and review ancillary duties of records staff.
- We will review best practices regarding Community-Oriented Policing and Problem Solving (COPPS), Intelligence-Led Policing, and Data-Driven Policing to provide options for the best fit for Yuba County.
- Analyze the impact on staffing levels and calls for service resulting from current and future County plans for economic development and future annexations.
- At a high level, we will assess whether efficiencies can be realized through schedule changes.
- Once the Sheriff's Department review is completed, Citygate will integrate the data analysis, Sheriff's Department goals, and deployment strategies to build integrated findings, recommendations, and implementation strategies.

Meetings

There will be one, two-day on-site trip in this task to conduct the interviews for the command staff functions review, and for Comm Center Solutions to review Communications and Records.

Task 4: Conduct a Mid-Project Review

Subtasks

- ◆ Conduct mid-project review with the County Administrator, Sheriff, and executive staff.
- ◆ We have found it productive, upon the completion of the initial service delivery and in-depth Department review work, to conduct a mid-project review before writing the Draft Report. The purpose of this review is to meet with the client and

principal staff to review the conclusions and tentative recommendations of the study. This will also be an opportunity for the Sheriff's Department and consultants to perform fact-checks and make any mid-course corrections before additional work occurs.

- The Citygate team will brief the County's leadership team regarding our working opinions using PowerPoint and incident statistics.

Meetings

There will be an on-site meeting to review the overall project's initial findings and recommendations, and fact-check the data on which the findings are developed. Citygate will utilize a short PowerPoint presentation to discuss the highlights of the study to date.

Task 5: Forecast Resource Needs; Conduct Final Service Delivery Models and Prepare Draft Reports

Subtasks

- ◆ The entire Citygate team will prepare a comprehensive long-range Services Delivery and Staffing Review Draft Report. In this Draft Report, we will:
 - Summarize the strengths of the Sheriff's Department and opportunities for improvement.
 - Present a review of how our approach and analyses were conducted.
 - Describe major findings by work unit service delivery area.
 - Present an explanation of improvements we identified and our integrated recommendations for their resolution to improve operations.
 - Describe a methodology for monitoring implementation status.
- ◆ Upon completion of the Services Delivery and Staffing Review Draft Report, an electronic version in MS-Word will be sent to the County's / Sheriff's Department's project manager for comments using the "track changes" and "insert comments" tools in MS-Word. Our normal practice is to review a draft of our report with management personnel to ensure that the factual basis for our recommendations is correct and to allow time for a thorough review. In addition, we take time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.

Meetings

We will schedule a teleconference meeting with Sheriff's Department leadership to discuss and fact-check the Services Delivery and Staffing Review Draft Report, answer any questions, and agree on elements for the Final Report.

Task 6: Prepare and Deliver the Final Report with Executive Summary and Recommendations

Subtasks

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished.
- ◆ Prepare Final Report and oral presentation.
 - Based on the results of our Draft Report review process, we will then prepare a Final Report to the County Administrator and Sheriff. We also will make an oral presentation using a PowerPoint presentation to the Sheriff's Department leadership team and/or the County Board of Supervisors as directed.

Meetings

There will be one on-site meeting to make an oral presentation of the Final Report to the County Board of Supervisors or a group of the County Administrator's choosing.

1.5 FINAL REPORT COMPONENTS

Citygate's Comprehensive Services Delivery and Staffing Final Report will include:

1. An analysis of the efficiency of the current deployment scheme of resources and station locations.
2. An analysis of the Department's ability to meet the listed standards.
3. If required, recommendations for changes in deployment methods to meet the current needs of the work units and to optimize service delivery.
4. A comprehensive analysis of current Sheriff's Department services and staffing in Operations Division, Patrol Division, Investigations, Communications and

Records, Support Services Division, Crime Analysis, as well as the Reserve and Volunteer programs.

5. The analysis will be combined with a forecast of future demands into a multi-year staffing and services plan for the Sheriff's Department.
6. Provision of supporting data and rationale for all recommendations.
7. Provision of supporting statistics and other visual data to fully illustrate the current situation and consultant recommendations. This information shall be provided in both hard copy format and computerized format with accompanying Microsoft PowerPoint presentation.

1.6 STUDY COMPONENTS WITH WHICH THE SHERIFF'S DEPARTMENT MUST ASSIST

The Sheriff's Department is in the best position to provide most, if not all, of the internal data needed to complete the scope of work required for this project. Therefore, Citygate anticipates that the Sheriff's Department will assist with this project by:

- ◆ Providing electronic incident response data in a format requested by Citygate. This will include response reporting from the CAD system, along with caseload information from the RMS system. In some cases, it may be necessary to obtain raw data streams and sets from CAD/RMS systems.
- ◆ Providing a series of reports and data outputs.
- ◆ Identifying and making initial contact with community members that Citygate will interview in Task 3, if the County selects this option.
- ◆ Via a document request questionnaire issued by Citygate, submitting existing Sheriff's Department documents describing organization, services, budgets, expenses, and performance measures, if any.
- ◆ Providing other Sheriff's Department data in a timely manner as requested by Citygate.
- ◆ For the optional employee and resident surveys, providing email addresses and mailing invitation letters/postcards and other survey-related materials that may be necessary to encourage survey participation (for resident survey).

1.7 PROJECT SCHEDULE

Citygate anticipates this project will span five months. Citygate is available to start the project upon the award of a contract. A sample project schedule is shown below:

Yuba County Sheriff's Department

Proposal to Conduct a Comprehensive Services Delivery and Staffing Review

Work Plan Timeline

Task	Month 1				Month 2				Month 3				Month 4				Month 5			
1: Initiate and Manage Project																				
2: Delivery System Review																				
3: In-Depth Agency Review																				
4: Mid-Point Project Briefing																				
5: Forecasting and Draft Report																				
6: Prepare and Deliver Final Report																				

● On-site meeting

SECTION 2—CITYGATE ORGANIZATION AND PROJECT TEAM

2.1 CITYGATE'S PROJECT TEAM

Citygate's capabilities for this service can be simply stated: the experience and talents of our Project Team members! We know that successful results come from Citygate's agility to handle, as necessary, six critical roles in cooperation with the Department team: (1) champion; (2) stakeholder listener; (3) subject matter trainer/expert; (4) meeting facilitator; (5) coach and content expert; and (6) final strategist/advisor.

Citygate's team members, in their agency and consulting careers, *have successfully walked the talk* on public safety review efforts by focusing on the inclusion of culture and communication with rigorous analytic methods to build a business case that elected officials and agency employees can both understand.

The Citygate team has a multi-disciplinary approach that includes the full range of skills required to execute this challenging project. The diverse group of specialists comprising Citygate's proposed Project Team (described below) has worked on prior projects to integrate their respective expertise into comprehensive, compelling, and creative strategies to accomplish an agency's objectives.

2.2 NECESSARY PROJECT TEAM SKILLS

Citygate's team members possess the skills necessary to successfully complete this project, including:

- ◆ Law enforcement deployment principles and practices
- ◆ Law enforcement staffing
- ◆ Law enforcement command and organizational structure
- ◆ Law enforcement performance measurement
- ◆ Law enforcement investigations, special operations, and community risk reduction
- ◆ Dispatch, communications, and 9-1-1 experience
- ◆ Operating and capital budgeting
- ◆ City management and cost of services analysis
- ◆ Fleet management
- ◆ Public safety technology

- ◆ Safety and training
- ◆ Professional standards, compliance, and auditing
- ◆ Land use planning
- ◆ Strategic, master, and business planning.

2.3 PROJECT TEAM / PROJECT ROLES

The qualifications of the Project Team are critical, as it is the expertise and the capabilities of the consultants involved in the project that ultimately determine the success of the project. We have carefully assembled the team members to provide the knowledge, depth, judgment, and sensitivity required to perform this engagement. Please note that the role of each team member is described in *italics* at the end of his biographical paragraph. Full resumes for each consultant are presented in **Appendix B**. Primary members of our Project Team include the following experienced consultants:

Chief Sam L. Spiegel, MA, Law Enforcement Services Practice Leader



Sam Spiegel retired as Chief of Police and Director of Emergency Services for the City of Folsom, California in November of 2010. He served in that capacity for over nine and a half years. During his tenure as Chief, he also served as the interim City Manager / Assistant City Manager. A 39-year veteran in law enforcement, he is recognized as a successful leader and problem solver with strong organizational and leadership development skills. He has proven experience working with community groups, labor unions, city departments, developers, city councils, and both state and federal legislators.

Throughout his tenure in law enforcement, he performed a myriad of assignments, and is a recognized subject matter expert on Pursuit Policy, Emergency / Critical Incident Management and 9-1-1 / Next Generation technologies. He has instructed and assisted in the development of many training programs that included Employee and Leadership Development, Continuous Improvement Teams, Interest Based Negotiating, Pursuit Policy Guidelines, Internal Affairs Investigations, High Risk Stops, Role of the Executive Assistant to the Chief, and Crime Prevention Through Environmental Design. He has worked extensively on Economic Development, Business Retention, and Planning issues in fast-paced, developing communities. He has not only overseen, but been actively engaged in all aspects of law enforcement, including animal control, communications, and records management. He has also provided focused leadership on inter-department collaborations during his interim City Manager tenure.

Chief Spiegel created the Police Service Delivery Plan model and has authored two of these for the City of Folsom, CA. His insight into staffing and organizational analysis produced the plan

that guided a seven-year growth of an agency whose community growth had outpaced the staffing growth of the police department.

Appointed by the last three California Attorneys General, Chief Spiegel has served ten years on the California Law Enforcement Telecommunications Advisory Committee (CLETS), serving the last three years as the committee Chair. He has ten years of service to the Governor's Office of Emergency Services, 9-1-1 Advisory Committee, a gubernatorial appointment.

He currently provides law enforcement consulting services in many areas, including Organizational and Operational Analysis, Futures – Next Generation Technologies, Continuous Improvement, Leadership Development, Critical Incident / Disaster Planning, Systems Analysis, and Advocacy Navigation.

Chief Spiegel will provide oversight to the law enforcement services analysis, review all work products to ensure that a quality analysis is conducted, and that all findings and recommendations meet County and Citygate quality standards.

Captain Matt Morgan, Law Enforcement Services Specialist and Project Manager



Matt Morgan was hired by the Sacramento County Sheriff's Department in March of 1989. He served the community for more than 27 years before retiring from the Department at the rank of Captain. During his tenure with the Department, he held assignments at all ranks in the areas of corrections, patrol, investigations, and administration.

Serving as the Captain of Professional Standards, Captain Morgan was integral in the Department's efforts to bring together the areas of recruiting, pre-employment, academy, training, risk management, and Internal Affairs into one command. The desired outcome was to create a system whereby the best candidates could be identified, hired, trained, and guided through productive careers. Matt's final assignment was Captain of the North Area Station. He oversaw a budget of \$43 million and the work product of more than 175 sworn officers and support staff. Captain Morgan has vast experience across law enforcement disciplines, having commanded Internal Affairs, County patrol divisions, contract city police departments, investigations, and corrections. He was responsible for the retooling of Internal Affairs, bringing global perspective to the Division. By uniting Recruiting, Pre-Employment, Academy, In-Service Training, Internal Affairs, Legal Affairs, and Risk Management under his command, the department vastly improved its ability to identify, hire, train, and retain the most qualified personnel.

During his career, Captain Morgan was on the boards of numerous civic and law enforcement related charitable groups, the most rewarding of which was serving as the first President and founder of the Rancho Cordova Police Activities League. Matt has a Bachelor's degree in English Literature, and is a graduate of California P.O.S.T. Command College.

Captain Morgan is responsible for day-to-day management of the project, including direction of project personnel, detailed planning and scheduling of tasks, preparation of work products, direct participation in key activities and meetings as the key interface with the client, delegation of activities to project consultants, and synthesis of the study data into a meaningful and useful study report.

Undersheriff James E. Lewis, Law Enforcement Services Specialist



Undersheriff James (Jamie) Lewis was hired by the Sacramento County Sheriff's department in April 1985. Having served more than 30 years with Sacramento County, Undersheriff Lewis has held assignments in virtually every division of the Department, including commands in air operations, patrol, and security services. Mr. Lewis retired as the Undersheriff, and was responsible for day-to-day operation of a staff of approximately 2,100 employees, 1,390 of which are sworn, serving a population of 1.2 million citizens in a jurisdiction covering more than 700 square miles. Undersheriff

Lewis' expertise spans the myriad of law enforcement functions with an emphasis on corrections, public relations, and patrol operations. He has a Bachelor's degree in Law Enforcement Management, and is a graduate of the LAPD West Point Leadership program.

Undersheriff Lewis will perform numerous aspects of the law enforcement services analysis, attend on-site meetings with Captain Morgan, and co-draft all project deliverables.

Eric Lind, MA, Statistical, GIS, and Operational Analysis Specialist



Eric's 18 years' experience spans several industries, including two years in municipal government as a performance improvement analyst. His municipal government experience has largely focused on public safety performance improvement projects. He has developed baseline system-wide EMS response time capability and testing alternative models, reviewed MPDS systems and dispatch priorities for EMS systems, and improved public safety dispatch process flow. He has also performed a fire facilities location study, alternative fire service delivery modeling, and an administrative performance assessment

of civilian police staff.

Mr. Lind has used performance improvement and business transformation techniques throughout his career across the globe. He is skilled with developing and conducting statistical research to answer operations questions. He is equally comfortable with survey research. Mr. Lind has two published survey research papers, including one he developed for Rotary International.

Mr. Lind is a Lean Six Sigma Certified Black Belt and has a Bachelors and two Masters Degrees in International Business, each from a different country.

Mr. Lind will provide statistical analysis, data verification, and GIS analysis.

David C. DeRoos, MPA, CMC, Citygate President



Mr. DeRoos has 30 years experience as a consultant to local government, preceded by 5 years as an assistant to the City Administrator. He earned his undergraduate degree in Political Science/Public Service (Phi Beta Kappa) from the University of California, Davis and holds a Master of Public Administration degree from the University of Southern California. Prior to becoming a Principal in Citygate in 1991, he was a Senior Manager in the local government consulting division of Ernst & Young. Mr. DeRoos has provided oversight for all Citygate's public safety engagements. Mr. DeRoos has extensive experience across over 500 projects dealing with complex projects with a diverse set of stakeholders, including large project advisory committees.

Mr. DeRoos is responsible for ensuring the project is conducted smoothly and efficiently within the schedule and budget allocated, and that project deliverables meet Citygate's and the client's quality standards.

Comm Center Solutions, Public Safety Communications Specialists

Recognizing a void in public safety 9-1-1 professional consultants and specialists, Comm Center Solutions was formed by Danita Crombach and Lynn Freeman as an all-inclusive consulting agency to address any and all issues in public safety communications centers. Specializing in providing public safety agencies with an array of services to meet the increasing challenges in today's public safety communications, Comm Center Solutions' expertise includes personnel issues, operations, staffing, investigations, incident reconstruction, quality assurance, Next Generation 9-1-1 and project management. Comm Center Solutions offers balanced, insightful, and tested solutions for 9-1-1 challenges. With over 70 years of combined service in dispatch centers, Comm Center Solutions' experience is unmatched.

The following are biographies for Ms. Freeman and Crombach:

Lynn A. Freeman, MA, ENP, Public Safety Communications Specialist



Lynn Freeman is one of the principal consultants/co-founders of Comm Center Solutions. In addition to consulting, Lynn holds the position of Deputy Director of the Critical Support and Logistics Division for the Simi Valley Police Department. Reporting directly to the Chief of Police, Lynn is responsible for administrative oversight of five civilian units including: Communications (9-1-1/Dispatch), Crime Analysis, Fiscal, Records Management, and Fleet and Facility Management. Lynn is tasked with development and implementation of Department's \$29 million budget and directs staff of 40 employees, including five managers.

Lynn has worked for the Simi Valley Police Department for 37 years in a variety of assignments, including communications manager, a position Lynn held for thirteen years, with responsibility for oversight of day-to-day operations of the Communications Unit. Lynn has built dispatch centers literally from the ground up including a new facility in 1998 and the total remodel of communication centers with the most recent in 2012. In addition, Lynn has managed a multitude of projects and upgrades including implementation of two computer aided dispatch (CAD) systems, voice logging recorders, 9-1-1 systems and satellite/back-up facility.

Lynn is a certified Emergency Number Professional (ENP), holds a Center Manager Certificate, Public Safety Telecommunications Certificate and Civil Litigation Certificate. Lynn's formal education accomplishments include an Associate's Degree in Administrative of Justice, and Bachelor's and Master's degrees in Emergency Management with a minor in Public Safety Telecommunications.

Danita L. Crombach, ENP, Public Safety Communications Specialist



Danita Crombach is one of the principle consultants/co-founders of Comm Center Solutions. Danita is widely recognized as a leader in many areas of public safety communications with over 30 years of experience. Danita has been actively involved in organizations such as the National Emergency Number Association (NENA), most recently as President of the California chapter of NENA (CALNENA). She is a Senior Member with the Association of Public-Safety Communications Officials, International (APCO), and served as Secretary for the Southern California chapter (CPRA). Danita has also worked closely with the California State 9-1-1 Office as a member of the Working Group and has twice been involved in determining the funding model that is used to disseminate State Emergency Telephone Number Account (SETNA) funds to California public safety answering points (PSAPs). Danita last served as the communications manager with the

Ventura County Sheriff's Office, where she instituted a wide variety of changes and programs—all designed to enhance efficiency and employee retention, while improving service to the public.

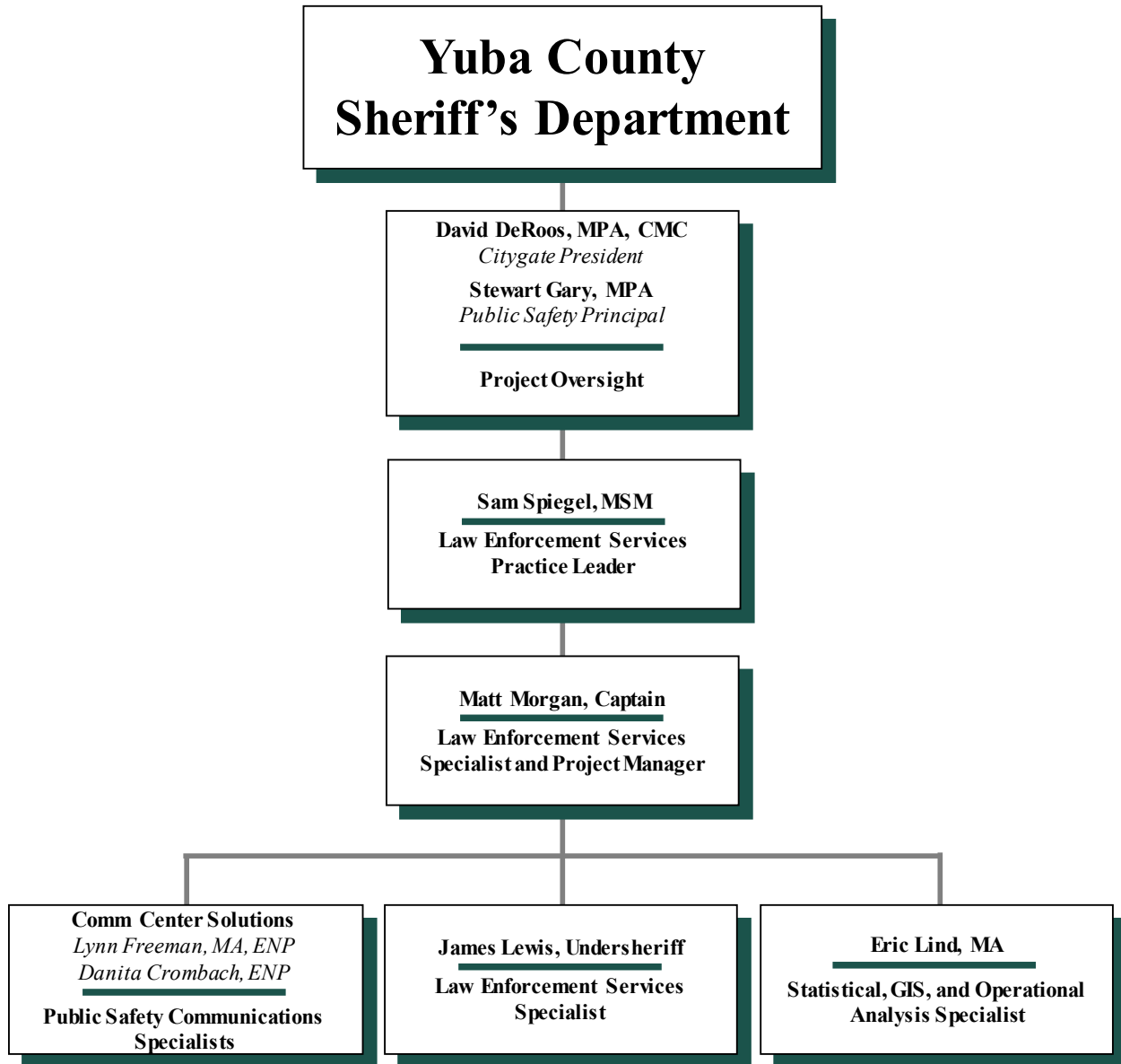
Danita is a long-standing certified Emergency Number Professional (ENP), holds a Center Manager Certificate, Academy Instructor Certificate, Public Safety Telecommunications Certificate, and numerous other certificates for course completion specific to public safety communications and leadership. She was instrumental in the development of the California POST 120-hour Basic Dispatcher Course and has been a presenter at basic, intermediate, and advanced courses.

Comm Center Solutions will analyze the workload and needs of Communications and Records and overlay best practices for embracing the changing police dynamics and supporting those strategies.

2.4 PROJECT TEAM ORGANIZATION CHART

Shown on the following page is a Project Team organization chart. Citygate's consultants adhere to the Code of Ethics found in **Appendix A**.

Project Team Organization Chart



SECTION 3—SUMMARY OF RELATED EXPERIENCE

3.1 CITYGATE ASSOCIATES PROJECT EXPERIENCE

Citygate Associates, LLC, founded in 1990, is dedicated to assisting public sector agencies to improve services. Citygate's Public Safety practice area conducts deployment analyses, staffing studies, master and strategic plans, consolidation feasibility analyses, organizational efficiency studies, risk assessment studies, performance audits, and GIS for cities, counties, and districts throughout the United States.

"We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I've seen in my tenure here."

-Former San Diego County CAO

Citygate has completed many recent projects that are very similar to the services delivery and staffing work requested in this study. Below Citygate provides a description of our previous related law enforcement engagements. Following the description of our related studies, we provide a list of references. For additional information, please visit our website at www.citygateassociates.com.

3.2 PROJECT DESCRIPTIONS

Monterey County, CA – Comprehensive Services Delivery and Staffing Review of the Sheriff's Office

Citygate is currently performing a comprehensive services delivery and staffing review of the Monterey County Sheriff's Office. This study will address all facets of field, command, and support operations, including, but not limited to: Enforcement Operations (patrol), Corrections Operations (jail), Administration, Investigations, Internal Affairs, Professional Standards, Training, Records, Support Services, Civil Services, Coroner Services, and other specialty services.

City of Glendale, AZ – Comprehensive Public Safety Deployment and Performance Review of the Police and Fire Departments

Citygate completed a comprehensive Deployment and Performance Review for the Glendale, AZ Fire and Police Departments. For the Police Department, this study included reviewing the adequacy of the existing deployment system, scheduling, and staffing. Our report included a detailed analysis of the response, crime, and call data that drives the recommendations for staffing in Patrol, Investigations, and Communications, as well as an assessment of the staffing of the support functions in the Department.

City of San Luis Obispo Police Department, CA – Comprehensive Services Delivery and Staffing Review

Citygate is currently performing a comprehensive services delivery and staffing review of the San Luis Obispo Police Department. The study is to include a review of the adequacy of the existing deployment system, scheduling, and staffing. Citygate's report includes a detailed analysis of the response time, crime, and call data that drives the recommendations for staffing in Patrol, as well as an assessment of the staffing of the support functions in the Department.

City of Eloy, AZ – Comprehensive Services Delivery and Staffing Review of the Police Department

Citygate performed a Comprehensive Services Delivery and Staffing Review of the City of Eloy Police Department. Our Work Plan addressed all facets of field, command, and support operations, including, but not limited to: Field Services Division, including Patrol and Investigations; and the Support Services Division, including Fiscal, Fleet, Crime Prevention, Training, Policy and Procedures, Public Relations, Internal Affairs, Professional Standards, and other specialty services. The Final Report was presented in November 2016 and was well received by the City Manager, Police Chief, and City Council.

City of Goodyear, AZ – Police Department Management Study

Spurred by allegations of officer misconduct, Citygate conducted a management review of the Goodyear Police Department. The study examined the Police Department's leadership, management, and internal and external communication processes. The study also covered the internal affairs program, policy development, training and development, organizational structure and the criminal investigations division. The study resulted in numerous organizational and policy changes in the Department.

City of Maricopa, AZ – Police Department Management and Organizational Review

Citygate completed a limited and focused engagement of the Maricopa Police Department to review, analyze, and make actionable recommendations regarding the leadership and management systems in the Police Department based on best practices. Specifically, Citygate Associates examined the following areas: leadership and management practices; organizational structure; internal affairs investigation process; disciplinary procedures; professional standards of conduct; and the criminal investigations division. The review resulted in 29 recommendations, 16 of which were immediately implemented by the client.

City of Provo, UT – Police Department Review

Citygate completed a focused review of the Provo Police Department. This study reviewed the Police Department's leadership and management approach to implementing its policies regarding the standards of conduct and ethics. Specifically, Citygate Associates examined six key areas

including: citizens' complaint process; professional standards of conduct; officer training; leadership and management; hiring and retention; and community relations. The study resulted in 27 specific action items designed to improve the effectiveness and performance of the Provo Police Department.

City of Folsom, CA – Police Department Service Delivery Plan

Chief Spiegel developed the model and produced two Police Service Delivery Plans (SDP) for the City of Folsom. This plan is still in place today, and was reviewed and revised by Chief Spiegel until he retired in 2010. The SDP encompassed an overview and needs assessment of the Folsom Police Department's organizational components, responsibilities, and staffing levels. The overview plan provided an understanding of the agency's various divisions and bureaus, how services are currently provided, and what resources and technologies would be required over the next five years.

The plan examined data and trends that offered insights into Folsom's crime picture and the demand for police services of both sworn and professional staff. The study provided insights into events and trends, and illustrated a range of needs for the Department that included: improved and expanded data management (CAD and RMS) systems; the importance of improving the application and management of existing resources; a greater ability to identify, respond to, and monitor workload and staffing requirements; and improvements that would help in dealing with a myriad of administrative and oversight responsibilities essential to effective and cost-efficient policing. Most significant was that the study debunked the linear use of staffing ratios per 1,000 population for planned staffing, and provided a methodology for service delivery staffing.

While examining staffing needs and efficiencies, the plan identified several known issues that would likely impact crime and police service demands in the near future. Those included a noticeable growth in, or the presence of, various gang entities in the City and the region; the importance of maintaining and expanding on crime prevention strategies; the need to stress and improve upon succession planning and professional development within the Police Department; and the overall importance of employing new and evolving technologies that have become increasingly important in the course of improving the ability of police to effectively respond to and reduce crime and disorder in the community. Chief Spiegel, who leads the proposed Citygate Project Team, formulated this Police Department Service Delivery Plan while he was Folsom's Police Chief. To view a digital copy of the Service Delivery Plan, please visit: www.citygateassociates.com/ServiceDeliveryPlan

Santa Monica, CA – Patrol Division Workload and Alternative Scheduling Plan Review

Citygate completed a far-reaching Patrol Division work load and alternative scheduling plan review for the Santa Monica Police Department. Citygate conducted a data evaluation, literature review, and interviews to analyze the Department's performance and work schedule performance

impacts. Citygate's strategic partner, The Omega Group, creators of CrimeView™, performed data analysis for this project. The Police Chief and the City's executive leadership are using the findings and recommendations from Citygate's report to make key decisions regarding staffing, scheduling, beat configuration, and related operational and officer safety configurations essential for the effectiveness and efficiency of the Police Department.

Rancho Cucamonga – Police Service Analysis

Citygate performed a police service analysis for the City of Rancho Cucamonga to assist in evaluating the current police services provided to the City by the San Bernardino County Sheriff's Department and other potential service options. The scope of the study included evaluating: (1) how the current contract compares to similarly situated cities that also contract for law enforcement services; (2) if establishing an in-house police department is feasible, considering start-up and ongoing operational costs; (3) whether there are viable law enforcement agencies in the region that could provide law enforcement services or partners to form a JPA; and (4) whether there is a tipping point beyond which the City should consider a police services alternative.

Cities of Hesperia, Adelanto, Victorville, Town of Apple Valley – Public Safety JPA Feasibility Study

Citygate conducted a feasibility study for the Cities of Hesperia, Adelanto, Victorville, and the Town of Apple Valley to determine the potential for a Public Safety JPA to manage Police and/or Fire services among the agencies.

Cities of Brea, Buena Park, Fullerton, La Habra, Yorba Linda, and Placentia, CA – Police Services and Dispatch Merger Feasibility Studies

Citygate performed a police services consolidation and contract for shared services analysis. The study addressed opportunities for improvement in (1) efficiency and effectiveness; (2) enhancing or expanding services; (3) reducing and/or avoiding costs and duplications; (4) coordinating regional planning and eliminating artificial boundaries; (5) standardizing services and programs; (6) enhancing the opportunities for future grant funding; and (7) enhancing customer service.

Citygate also performed a dispatch study to evaluate opportunities for regional police including evaluating opportunities for shared dispatching between two or more of the study partners that might achieve improvements in some or all of the following: (1) efficiency and effectiveness; (2) enhancing or expanding services; (3) reducing and/or avoiding costs and duplications; (4) standardizing services and programs; (5) enhancing opportunities for future grant funding; and (6) enhancing customer service.

Cities of Burlingame and San Mateo, CA – Police Department Consolidation Analysis

Citygate conducted a study to analyze the feasibility of merging all or a portion of the cities' Police Service operations to (1) reduce costs while retaining, at a minimum, the current service levels for each city, and (2) where possible, improve service levels without additional costs. Thus, this study addressed the possibilities from full consolidation of the agency police services to partial sharing of various services.

Port of Oakland, CA – Domain Awareness Center Staffing Plan Development

Citygate Associates was engaged to conduct a review of the proposed Security Operations Monitoring (SOM) staffing plan as designed in the Port of Oakland staff's Concept of Operations. Our Work Plan included numerous meetings with the stakeholders to understand the mission of the Security Operations project and the organizational challenges associated with its operations and structure. Citygate then assisted the Port in creating an RFP and job descriptions for the additional positions required to staff the center.

Ogden City, UT – Rotating Management and Staffing Audits (Including Police)

Citygate Associates performed general management and staffing studies for eight Ogden City departments, including Police. Each study analyzed the management, operations, policies, performance measurement, and procedures of the departments. We examined issues related to the philosophy and mission; organizational structure and management systems; organizational relationships; relationships with citizens; allocation of employees and other resources; personnel management and training; data management; records management, communications and information systems; facilities and equipment; management methodologies; maintenance functions; and fiscal management of each department. Other departments reviewed by Citygate include Fire, Community Development, Community Services, Public Works, Animal Services, Redevelopment Agency, and Code Enforcement.

Placer County, CA – Law Enforcement Cost Study for New Developments

Citygate was contracted by Placer County to recommend a law enforcement operational plan for each of three new developments planned for the County: Placer Vineyards, De La Salle, and Placer Ranch. In establishing the operational plan, Citygate was asked to review and recommend methodologies and criteria for determining an urban level of staffing, equipment and facilities for each development, comparing the recommended operational plans to appropriate nearby jurisdictions or developments, and finally using a methodology and criteria that could be used by the County in assessing the law enforcement cost impact of future developments.

Yuba County Sheriff's Department

Proposal to Conduct a Comprehensive Services Delivery and Staffing Review

City of Folsom, CA – Police Chief Recruitment Assistance

Citygate assisted the City of Folsom with the recruitment of a new Police Chief by applying character and behavior psychometric instrumentation to existing command staff as well as potential Police Chief candidates. This process had two objectives: (1) determining the scientifically quantifiable character and behavior of the existing command staff, and (2) determining the character and behavior profile of Police Chief candidates and assessing the “fit” of the recruitment candidates with the existing command staff.

3.3 CLIENT REFERENCES

Below, Citygate provides a list of references for related engagements. We strongly encourage the County to contact these references to see why agencies continue to call on Citygate.

Monterey County, CA

Project: Comprehensive Services Delivery and Staffing Review of the Sheriff's Department

Mr. Michael Moore, Undersheriff
(831) 755-3859

City of San Luis Obispo, CA

Project: Comprehensive Services Delivery and Staffing Review

Ms. Deanna Cantrell, Police Chief
(805) 781-7256

City of Glendale, AZ

Project: Comprehensive Public Safety Deployment and Performance Review of the Police and Fire Departments

Ms. Debora Black, Former Police Chief of
Glendale, AZ / Current Police Chief of
Prescott, AZ
(928) 777-1900

City of Eloy, AZ

Project: Comprehensive Services Delivery and Staffing Review

Mr. Harvey Krauss, City Manager
(520) 466-9201

3.4 CITYGATE'S DISTINGUISHING CHARACTERISTICS IN THE MARKETPLACE

In one word – **trust** – founded on these core values:

Ethics: We will use rational information to help elected officials make informed policy choices. Our opinions are not for “sale” to those that might want to slant a recommendation because they are paying for the advice.

Quality: We deliver a complete work product that meets the client's *local* needs. We do not use one-size-fits-all reports. Our reports clearly use facts to frame

appropriate recommendations that the civilian reader can understand. We do not use industry jargon or jump to conclusions that only a law enforcement individual would understand.

Timeliness: We will offer our clients a realistic timeline and always complete our work within that timeline. Where we have not, it is due to the client needing more time to schedule events or to produce background information.

Sensitivity: We will understand at the project kick-off what the stakeholder issues are and what information will be needed to completely address them. We are careful to respect local issues. We do not take sides. We rationally analyze information and present policy choices. We are quiet, “backstage” experts who let the local officials set and explain public policy.

Independence: Citygate provides a dependable independent voice (perspective, viewpoint, evaluation, assessment). Citygate is not aligned with any special interest group or association.

SECTION 4—PRICING PROPOSAL

4.1 PROJECT COST/BILLING

Our charges are based on actual time spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for the “not-to-exceed” total costs presented below.

4.1.1 Overall Project Cost

Hourly Fees of Project Team	Reimbursable Expenses	Administration (5% of Hourly Fees)	Total Overall Project Cost
\$84,715	\$1,161	\$4,236	\$90,112

Citygate’s core overall project consists of the elements found in the following table.

Overall Project Cost Components	Cost
Citygate Project Team Analysis	\$65,542
Comm Center Solutions Analysis (See Task 3)	\$24,570
Overall Project Cost	\$90,112

This cost proposal reflects our best effort to be responsive to the County’s needs for this study at a reasonable cost. If our proposed scope of work and/or costs are not in alignment with County needs or expectations, we are open to discussing modification of our proposed scope of work and associated costs.

4.1.2 Project Options

Our Work Plan describes several options for obtaining additional employee input and resident feedback. The cost for these options is presented in the following table. The County is invited to include these options in this important project, at the following costs, as it sees fit.

Yuba County Sheriff's Department

Proposal to Conduct a Comprehensive Services Delivery and Staffing Review

Project Options	Cost
Employee Survey Option	\$5,000
Resident Survey Option	\$5,000
Community Meeting Option	\$4,249
Total Cost of Study Options	\$14,249
Total Project Cost with All Study Options	\$104,361

4.2 CITYGATE COST AND BILLING TERMS

The price quoted above is effective for 30 days from the date of receipt for this proposal and includes one (1) draft cycle as described in Task 5 of our Work Plan to be completed by Citygate and the City within 10 working days. Additional Draft Report cycles or processing delays requested by the City would be billed in addition to the contracted amount at our time and materials rates. When changes are agreed upon, Citygate will provide up to six (6) bound color copies of the Final Reports and one (1) reproducible master copy on CD-ROM. The Draft Reports will be considered to be Final if there are no suggested changes within thirty (30) days of the delivery of the Draft Reports.

If the City decides to delay our final presentation in Task 6 after acceptance of the final work products, Citygate will accommodate such a request, but will charge two administrative hours per month to keep the project in suspense until the presentation is delivered. If this causes the billing to exceed the contracted amount, the City will be billed for the additional hours above the contracted amount.

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. Once we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment by direct deposit, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.

Yuba County Sheriff's Department

Proposal to Conduct a Comprehensive Services Delivery and Staffing Review

4.3 STANDARD HOURLY BILLING RATES

Classification	Rate	Consultant
Citygate President	\$ 225 per hour	David DeRoos
Law Enforcement Services Practice Leader	\$ 250 per hour	Sam Spiegel
Law Enforcement Services Specialist and Project Manager	\$ 175 per hour	Matt Morgan
Law Enforcement Services Specialist	\$ 175 per hour	James Lewis
Statistical, GIS, and Operational Analysis Specialist	\$ 170 per hour	Eric Lind
Public Safety Communications Specialists	\$ 195 per hour	Comm Center Solutions
Report Project Administrator	\$ 125 per hour	Chad Jackson
Administrative Support	\$ 95 per hour	Various

APPENDIX A

CODE OF ETHICS

CODE OF ETHICS

CLIENTS

1. We will serve our clients with integrity, competence, and objectivity.
2. We will keep client information and records of client engagements confidential and will use proprietary client information only with the client's permission.
3. We will not take advantage of confidential client information for ourselves or our firms.
4. We will not allow conflicts of interest which provide a competitive advantage to one client through our use of confidential information from another client who is a direct competitor without that competitor's permission.

ENGAGEMENTS

5. We will accept only engagements for which we are qualified by our experience and competence.
6. We will assign staff to client engagements in accord with their experience, knowledge, and expertise.
7. We will immediately acknowledge any influences on our objectivity to our clients and will offer to withdraw from a consulting engagement when our objectivity or integrity may be impaired.

FEES

8. We will agree independently and in advance on the basis for our fees and expenses and will charge fees and expenses that are reasonable, legitimate, and commensurate with the services we deliver and the responsibility we accept.
9. We will disclose to our clients in advance any fees or commissions that we will receive for equipment, supplies or services we recommend to our clients.

PROFESSION

10. We will respect the intellectual property rights of our clients, other consulting firms, and sole practitioners and will not use proprietary information or methodologies without permission.
11. We will not advertise our services in a deceptive manner and will not misrepresent the consulting profession, consulting firms, or sole practitioners.
12. We will report violations of this Code of Ethics.

The Council of Consulting Organizations, Inc. Board of Directors approved this Code of Ethics on January 8, 1991. The Institute of Management Consultants (IMC) is a division of the Council of Consulting Organizations, Inc.

APPENDIX B

PROJECT TEAM RESUMES

Sam Spiegel retired as Chief of Police and Director of Emergency Services for the City of Folsom, California in November of 2010. He served in that capacity for over nine and a half years. During his tenure as Chief, he also served as the interim City Manager / Assistant City Manager. A 39-year veteran in law enforcement, he is recognized as a successful leader and problem solver with strong organizational and leadership development skills. He has proven experience working with community groups, labor unions, city departments, developers, City Councils, and both state and federal legislators.

Throughout his tenure in law enforcement, he performed a myriad of assignments, and is a recognized subject matter expert on Pursuit Policy and Emergency / Critical Incident Management. He has instructed and assisted in the development of many training programs that included Employee and Leadership Development, Continuous Improvement Teams, Interest Based Negotiating, Pursuit Policy Guidelines, Internal Affairs Investigations, High Risk Stops, Role of the Executive Assistant to the Chief, and Crime Prevention Through Environmental Design. He has worked extensively on Economic Development, Business Retention, and Planning issues in fast-paced developing communities.

He holds a Master's Degree in Management, a Bachelor's Degree in Criminal Justice, his State teaching credential, and is a graduate of the P.O.S.T. Command College and the FBI National Academy.

Until his retirement, Chief Spiegel was the Chairman of the Law and Legislative Committee for the California Police Chiefs Association, Past-President of the California Peace Officers Association, and former member of the California Homeland Security Public Safety Advisory Council. He has ten years service to the Governor's Office of Emergency Services, 9-1-1 Advisory Committee, a gubernatorial appointment. He previously served six years as a member of the Commission on Peace Officer Standards and Training Advisory Committee.

Locally, he was the Chairman of the Sacramento Operational Area for emergency preparedness and response, and a member of the Administrative Authority that reviews and awards grant funding for the region.

Appointed in April of 2001, Chief Spiegel guided the growth and development of the Folsom Police Department (FPD) from a small agency of forty-seven sworn officers to a mid-size organization with a staff of ninety sworn personnel. During his tenure, the reputation of the Department expanded as the leadership developed and professionalism grew. The Department is highly regarded statewide for its innovation and expansive programs, both in the community and public safety profession. With members of the Department now serving on State Training committees and as faculty members for instructional institutions, FPD serves as a training component in the innovative Patrol Training Officer Program, regarded as the premiere training model for police officers.

Under Chief Spiegel's leadership, the Law Enforcement Service Delivery Plan model was created. It is still used today to guide the growth of Folsom Police Department. Other innovative programs included the Continuous Improvement Team, Folsom Mounted Unit, Honor Guard, Commercial Enforcement Program, Community Clergy Group, Advisory Committee on Homeless in Folsom and many others. The City of Folsom has been the safest community in Sacramento County for several recent years. Chief Spiegel credits that to the dedication of the

men and woman of the Police Department and the tremendous support and collaboration of the community.

Related Citygate Experience Includes:

- ◆ Currently serving as Law Enforcement Services Senior Specialist and Project Manager to perform a comprehensive services delivery and staffing review for the Monterey County Sheriff's Department.
- ◆ Served as Police Services Senior Specialist to perform a comprehensive public safety deployment and performance review of the Police and Fire Departments for the City of Glendale, AZ.
- ◆ Currently serving as Law Enforcement Services Senior Specialist and Project Director for a comprehensive services delivery and staffing review of the San Luis Obispo Police Department.
- ◆ Served as Law Enforcement Services Senior Specialist and Project Manager for a comprehensive services delivery and staffing review for the City of Eloy, AZ.
- ◆ Developed the model and produced two Police Service Delivery Plans (SDP) for the City of Folsom.
- ◆ Served as Law Enforcement Practice Leader for a fire and police service impacts for the Millbrae Station area plan.
- ◆ Served as Project Manager to perform a survey and cost comparison for recently constructed public safety facilities/projects for the City of Claremont.

Professional Experience Includes:

- ◆ 2001-2010, Chief of Police, City of Folsom, California
 - Jan 1-Oct 15, 2006, Assistant City Manager, City Manager, Chief of Police, City of Folsom – During this period of time, in addition to Chief of Police, was responsible for overall operations and oversight of all departments in the City as City Manager. FY budget was \$193.3 million; \$58.7 million for the General Fund, \$41.3 million for Enterprise Fund operations, \$28 million for Special Revenue Funds, \$12.4 million for Debt Service Funds, and \$37.9 million for Capital Improvement Program (CIP) projects.
 - Chief of Police – Responsible for the planning, direction and review of all facets of the Police Department and City policing programs. Provided leadership and administrative direction in accordance with Federal, State and local laws; implemented leadership program for professional development and succession planning. Oversight of activities and operation of the Police Department law enforcement investigations, community policing, protection of life and property, crime prevention, administrative support services, community outreach and public relations.
 - Coordinated assigned activities with other City departments and outside agencies; updated the City-wide Emergency Operations Plan; assuming

the responsibilities as the Emergency Services Director. Provided highly responsible and complex administrative support to the City Manager; exercised direct technical and functional supervisor over sworn, technical, and clerical staff.

- Supervised and participated in the development and administration of the Police Department budget; selected, trained, motivated, and evaluated personnel; created the Continuous Improvement Team – a cross-section representation of all levels in the Department empowered to address, solve and implement changes for the overall improvement of the Department and its service to the community. Maintained and fostered positive community relations; cooperated with local and regional law enforcement. Was actively involved in regional law enforcement issues, training, and collaborations. Championed diversity in the community and work place, maintaining open, accessible and sincere communications with employees, labor unions, department heads, community groups, and City Council. Maintained strong presence in the community working collaboratively to enhance the quality of life in Folsom. Annual budget: \$20,000,000.

◆ 1996-2001, Captain, City of Corona, California

- Division Commander, Administrative Services Division – which includes Communications, Records, Administration, Community Relations - Crime Prevention, Volunteer Services, Personnel and Training, Computer Services, Development Plan Review, Grant Administration, Budget Development and Fiscal Management of annual budget. Field Services Division – (106 total personnel) which has included Community Policing Patrol, Canine Teams, Special Response Team (SWAT), FLEX Team (formerly Street Problem Solving & Gang Detail), Problem Oriented Policing Team, Traffic, Reserves, Field Training Officer Program and Mounted Unit.

◆ 1985-1996, Police Lieutenant, City of Corona, California – Bureau Commander

- Responsible for one of six major bureaus of a department of 200 full-time employees; performed duties of acting captain. Responsibilities included: presentations before City committees and civic groups; department budget development and management; administrative review and discipline; legal liaison with city attorney; conducted sensitive internal investigations related to city liability; field operations (patrol, traffic, special events, canines) and criminal investigations; crime prevention; personnel hiring and training, records and communications, professional standards and planning. Significant achievements included: design and implementation of Community Policing community office; assisted in design and implementation of Department's strategic plan; writing of federal and state grants; initiated, developed, and delivered community policing-problem solving training department-wide; design of department rules, regulations and policies; enhancement of department radio/communications system;

developed, designed, and implemented critical incident/disaster plan, protocol and training.

- ◆ 1982-1985, Police Sergeant, City of Corona, California
 - Patrol & Traffic Sergeant, acting lieutenant and watch commander; supervised traffic officers and related investigations; developed and managed traffic citation/records system; served as liaison with city traffic engineer on circulation planning; coordinated Department's responses to developmental plan reviews with City planning; coordinated training of personnel; developed training programs; conducted personnel investigations; conducted disaster preparedness; coordinated hazardous materials response; prepared budgets.
- ◆ 1974-1982, Police Cadet / Officer / Deputy Sheriff / Detective, City of Corona/County of Riverside, California
 - Assigned to a variety of positions including Schools, Dispatch, Patrol, Traffic and Commercial Enforcement, Traffic Accident Investigation and Criminal Investigation.
 - Administrative assignments included developing municipal code ordinances relating to traffic.
 - Crimes Persons and Property Detective, responsible for investigation of major crimes including narcotics investigation; development of special funding plans for equipment acquisition; initiated, developed and implemented criminal intelligence program; trained new detectives; and developed expertise as an expert witness in court.

Specific Achievements and/or Experience:

- ◆ Emergency Operations Plan
- ◆ Mobile Command & Communications Unit
- ◆ Updating to equipment and technologies / Standardization of firearms
- ◆ Dispatch upgrade
- ◆ Expanding the Volunteer Program to encompass the Fire Service and CERT
- ◆ Public Safety Awards and Community Recognition events

Special Activities and Awards:

- ◆ Appointed by Governor Schwarzenegger to State 9-1-1 Advisory Committee
- ◆ Chair, Sacramento Operational Area Council
- ◆ Member six years, Commission on Peace Officer Standards and Training, Advisory Committee
- ◆ Member, Governor's Office of Homeland Security Advisory Council
- ◆ Police Chief of the Year 2003 Presented by WE-TIP National

- ◆ Member, C.L.E.T.S. Advisory Board – California Law Enforcement Telecommunications System
- ◆ Presenter, League of California Cities – “Collaborative Efforts of Public Safety and Public Works Departments”
- ◆ Presenter, League of California Cities – “Collaborative Efforts of Public Safety in the face of Terrorism”
- ◆ Presenter, Views from the FBI, L.E.T.N., Standardized Emergency Management Systems
- ◆ Subject Matter Expert; Pursuit Driving Guidelines, California Commission on P.O.S.T.
- ◆ Presenter, California Commission on P.O.S.T. Chiefs, Sheriffs and Command Officers Course, *Standardized Emergency Management System*, Palm Springs, CA
- ◆ Member, Riverside County Multi-Casualty Incident Planning Task Force
- ◆ Presenter, California Commission on P.O.S.T. Chiefs, Sheriffs and Command Officers Courses, *New Technologies Facing Law Enforcement, Incident Command System for Executive Staff*
- ◆ California Legislature; Certificates of Appreciation
- ◆ American Legion, Citation for Aircraft Crash Rescue

Professional Affiliations:

- ◆ American Leadership Forum
- ◆ Former Law & Legislative Chairman - California Police Chiefs Association
- ◆ Past President, Executive Board Member, California Peace Officers' Association
- ◆ Command College Alumni Association
- ◆ FBI National Academy Associates
- ◆ California Public Radio Association
- ◆ California Law Enforcement Association of Records Supervisors
- ◆ American Radio Relay League
- ◆ Police Legal Advisors, California Peace Officers Association
- ◆ Corona Police Officers' Association, Former Vice-President
- ◆ National Airborne Law Enforcement Association
- ◆ International Association of Chiefs of Police

Matt Morgan was hired by the Sacramento County Sheriff's Department in March of 1989. He served the community for more than 27 years before retiring from the Department at the rank of Captain. During his tenure with the Department, he held assignments at all ranks in the areas of corrections, patrol, investigations, and administration.

Serving as the Captain of Professional Standards, Captain Morgan was integral in the Department's efforts to bring together the areas of recruiting, pre-employment, academy, training, risk management, and Internal Affairs into one command. The desired outcome was to create a system whereby the best candidates could be identified, hired, trained, and guided through productive careers. Matt's final assignment was Captain of the North Area Station. He oversaw a budget of \$43 million and the work product of more than 175 sworn officers and support staff. Of particular relevance to the City of Surprise's project needs are Captain Morgan's vast experience across law enforcement disciplines, having commanded Internal Affairs, County patrol divisions, contract city police departments, investigations, and corrections. He was responsible for the retooling of Internal Affairs, bringing global perspective to the Division. By uniting Recruiting, Pre-Employment, Academy, In-Service Training, Internal Affairs, Legal Affairs, and Risk Management under his command, the department vastly improved its ability to identify, hire, train, and retain the most qualified personnel.

During his career, Captain Morgan was on the boards of numerous civic and law enforcement related charitable groups, the most rewarding of which was serving as the first President and founder of the Rancho Cordova Police Activities League. Matt has a Bachelor's degree in English Literature, and is a graduate of California P.O.S.T. Command College.

Related Citygate Experience Includes:

- ◆ Currently serving as Law Enforcement Services Specialist to perform a comprehensive services delivery and staffing review for the Monterey County Sheriff's Department.
- ◆ Currently serving as Law Enforcement Services Senior Specialist for a comprehensive services delivery and staffing review of the San Luis Obispo Police Department.

Experience:

Sheriff's Captain:

02/2013 to 12/15/2014

- ◆ **Division Commander** – Responsible for all personnel and budget matters related to assigned division. Liaison between the community and Executive staff. Responsible for bringing the wishes of the community together with the reality of our resources to produce the best law enforcement services available.
- ◆ **Professional Standards Division Commander** – Internal Affairs, Pre-Employment, In-service Training, Academy, Range, Legal Affairs, and EVOC.
- ◆ **North Division Commander** – Patrol services for over 400,000 citizens/visitors/commuters, over 200 sworn staff and professional staff, and a budget of \$43 million.

Sheriff's Lieutenant:

04/2006 to 02/2013

- ◆ Duties: Law enforcement leadership through planning, organizing, staffing, budgeting, and directing personnel and resources to improve public safety and enhance the quality of life.
- ◆ **Commander of Professional Standards Bureau** – Internal Affairs and Legal Affairs
- ◆ **Employee Relations Officer** – High level employee discipline and performance issues, Department responder for grievances from over 20 Recognized Employee Organizations, coordinated Fitness for Duty examinations, assisted survivors with Line-of Duty deaths benefits, Law Enforcement Chaplaincy liaison, and other duties as required.
- ◆ **Patrol Watch Commander for East Division and Rancho Cordova Police** – Shared command between the Sheriff's Department and contract services with the City of Rancho Cordova.
- ◆ **Watch Commander at the Main Jail Division**

Sheriff's Sergeant:

01/2000 to 04/2006

- ◆ Duties: Responsible for staffing, training, evaluating, educating, motivating, and disciplining subordinates in furtherance of the department's mission. I held multiple positions in this rank: Detective Sergeant for Child Support Revenue Recovery, Patrol Sergeant for Citrus Heights Police Department, and Shift Sergeant at the Main Jail.

Sheriff's Deputy:

04/1989 to 01/2000

- ◆ Duties: Held multiple positions in this rank: Burglary Detective – North Burglary Bureau, Patrol Officer for Citrus Heights Police, Patrol Officer for North Patrol Division, and Custody Deputy at the Main Jail.

Education:

- ◆ Bachelor of Arts in English Literature: Union Institute, Sacramento, 1993.
- ◆ P.O.S.T. Command College, Class #47: Folsom, 2010

P.O.S.T. Certificates

P.O.S.T. Certificates: Posses the Basic, Intermediate, and Advanced Officer Certificates as well as the Supervisory and Management Certificates.

Undersheriff James (Jamie) Lewis was hired by the Sacramento County Sheriff's department in April 1985. Serving more than 30 years with Sacramento County, James has held assignments in virtually every division of the Department, including commands in air operations, patrol, and security services. Currently serving as the Undersheriff, James is responsible for day to day operation of a staff of approximately 2100 employees, 1390 of which are sworn, serving a population of 1.2 million citizens in a jurisdiction covering more than 700 square miles. James' expertise spans the myriad of law enforcement functions with an emphasis on corrections, public relations, and patrol operations.

Serving for more than 6 years as the Chief Deputy in charge of Corrections and Court Security, James was responsible for managing two traditional incarceration facilities with an average daily population of 4100 inmates and a jail staff of more than 600, in addition to an alternative to traditional custody operation with an average daily population of more than 2000, which includes Work Project, Home Detention, and alternative sentencing.

James was on the forefront of implementing the department's response to realignment, and for the first four years following the passage of AB-109, served as the Co-Chair to the region's Community Corrections Partnership (CCP). As the Co-Chair, James oversaw an influx to the Sheriff's Department of more than 68 percent of the CCP allocation to enhance existing and establish new inmate programs directed at reducing recidivism. These educational, vocational, and rehabilitative programs, which exist today, maximize opportunities for offenders to successfully reintegrate back into the community.

James has a Bachelor's degree in Law Enforcement Management, and is a graduate of the LAPD West Point Leadership program.

Related Citygate Experience Includes:

- ◆ Currently serving as Corrections and Law Enforcement Services Specialist to perform a comprehensive services delivery and staffing review for the Monterey County Sheriff's Department.
- ◆ Currently serving as Law Enforcement Services Senior Specialist and Project Manager for a comprehensive services delivery and staffing review of the San Luis Obispo Police Department.
- ◆ Served as Law Enforcement Services Specialist for a comprehensive services delivery and staffing review for the City of Eloy, AZ.

Eric's 18 years' experience spans several industries, including two years in municipal government as a performance improvement analyst. His municipal government experience has largely focused on public safety performance improvement projects. He has performed an administrative performance assessment of civilian police staff, a fire facilities location study, and an alternative fire service delivery modeling. He has developed baseline system-wide EMS response time capability and testing alternative models, reviewed MPDS systems and dispatch priorities for EMS systems, and improved Fire/EMS dispatch process flow.

Eric has used performance improvement and business transformation techniques throughout his career across the globe. He is skilled with developing and conducting statistical research to answer operations questions. He is equally comfortable with survey research. Eric has two published survey research papers; including one he developed for Rotary International.

Eric is a Lean Six Sigma Certified Black Belt and has a Bachelors and two Masters Degrees in International Business; each from a different country.

Relevant Experience Includes:

- ◆ Currently serving as Statistical and Operational Analysis Associate to perform a comprehensive services delivery and staffing review for the Monterey County Sheriff's Department.
- ◆ Currently serving as Statistical and Operational Analysis Associate to perform a comprehensive services delivery and staffing review of the San Luis Obispo Police Department.
- ◆ Served as Statistical and Operational Analysis Associate for a comprehensive services delivery and staffing review for the City of Eloy, AZ.
- ◆ Currently serving as EMS Statistical Specialist to conduct a Regional Fire Services Standards of Cover Analysis and a Capacity Constraint Analysis for the Ventura County Fire Protection District.
- ◆ Currently serving as Statistical and Operational Analysis Associate to provide EMS System Consultation Services for the Alameda County Health Care Services Agency.
- ◆ Performed an administrative performance assessment of civilian police staff.
- ◆ Modeled baseline system-wide EMS response time capability and testing alternative models.
- ◆ Analyzed and reviewed MPDS systems and dispatch priorities for EMS systems.
- ◆ Analyzed and improved of Fire/EMS dispatch process flow.

Experience:

Performance Analyst

City of Vancouver, WA

September 2012-August 2014

- ◆ Worked with directors across the city to obtain requirements for business transformation projects and led the development, testing, and implementation of business solutions. Provided training to 200+ city staff on Lean Six-Sigma concepts and tools, including the DMAIC method, statistical process control, hypothesis testing, and others.
- ◆ Worked closely with the Police chief and his staff to review several administrative functions with the goal of staffing the East Precinct front desk within existing budget constraints. Analysis revealed that the purchasing, inventory, and grants management functions could be simplified and reconfigured in order to staff the East Precinct front desk with no additional labor cost.
- ◆ Worked closely with the Fire Chief and key staff to define objectives for business transformation projects:
 - Use SUVs to respond to medical calls reduce response time and cost, and maintain/ improve the quality of patient care. Although test results were favorable, alternative tactical configurations were recommended to improve results, and will be tested this year.
 - Assess the optimum composition, configuration, and geographic placement of fire stations given population growth, call volume and location, and budgetary constraints. Results revealed that moving two fire stations would improve response time for critical service areas as well as improve tactical capability.
 - Worked with city and county partners to examine Clawson code types and prioritize them appropriately. For example, assaults and attempted suicides were reduced from priority 1 to priority 2 because police must secure the scene prior to EMS providing service.
- ◆ Conducted a variety of full life-cycle survey projects from birth-to-earth including: identifying research questions, survey development, data gathering and cleanup, analysis, interpretation, and making recommendations.
- ◆ With the CFO and finance team, scoped and defined a project aimed at reducing error and cycle time in the Procure-to-Pay process.
- ◆ Trained and led a team of fire department analysts on the scientific method to help them execute pilot projects successfully from problem definition to solution implementation.

Volunteer Research Analyst

Rotary International, Evanston, IL.

May 2011-December 2011

- ◆ In collaboration with the CIO and Rotarians across the world, completed a full-scale global marketing research study to determine how Rotary International

might better leverage social media technology to help Rotarian volunteers be more effective in their Rotary work.

- ◆ Worked with Rotary's Chief Information Officer to identify the research question and develop a scientifically robust survey instrument for testing.
- ◆ Rotarians were interviewed to develop a qualitative framework of concepts relevant to the research question, and a quantitative survey instrument was developed out of the conceptual framework.
- ◆ After a pilot test of the survey, a 66 question survey was developed around 14 statistically valid and reliable constructs.
- ◆ The survey was translated to seven languages, back translated, and distributed to 26,500 Rotarians world-wide, with 1100+ valid responses coming from 72 countries. A final 58-page statistical analysis with strategic recommendations was provided to the board of directors, including that Rotary should increase its Facebook presence because it is a significant factor ($p < .000$ @ 18% of the variance) in driving club engagement among Rotarians; particularly for Rotarians who are involved in international, vocational, and youth service projects.

Consultant

Confidential Client, China

April 2011-August 2011

- ◆ Client requested assistance with handling a variety of human resource challenges in advance of a major acquisition-based market expansion. The focus of the project was to identify tools and techniques to facilitate transfer of corporate policy and processes to improve post-acquisition integration. Particular focus was given to knowledge transfer due to Chinese labor market conditions, because job-hopping was commonplace in China at the time.
- ◆ Identified that labor market competitive advantage in the Chinese labor market could be achieved through employee performance planning. E.g. employees with specific objectives to achieve, coupled with corporate support in training, motivation, and performance rewards are better equipped to retain key talent.
- ◆ Demonstrated how Lean Six Sigma can foster the transfer of tacit knowledge to explicit knowledge with careful inquiry and documentation.
- ◆ Demonstrated how Lean Six-Sigma is an excellent method to measure performance for continued employee development, knowledge management, and process quality control.
- ◆ Demonstrated how performance planning helps companies improve quality by partnering with employees to establish mission-aligned performance goals.
- ◆ Recommended enhancements to company's corporate training & education programs to improve the reach and effectiveness of employee training, while simultaneously reducing training costs.

Graduate Student

ESC Rennes School of Business, Rennes, France

September 2010-April 2012

- ◆ Completed a dual M.A. in International Business at ESC Rennes School of Business (otherwise known as *Ecole supérieure de Commerce de Rennes*) and Open University (Milton-Keynes, UK). Courses for both degrees were held in France.

Project Manager

AT&T Global Network Services, Southbury, CT

May 1999-June 2010

- ◆ AT&T Global Services provides virtual private network (VPN) services to enterprise customers via its global data network backbone. The Service Delivery team manages an average WIP of 3,500 customer projects daily, with annual revenues of approx. \$4.7 billion world-wide (as of year-end 2010). Directed daily provisioning operations; supervising six provisioning teams consisting of 65 individuals in the U.S. Supported 130+ upstream project managers, and 100+ network engineers, in North & South America, Europe, and Asia-Pacific.
 - Defined and led multiple process improvement projects with statistically significant improvements in cycle-time and variance. Received a Customer Service Excellence award for these improvement projects; awarded to less than 0.1% of employees world-wide.
 - Developed a variety of tools and reports to help detect, control, eliminate, and mitigate process errors, as well as improve flow and cycle time.
 - Used quantitative data to analyze operational trends and develop and implement strategic quality improvement projects.
 - Developed and provided training to hundreds of employees in North & South America, Europe, and Asia-Pacific.
 - Provided regular progress reports and presentations on quality improvement projects to the division VP and other senior management.

Other job functions at AT&T:

- Transport Manager (03-06) - Primarily responsible for ensuring delivery of network services (circuits and PVCs) for client projects.
- Circuit Build Coordinator (01-03) Primarily responsible for data circuit engineering and circuit delivery.
- Circuit Order Writer (99-01) Primarily responsible for placing vendor purchase orders for data circuits.

Technical Service Manager

TJS Electronics & Peripherals Inc., Bradford, CT

February 1997-May 1999

- ◆ Tested and assembled product for delivery. Managed product returns and customer service for enterprise clients. Provided training and support to customers as needed.

-
- Slashed average daily inventories by USD \$50,000 per month (or 5% of annual revenues) through Just-In-Time/Toyota Production System techniques.
 - Co-developed one of the first USB external hard discs.

Education:

- ◆ M.A., INTERNATIONAL BUSINESS, Ecole Supérieure de Commerce de Rennes, Sep '10 – Apr '12
- ◆ M.A., INTERNATIONAL BUSINESS, Open University, Sep '10-Apr '12
- ◆ B.S., INTERNATIONAL BUSINESS, Quinnipiac University, Aug '03-Jan '08
- ◆ Magna Cum Laude

Certificates:

- ◆ Lean Six Sigma Black Belt, Pyzdek Institute LLC Sep '14
- ◆ Lean Six-Sigma Green Belt, AT&T (Juran Institute) Oct '08
- ◆ Lean Six-Sigma Yellow Belt, AT&T (Juran Institute) Apr '08

Lynn A. Freeman is one of the principal consultants/co-founders of Comm Center Solutions. In addition to consulting, Lynn holds the position of Deputy Director of the Critical Support and Logistics Division for the Simi Valley Police Department. Lynn has worked for the Simi Valley Police Department for 37 years in a variety of assignments. She started in the dispatch center as a Public Safety 9-1-1 Dispatcher, promoted to Communications Manager and then most recently to Deputy Director. Reporting directly to the Chief of Police, Lynn is responsible for administrative oversight of five civilian units including: Communications (9-1-1/Dispatch), Crime Analysis, Fiscal, Records Management, and Fleet and Facility Management. Lynn is tasked with development and implementation of Department's \$29 million budget and directs staff of 40 employees, including five managers.

Previously, she was the communications manager at Simi Valley Police Department, a position Lynn held from 1990 to 2013, Lynn was responsible for oversight of day-to-day operations of the Communications Unit. In 2012, Lynn served as project co-manager for \$1.6 million, highly complex, highly efficient, fully redundant, multi-agency, regional Next Generation 9-1-1 system serving four different locations.

Lynn has built dispatch centers figuratively from the ground up, including a new facility in 1998 and the total remodel of communication centers with the most recent in 2012. In addition, Lynn has managed a multitude of projects and upgrades, including implementation of two computer aided dispatch (CAD) systems, voice logging recorders, 9-1-1 systems, and satellite/back-up facility. While the communications manager, Lynn developed new positions in the Center, including shift supervisors, initiated job-sharing opportunities, and secured part-time assistance.

Lynn was employed as a civil litigation paralegal for a personal injury law firm from 1981 to 2007. Lynn's responsibilities included assisting attorneys with personal injury and medical malpractice litigation, managing a caseload of over 200 clients. Lynn's duties included preparing court documents, conducting research, and client communications.

Lynn is a certified Emergency Number Professional, holds a Center Manager Certificate, Public Safety Telecommunications Certificate and Civil Litigation Certificate. Lynn's formal education accomplishments include an Associate's Degree in Administrative of Justice, and Bachelor's and Master's degrees in Emergency Management, with a minor in Public Safety Telecommunications.

Professional Experience Includes:

- ◆ 2013-Present, Co-founder & Principal Consultant, Comm Center Solutions
 - Providing consulting services through comprehensive analysis to develop realistic solutions for issues challenging public safety communications centers and civilian law enforcement personnel.
- ◆ 1977-Present, Simi Valley Police Department
 - Deputy Director – Police Administration, Critical Support & Logistics (2012-Present) – Reporting directly to the Chief of Police, responsible for administrative oversight of five civilian units including: Communications

-
- (9-1-1/Dispatch), Crime Analysis, Fiscal, Records Management, and Fleet and Facility Management.
 - Communications Manager (1990-2012) – Responsible for oversight of day-to-day operations of the Communications Unit and all personnel issues.
 - Dispatcher/Training Dispatcher (1977-1990) – Received, processed, and dispatched police calls for service. Assisted officers and citizens. Trained new personnel.
 - ◆ 1981-2007 – L.M. Schulner & Associates
 - Civil Litigation Paralegal – Assisted attorneys with personal injury and medical malpractice litigation.

Specific Achievements and/or Experience:

- ◆ Communications Center walk-station implementation, 2009
- ◆ Routing on Empirical Data (RED) project to reroute wireless 9-1-1 calls, 2006 – 2011
- ◆ Operation Unveil, Opening of Air Force One at Reagan Library, 2005
- ◆ Operation Serenade, President Reagan's Funeral, 2004
- ◆ Developed Tactical Dispatcher Team, 2002
- ◆ Coordinated Alternate Public Safety Answer Point, East County Sheriff's Station, 2000
- ◆ Implemented Computer Aided Dispatch (CAD) systems, 1994 and 2004
- ◆ Developed Senior Dispatcher rank, 1997
- ◆ Supervised installation of original 9-1-1 system, 1983
- ◆ Managed Communications Center remodels, 1983, 1998, and 2012

Special Activities and Awards:

- ◆ Meritorious Service Award, Chief's Award, Simi Valley Police Department, 2010
- ◆ Leadership Simi Valley, graduate, 2010
- ◆ Civilian of the Year, Simi Valley Police Department, 2006
- ◆ Chaired Recognition Committee, 2001 – 2009

Professional Affiliations:

- ◆ National Emergency Number Association (NENA)
- ◆ Association of Public-Safety Communications Officials, International (APCO)
- ◆ Municipal Management Association of Southern California

Recognizing a void in public safety 9-1-1 professional consultants and specialists, Danita and her partner formed an all-inclusive consulting agency to address any and all issues in public safety communications centers. Specializing in providing public safety agencies with an array of services to meet the increasing challenges in today's public safety communications, Comm Center Solutions' expertise includes personnel issues, operations, staffing, investigations, incident reconstruction, quality assurance, Next Generation 9-1-1, and project management. Comm Center Solutions offers balanced, insightful, and tested solutions for 9-1-1 challenges. With over 70 years of combined service in dispatch centers, Comm Center Solutions' experience is unmatched.

Danita L. Crombach is one of the principle consultants/co-founders of Comm Center Solutions. Danita is widely recognized as a leader in many areas of public safety communications. Danita has been actively involved in organizations such as the National Emergency Number Association (NENA), most recently as President of the California chapter of NENA (CALNENA). She is a Senior Member with the Association of Public-Safety Communications Officials, International (APCO), and served as Secretary for the Southern California chapter (CPRA). Danita has also been involved with the Commission on Peace Officer Standards and Training (POST) and, at POST's request, has participated in many committees, most notably as the POST Region 8 (Ventura County, Santa Barbara County and San Luis Obispo County) Representative on the Public Safety Dispatcher Advisory Council (PSDAC). After completing her term, Danita was asked to remain on the PSDAC as a legislative advisor and as a member of the Best Practices Committee.

In her role as CALNENA President, Danita ignited a groundswell of action within the public safety communications industry, the Federal Communications Commission (FCC), and the wireless service providers with a filing that demonstrated a radical reduction in the delivery of accurate wireless 9-1-1 caller information in recent years. As a result, FCC workshops were conducted, meetings were held, and proposed rules are nearing implementation. Once finalized, the FCC will have the ability to take enforcement action with wireless service providers that do not comply with the rules in the specified timeline and provide the best level of service available to the public.

Danita has also worked closely with the California State 9-1-1 Office as a member of the Working Group and has twice been involved in determining the funding model that is used to disseminate State Emergency Telephone Number Account (SETNA) funds to California public safety answering points (PSAPs). With a long-standing, and well deserved, reputation for partnership, creativity and success, Danita has routinely been called upon by the State 9-1-1 Office to spearhead pilot projects such as a \$1.6 million state-of-the-art Next Generation 9-1-1 Regional Hosted Solution in Ventura County that included four PSAPs and the Routing on Empirical Data (RED) project to reroute wireless 9-1-1 calls to the appropriate PSAP.

In her last assignment as the communications manager with the Ventura County Sheriff's Office, Danita instituted a wide variety of changes and programs—all designed to enhance efficiency and employee retention, while improving service to the public. To begin with, she replaced a sworn captain as the Department's first civilian manager—something she had previously done with Inglewood Police and Fire Departments. She promptly replaced the sergeants with civilian supervisors and restructured the chain of command. Danita also updated and eventually replaced

the computer aided dispatch (CAD) system. After overseeing fundamental and innovative changes to recruiting and training, Danita secured significant, warranted increases in employee compensation. Once implemented, these changes helped recruit and retain a staff of more than 35, including two managers and six supervisors.

Danita's project management skills were initially developed as a supervisor with the Oxnard Police and Fire Departments, when the communications center was moved to a new location within the building. Following that, she was recruited and joined the project management team with the San Jose Police and Fire Departments as they built their communications center from the ground up. As a participant in this project, Danita worked with a team tasked with everything from equipment, furniture and carpet selection to recruiting, hiring, and training a team of more than 190 telecommunicators, trainers, and supervisors from across the United States.

Danita is a long-standing certified Emergency Number Professional, holds a Center Manager Certificate, Academy Instructor Certificate, Public Safety Telecommunications Certificate, and numerous certificates for course completion specific to public safety communications and leadership. She was instrumental in the development of the California POST 120-hour Basic Dispatcher Course and has been a presenter at basic, intermediate, and advanced courses.

Professional Experience Includes:

- ◆ 2013-Present – Co-founder & Principal Consultant, Comm Center Solutions
 - Providing consulting services through comprehensive analysis to develop realistic solutions for issues challenging public safety communications centers.
- ◆ 1997-2014 – Communications Manager, Ventura County Sheriff's Office
 - Responsible for oversight of day-to-day operations of the Communications Center, with 35 employees, serving more than 350,000 people in five contract cities and the unincorporated areas of Ventura County. Collaborate with allied agency managers, State 9-1-1 Office representatives, POST and others. Project co-manager on \$1.6 million Next Generation 9-1-1 Regional Hosted Solution. Project manager on facility reconfiguration and upgrade in 2012. Managed projects to replace and upgrade CAD systems, 9-1-1 phone systems, voice logging recorders, and facility design.
- ◆ 1994-1997 – Communications Manager, Inglewood Police & Fire Departments
 - Responsible for managing daily operations and long-term planning for a consolidated police and fire 9-1-1 emergency communications center with 23 employees and \$1.2 million budget. Introduced 9-1-1 for Kids program, implemented a quality assurance program, developed performance standards, revised operations training manual, revised policies and procedures manual, and replaced divisional recruitment, testing, and selection process. Completed a \$750,000 communications center renovation, which included procuring new radio and telephone equipment, as well as ergonomic furniture.

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- ◆ 1992-1994 – Director of Operations, A & R Financial and Insurance
 - Recruited to oversee business operations of a financial services agency with sole responsibility for improving efficiency and professionalism. Responsible for quality assurance, customer service, and coordinating reporting procedures to the Peace Officers Research Association of California (PORAC).
 - ◆ 1989-1992 – Public Safety Communications Instructor, San Jose Police & Fire Departments
 - Member of the original management team responsible for the multi-million dollar development and start-up of the new San Jose Police and Fire Communications Center (co-located). Also responsible for providing supervision and formal classroom training for 190 public safety communications employees of all levels and coordinating the Critical Incident Stress Debriefing (CISD) program and the Communications Training Officer (CTO) permanent curriculum committee. Responsible for budget forecasting, course development, scheduling, labor relations, evaluation of students, and recruiting and selecting new employees.
 - ◆ 1989-1992 – Instructor (Part-time), Ventura College, West Valley College, Evergreen College
 - Instructor for various POST-certified courses including topics such as ethics, leadership, evaluation procedures, presentation skills, negligent performance, communication skills, and telephone/radio procedures.
 - ◆ 1982-1989 – Public Safety Dispatch Supervisor, Oxnard Police and Fire Departments
 - Participated in consolidation of police and fire communications center. Responsible for supervising up to five dispatchers in a consolidated police/fire communications center. Created and implemented communications training officer (CTO) program. Developed policies and procedures.

Specific Achievements and/or Experience:

- ◆ Influenced FCC rulemaking on the timely delivery of accurate caller location information on wireless 9-1-1 calls
- ◆ Appointed to the POST Public Safety Dispatcher Advisory Council, Region 8 Representative, Legislative Representative and Best Practices Committee
- ◆ Appointed to State 9-1-1 Office Working Group to review current funding model
- ◆ Elected and served as President of the California chapter of the National Emergency Number Association (NENA)
- ◆ Reduced overtime by \$200,000 in early 2010 when compared to 2009
- ◆ Participated as the Beta, and follow-up, site for the State of California's Routing on Empirical Data (RED) project

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- ◆ In response to emergency evacuation, oversaw renovation of a warehouse and relocated the Sheriff's Communications Center within 32 days, April 2006
 - ◆ Retained staffing by securing a 42% pay increase for dispatchers in July 2006
 - ◆ Replaced the CAD system in 2002
 - ◆ Civilianized the supervisor positions in the SCC in 2000
 - ◆ Coordinated Alternate Public Safety Answer Point, East County Sheriff's Station, 2000
 - ◆ Completed \$750,000 communications center renovation in Inglewood within budget and on time
 - ◆ Developed and implemented the San Jose Communications Training Officer (CTO) program

Special Activities and Awards:

- ◆ 2009 nominee for "Superior Customer Service" and "Integrity" Management Council Awards
- ◆ 2008 nominee for "Integrity" Management Council Award
- ◆ Profiled in APCO, International, Magazine, January 2007
- ◆ 2006 Public Servant of the Year, Camarillo Chamber of Commerce
- ◆ 2002 recipient of the "Mentoring" Management Council Award
- ◆ 1996 Employee of the Year, Inglewood Police Department
- ◆ Received the San Jose Police Department's Special Achievement Award for developing and coordinating the Communications Critical Incident Stress Debriefing (CISD) team
- ◆ Received a California State Senate Commendation in 1989 for developing a CTO program, recruiting program and founding the Tri-Counties Communications Association

Professional Affiliations:

- ◆ National Emergency Number Association (NENA), President California chapter (active since 1996)
- ◆ Association of Public-Safety Communications Officials, International (APCO), Senior Member and former Secretary of California chapter (active since 1986)
- ◆ POST Public Safety Dispatcher Advisory Council (2010 – Present)

Mr. DeRoos is the President of Citygate Associates. He earned his undergraduate degree in Political Science/Public Service (Phi Beta Kappa) from the University of California, Davis and holds a Master of Public Administration degree from the University of Southern California. Mr. DeRoos has over five years of operational experience as a local government administrator in budgeting, personnel, and land use planning, as well as thirty years of consulting experience performing operations and management reviews of local government functions. Prior to becoming a Principal in Citygate in 1991 he was a Senior Manager in the local government consulting division of Ernst & Young.

Relevant Experience Includes:

- ◆ For each of the Citygate public safety projects shown below, Mr. DeRoos reviewed work products and was responsible for ensuring that each project was conducted smoothly and efficiently within the schedule and budget allocated, and that the project deliverables were in conformance to Citygate's and the client's quality standards.
- ◆ Currently serving in an oversight capacity to perform a comprehensive services delivery and staffing review of the Monterey County Sheriff's Department.
- ◆ Served in an oversight capacity to perform a comprehensive public safety deployment and performance review of the Police and Fire Departments for the City of Glendale, AZ.
- ◆ Currently serving in an oversight capacity to perform a comprehensive services delivery and staffing review of the San Luis Obispo Police Department.
- ◆ Served in an oversight capacity for a comprehensive services delivery and staffing review for the City of Eloy, AZ Police Department.
- ◆ Served in an oversight capacity for Citygate's review of the Goodyear, AZ Police Department.
- ◆ Served in an oversight capacity for a Management Review of the Police Department for the City of Maricopa, AZ.
- ◆ Served in an oversight capacity for a review of the Provo City, UT Police Department's leadership and management approach to implementing its policies regarding the standards of conduct and ethics.
- ◆ Served in an oversight capacity for a patrol division work load and alternative scheduling plan for the Santa Monica Police Department.
- ◆ Served in an oversight capacity for the City of Rancho Cucamonga Police Services Analysis.
- ◆ Serving in an oversight capacity for a feasibility study for a public safety Joint Powers Authority for the Cities of Adelanto, Hesperia, Victorville and Town of Apple Valley.

-
- ◆ Served in an oversight capacity for a police services consolidation or contract for shared services analysis for the cities of Brea, Buena Park, Fullerton, La Habra and Yorba Linda.
 - ◆ Served in an oversight capacity for Citygate's Police Department consolidation feasibility assessment for the Cities of Burlingame and San Mateo, CA.
 - ◆ Served in an oversight capacity for domain awareness center staffing plan development for the Port of Oakland.
 - ◆ Performed eight General Management and Operations Studies for the City of Ogden's Community Development, Redevelopment Agency, Community Services, Police, Public Works, Animal Control, Fire, and Code Enforcement as Project Director. The studies included numerous tasks such as analyzing existing programs and service levels in terms of performance measures, evaluating the current operations, assessing the adequacy of organizational structure and management staffing levels, identifying and documenting the attitudes of employees, and identifying modifications.
 - ◆ Served in an oversight capacity for a law enforcement cost study for new development for Placer County. Citygate was contracted by Placer County to recommend a law enforcement operational plan for each of three new developments planned for the County: Placer Vineyards, De La Salle, and Placer Ranch.
 - ◆ Served in an oversight capacity to assist the City of Folsom with the recruitment of a new Police Chief by applying character and behavior psychometric instrumentation to existing command staff as well as potential Police Chief candidates.

Mr. DeRoos is a member of several professional and civic associations. He has taught for the U.C. Davis Extension College and for graduate classes in Public Administration, Administrative Theory and Labor Relations for Golden Gate University, and Non Profit and Association Management for the University of Southern California. He speaks and trains frequently on the topic of Leadership, Character and Values, and has also been a speaker for the American Planning Association (APA), written for the California APA Newsletter and the California Redevelopment Journal, and has been a speaker on redevelopment, Base Closures, and related issues across the US. Mr. DeRoos holds a certificate in Public Sector Labor Management Relations from U.C. Davis, and is a Certified Management Consultant (CMC).

MAY 11 2017

FISCAL YEAR 2016-17

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

COUNTY ADMINISTRATOR

DEPARTMENT: Sheriff-Coroner

PREPARED BY/PHONE Dawn Wells 7732

The County of Yuba

Sheriff / Administrative Services



TO: Board of Supervisors

FROM: Sheriff, Steve Durfor
Administrative Services, Doug McCoy

SUBJECT: Sheriff / Administrative Services - The Board approves the tentative award of the contract for medical services in the Yuba County jail to California Forensic Medical Group (CFMG) subject to final negotiations and upon approval of Risk Management and County Counsel and further authorizes the Chair to execute the completed contract.

DATE: May 23, 2017

NUMBER: 230/2017

Recommendation

The Board approves the tentative award of the contract for medical services in the Yuba County jail to California Forensic Medical Group (CFMG) subject to final negotiations and upon approval of Risk Management and County Counsel and further authorizes the Chair to execute the completed contract.

Background

We are currently under an MOU with our neighboring county, Sutter County, to provide mental health services to inmates in our custody. As of May 1, Sutter County has contracted out their own medical and mental health services for their inmate population to a contract medical and mental health provider. Due in part to the steps they have been taken in Sutter County towards contracting out these services, Sutter County has advised Yuba County that they will no longer provide mental health services in our jail pursuant to the existing MOU. Since these services are provided by Sutter Yuba Behavioral Health (a bi-county agency managed by Sutter County), Yuba County must seek an alternate provider for mental health services.

In addition, our current medical staff are employed by Yuba County. Our County has faced challenging retention and recruitment issues over the years. Some key positions have been open for more than a year. Despite our best efforts to work through these issues, the Sheriff's Department has been unable to

provide 24 hour / 7 days per week on-site medical coverage, which appears to quickly be becoming the industry standard. In addition to Sutter, several other surrounding counties have contracted out their medical and mental health services in order to accomplish providing comprehensive services and care for their inmate and ward population.

Title 15 of the California Code of Regulations sets forth the minimum standards for adult facilities. Included within those regulations are specific mandates that local facilities must follow. Those obligations include the responsibility to ensure provisions of emergency and basic health care services, as well as mental health services, to all inmates. Furthermore, the Sheriff's Department contracts with ICE to house ICE detainees in the facility. As such, the facility is also subject to the National Detention Standards. Those standards also require that medical and mental health care are provided to the detainees housed in the facility.

Additionally, with the onset of AB 109, commonly known as "realignment", the burden has shifted to the local counties to house inmates for longer and longer periods of time. The fact that people are now serving prison commitments in the local county facility has required the Sheriff's Department to address the longer term healthcare needs of those in the facility.

Considering all of the above, including increased expectations of standard of care, on December 13, 2016 we sought approval from your Board to release an RFP to explore contracting out our medical and mental health services as an option for providing those services for the inmates housed in the Yuba County jail and the wards housed in the Juvenile Hall

In response to this need and as directed by your Board on December 13, 2016, the Sheriff of the County of Yuba, Yuba County Probation, and the Purchasing Division of Administrative Services facilitated a Request for Proposal (RFP) for detainee medical and mental health services in the Yuba County Jail and in the Tri-County Juvenile Facility. This was a fully inclusive scope of medical and mental health services to be provided to detainees in Yuba County.

Discussion

An Evaluation Committee was convened with representatives of both the Jail and the Tri-County Juvenile Facility to review the responses. Each committee member reviewed and independently scored the proposals. The cumulative scores were compiled and the team ranked CFMG with the highest marks.

The feedback the Committee received from the Juvenile Facility team was that their current arrangement was such that it seemed to be more advantageous to maintain the status quo for their juvenile ward population. Additionally, Sutter County, through Sutter Yuba Behavioral Health, is willing to continue to provide mental services for the Juvenile Hall population. The Committee has decided to recommend the tentative award to CFMG for medical and mental health services in the County jail only.

It was noted by the committee, a critical component to the CFMG model is their commitment to maintain on-site medical staff coverage and to keep positions filled to meet the Jail's medical requirements. Plus, with CFMG's established presence in our surrounding Counties, they are well positioned to provide back-up staffing when required on short notice.

YCEA, who represents the potentially impacted employees, was notified in December that the RFP was being released. They have also been notified that staff would be recommending the tentative award of a contract for jail medical and mental health services. If your Board approves the tentative award of the contract to CFMG, the County will meet and confer with YCEA over the impacts of the decision

Committee Action:

Due to the time sensitive nature of this item, it has been brought directly to your Board for review.

Fiscal Impact:

There will be a fiscal impact on the Sheriff's budget for these services. The RFP requested several pricing options with a worst case total annual cost of \$3,965,287. Our current costs are just over half of this total for our current service levels which are a good deal less than we expect to be provided by CFMG. It is important to note that there are key components of that cost that we will aim to reduce during the final negotiation phase, such as potential reduction of staffing levels, etc. So the final actual program cost is yet to be determined.

Attachments



RECEIVED

APR 24 2017

Clerk/Board of Supervisors



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

191-2017

State Water Resources Control Board

April 20, 2017

The Honorable Board of Supervisors
c/o Donna Stottlemeyer
Clerk of the Board of Supervisors
The County of Yuba
915 8th St., Ste. 109
Marysville, CA 95901

R.E.: GROUNDWATER SUSTAINABILITY AGENCY (GSA) FORMATION DEADLINE

Dear Supervisors:

This is a reminder that the deadline to form groundwater sustainability agencies (GSAs) is fast approaching. Beginning July 1, 2017, the State Water Resources Control Board (State Water Board or Board) can intervene in groundwater basins that contain unmanaged areas. An unmanaged area is a part of a basin that is not managed by a GSA, because: 1) no local agency has formed a GSA; or 2) there are GSA notifications that have not taken effect because of overlap in the management areas proposed by local agencies. Extractors in unmanaged areas will be required to report their groundwater extractions to the State Water Board.

As of April 6, 2017, there were basins in Yuba County that contained unmanaged areas. To prevent state intervention, the Sustainable Groundwater Management Act (SGMA) requires that these basins be managed, in their entirety, by a GSA or a collection of coordinated GSAs by June 30, 2017. A map showing the location of any unmanaged areas in the County is included as an attachment to this letter. We understand that local agencies are working to meet this deadline, that coverage is changing rapidly, and that the County may already be involved in these efforts. This letter is intended to ensure that County leaders and constituents understand the impacts of state intervention. Current information on GSA formation is available at <http://sgma.water.ca.gov/portal>.

There are several options Yuba County can take to eliminate unmanaged areas and prevent state intervention. The County can choose to become a GSA for unmanaged areas by accepting its presumptive role described by Water Code section 10724. Alternatively, the County could partner with other local public agencies and develop a multi-agency GSA. SGMA is written to encourage counties to become the GSA for unmanaged areas in their basin, but it does not require them to do so. Accordingly, a county should notify the Department of Water Resources (DWR) whether or not it intends to become the GSA for any unmanaged areas within its jurisdiction prior to July 1, 2017, or as soon as possible thereafter. Additional information on the County's presumptive role as the GSA for unmanaged areas can be found in the FAQ document included with this letter.

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

After the deadline has passed, if Yuba County declines to be the GSA for an unmanaged area, groundwater users in that unmanaged area will be required to report their groundwater extractions directly to the State Water Board and pay associated fees. The State Water Board can also begin the process to designate the entire basin as a probationary basin. Probationary status may lead the State Water Board to develop an interim plan that directly manages groundwater extractions in the basin.

The State Water Board is committed to supporting local groundwater management efforts, and helping local agencies succeed before state intervention is necessary. If intervention does occur, the State Water Board's goal will be to return the basin to local management as soon as local authorities can demonstrate their capability and willingness to manage the basin sustainably.

Included with this letter is information about the state intervention process. If you have any questions, please contact the Groundwater Management Program at Samuel.Boland-Brien@waterboards.ca.gov or 916-322-9633.

Sincerely,



Sam Boland-Brien
Chief, Groundwater Management Program
State Water Resource Control Board

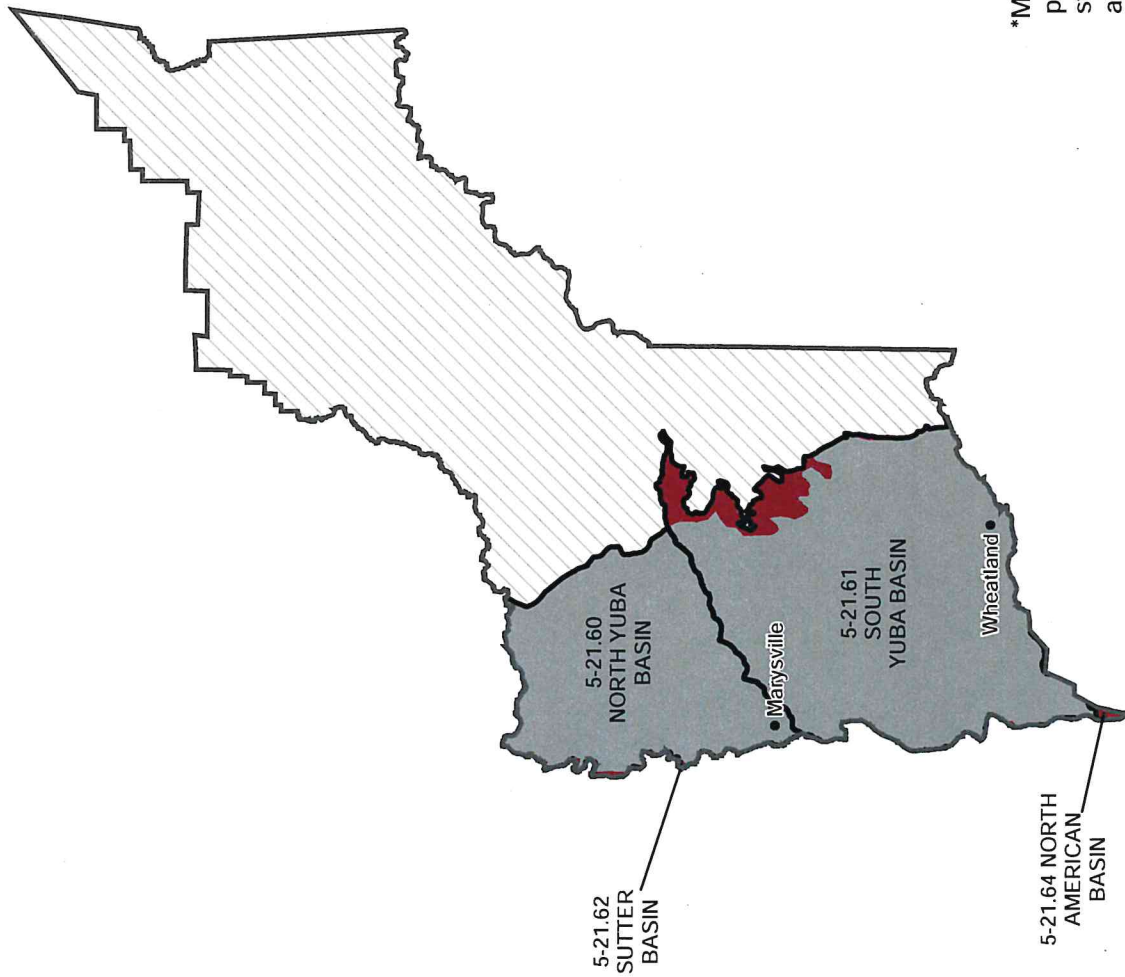
Enclosures

cc:

Via email
Michael Lee, Public Works
Kevin Mallen, Planning Department
Robert Bendorf, County Administrator

April 20, 2017






The Honorable Board of Supervisors
c/o Jim Mitrisin
Clerk of the Board
El Dorado County



*Managed areas include GSA notifications posted within the last 90 days; management status may change. Additional information available at www.waterboards.ca.gov/gmp.
This map is non-binding and is for advisory informational purposes only.



Legend

-  Area Outside High/Medium Priority Basin
-  Basin/Subbasin Boundary
-  Managed Areas*
-  Unmanaged Areas
-  City

YUBA COUNTY
Groundwater Basins with
Unmanaged Areas as of
April 6, 2017



State Intervention – The State Backstop

Sustainable Groundwater Management Act (SGMA)

SGMA and State Intervention

SGMA requires the formation of local groundwater sustainability agencies (GSAs) in California's high- or medium-priority groundwater basins. GSAs are required to develop groundwater sustainability plans (plan) that make basins sustainable within 20 years of implementation. If locals are unable or unwilling to sustainably manage their basin or subbasin, the State Water Resources Control Board (State Water Board or Board) can step in to protect groundwater using a process called state intervention. State intervention is triggered by one of the following events:

Date	Event
July 1, 2017	Entire basin is not covered by GSA(s).
Feb. 1, 2020	Basin is in critical overdraft and there is either 1) no plan or 2) the Department of Water Resources (DWR) fails the plan.
Feb. 1, 2022	There is either 1) no plan or 2) long-term overdraft and DWR fails the plan.
Feb. 1, 2025	DWR fails plan and basin has significant surface water depletions.

For general SGMA information, visit: www.waterboards.ca.gov/water_issues/programs/gmp/sgma.shtml.

Levels of Intervention

Unmanaged Area

An unmanaged area is a part of a basin not within the management area of a GSA before July 1, 2017. Anyone that extracts groundwater from an unmanaged area must submit an extraction report to the State Water Board each year. The first extraction reports are due by Dec. 15, 2017, and must include well location and capacity, where the water was used, purpose of use, and monthly extraction volumes.

Probationary Basin

If local agencies fail to form a GSA, fail to develop an adequate sustainability plan, or fail to implement the plan successfully, the State Water Board may designate the entire basin probationary. Anyone who extracts groundwater from a probationary basin, including extractors under the management of a GSA, must file extraction reports with the Board unless the Board decides to exclude certain types of extractions. The Board may require the use of a meter to measure extractions and reporting of additional information.

Interim Plan

The State Water Board will allow local agencies time to fix the issues in the basin that led to probation. If local agencies are unable to fix those issues, the Board will develop an interim plan to directly manage groundwater extractions. An interim plan will contain corrective actions, a timeline to make the basin sustainable, and a monitoring plan to ensure corrective actions are working.

Extraction Reports

Well owners must ensure extraction reports are submitted to the State Water Board by Dec. 15 of each year for extractions made during the previous water year (Oct. 1 – Sep. 30). An extraction report is required for each well and must include monthly pumping data. Extractions must be measured by a method satisfactory to the Board. Extraction reports must be submitted online through the Board's website. For more information about extraction reports, visit www.waterboards.ca.gov/water_issues/programs/gmp/reporting.

Intervention Fees

Each extraction report must be accompanied by a fee to cover State Water Board intervention costs. The draft fees for state intervention are detailed below.

Fee Category*	Annual Fee	Applicable Parties
Base Filing Fee	\$300 per well	All extractors required to report.
Unmanaged Rate	\$25 per acre-foot	Extractors in unmanaged areas. If extractors use a meter to measure extractions the rate is \$10 per acre-foot.
Probationary Rate	\$40 per acre-foot	Extractors in probationary basins.
Interim Plan Rate	\$55 per acre-foot	Extractors in probationary basins where the Board determines an interim plan is required.
De minimis Fee	\$100 per well	A well owner that extracts two acre-feet or less per year for domestic purposes in a probationary basin, if the Board decides these extractions are significant.
Late Fee	25% of total fee per month	Extractors that do not file reports by the due date.

*Draft fees are subject to change. Additional information available at waterboards.ca.gov/gmp.

Meters and Groundwater Management

The State Water Board can require the installation of meters in a probationary basin. The need for meters will depend on local conditions and the level of intervention required in the basin. The State Water Board is likely to require meters in the development of an interim plan, in order to develop corrective actions and verify compliance with pumping restrictions. Extractors will be responsible for installing and maintaining meters and paying the related costs – although it is unlikely that the Board would require meters for de minimis users (see below).

De minimis Users

A well owner who extracts two acre-feet or less per year from a parcel for domestic purposes is a de minimis user. Domestic purposes do not include commercial activities. A well owner that extracts more than two acre-feet per year from a parcel is not a de minimis user. De minimis users in unmanaged areas are exempt from reporting. However, the State Water Board can require reporting by de minimis users in probationary basins if necessary to manage the basin.

Interim Plans and Groundwater Sustainability Plans

State intervention is intended to temporarily protect groundwater. An interim plan is not intended to permanently manage a basin and is not designed to replace a groundwater sustainability plan. To regain local control, local agencies will have to demonstrate their ability and willingness to manage groundwater sustainably and address the issues that caused state intervention.

For More Information

Additional information on SGMA and state intervention is available at the State Water Board website: www.waterboards.ca.gov/gmp or the DWR website: www.water.ca.gov/groundwater/sgm.

State Water Resources Control Board

Updated March 22, 2017

Frequently Asked Questions on Groundwater Sustainability Agencies State Water Resources Control Board

The 2014 Sustainable Groundwater Management Act (SGMA) requires the formation of groundwater sustainability agencies (GSAs) in high- and medium-priority groundwater basins and subbasins (basins) by June 30, 2017. The following provides general guidance on some frequently asked questions about GSA formation, and will be updated as necessary. This document offers non-binding, advisory opinions. It is not a declaratory decision and does not bind the State Water Resources Control Board (State Water Board or Board) in any future decision. The information provided here supplements additional frequently asked questions about GSAs that the Department of Water Resources (DWR) has responded to (available on DWR's Sustainable Groundwater Management website: <http://www.water.ca.gov/groundwater/sgm/gsa.cfm>).

Contents:

1. Must the county provide notice if it is accepting its presumed status as the groundwater sustainability agency for an unmanaged area?	1
2. How can a county prevent an unmanaged area from being subject to reporting of extractions and payment of fees to the State Water Board if the county cannot determine which areas will be unmanaged as of July 1, 2017?	4
3. Can a county file a notice to be the GSA for unmanaged areas or opt-out of being the GSA for unmanaged areas, prior to July 1, 2017?	5
4. Must a local agency become the GSA for a basin if a local agency has submitted an alternative plan pursuant to Water Code section 10733.6?	5
5. How will the State Water Board respond regarding GSA overlap that occurred prior to Senate Bill 13 (SB 13) becoming effective?	5
6. Which local agencies are eligible to be GSAs?	6
7. How can a water corporation regulated by the California Public Utilities Commission or a mutual water company participate in a GSA?	6
8. What happens if the 90-day waiting period to become an exclusive GSA has not expired by June 30, 2017?	7

1. Must the county provide notice if it is accepting its presumed status as the groundwater sustainability agency for an unmanaged area?

Yes. Water Code Section 10724 establishes a presumption that the county is the groundwater sustainability agency (GSA) for unmanaged areas of a basin. Unmanaged areas are the non-adjudicated portions of high- or medium-priority basins where, as of June 30, 2017, either no

local agency has filed a GSA formation notice with the Department of Water Resources (DWR), or multiple local agencies filed overlapping notices such that none of the agencies become the GSA¹. A county that does not opt out of its status as the presumed GSA must notify DWR of its intent to be the GSA in the unmanaged areas. The county's decision to become a GSA is effective upon acceptance of a complete GSA formation notice by DWR. The current status of posted GSA notices are shown on DWR's SGMA Portal website:

<http://sgma.water.ca.gov/portal/#gsa>

The county's presumptive role can be summarized as follows:

- If an area is unmanaged, a county should notify DWR whether it wants to be the GSA by July 1, 2017, or soon thereafter.
- If two or more local agencies overlap, the combined area will be deemed unmanaged as of July 1, 2017, and the county can become the exclusive GSA by filing a notice with DWR.
- If a county is creating or contributing to the overlap, the county does not become the presumptive GSA. SGMA requires the agencies to resolve the conflict. Until they do so, the area will be deemed unmanaged.

Below are four examples applying the presumption and notice provisions of Water Code section 10724 in different scenarios:

Example A: An area in which no local agency has filed to be the GSA.

If, as of June 30, 2017, no local agency has filed a notice with DWR of its intent to be the GSA, the area is unmanaged. The county is presumed to be the GSA for the unmanaged area. The county must either opt-out of its presumptive role or file a GSA formation notice with DWR. The notification of intent to be the GSA must include all of the information required by Water Code section 10723.8, subdivision (a). Upon acceptance of the complete notice by DWR, the county becomes the exclusive GSA for the unmanaged area. There is no 90-day waiting period for the county's intent to become the GSA to take effect. Alternatively, the county may opt-out of its presumptive role by notifying DWR that it will not be the GSA for the unmanaged area.

Unless the county becomes the GSA for an unmanaged area by filing a GSA formation notice with DWR, groundwater extractors in the unmanaged area will be required to report extractions and pay fees to the State Water Board pursuant to Water Code Section 5202.

Example B: A local agency and a county have filed to be a GSA and all or a portion of their proposed management areas overlap.

If a local agency and a county both file notices with DWR to be a GSA for a basin, and all or a portion of their proposed management areas overlap as of June 30, 2017, neither the local agency nor the county become a GSA. As a result, the proposed management areas of the county and the local agency are unmanaged.

In this situation, the county cannot immediately act upon the presumption that it is the GSA for the unmanaged area. The county has two alternatives. The county and the local agency may

¹ Please see question below pertaining to Senate Bill 13 (SB 13) and overlap that occurred prior to January 1, 2016.

resolve their conflict and, if necessary, file a new notice with non-overlapping boundaries. Otherwise, the county can withdraw its posted notice so that it may file an amended notice, expressing its intent to be the GSA pursuant to Water Code section 10724. Upon withdrawal or modification of the county's original posted notice, however, overlap with the local agency is eliminated and the local agency will become the exclusive GSA for the area that it proposed to manage if the 90-day waiting period set by Water Code section 10723.8, subdivision (c), has expired. The county may file a new or amended notice with DWR of its intent to manage any remaining unmanaged areas pursuant to Water Code section 10724. Upon acceptance of the county's new or amended notice by DWR, the county becomes the exclusive GSA for the unmanaged area. There is no 90-day waiting period for the county's intent to become the GSA to take effect.

If the overlap is not resolved through withdrawal or amendment of either agency's notice, extractors in the unmanaged area will be required to report extractions and pay fees to the State Water Board pursuant to Water Code Section 5202.

Example C: Two local agencies have filed to be a GSA and all or a portion of their proposed management areas overlap.

If two local agencies file notices with DWR to be a GSA for the basin, and all or a portion of their proposed management areas overlap as of June 30, 2017, neither of the local agencies will become a GSA. As a result, the proposed management areas of both local agencies will be unmanaged.

The county is presumed to be the GSA for the unmanaged area. The county must either opt-out of the presumption or file a GSA formation notice with DWR. The notification of intent to be the GSA must include all of the information required by Water Code section 10723.8, subdivision (a). Upon acceptance of the complete notice by DWR, the county becomes the exclusive GSA for the unmanaged area. There is no 90-day waiting period for the county's intent to become the GSA to take effect. Alternatively, the county may opt-out of the presumption by notifying DWR that it will not be the GSA for the unmanaged area.

Unless the county becomes the GSA for an unmanaged area by filing a GSA formation notice with DWR, extractors in the unmanaged area will be required to report extractions and pay fees to the State Water Board pursuant to Water Code Section 5202.

Example D: Two local agencies and a county have filed to be a GSA and all or a portion of their proposed management areas overlap.

If two local agencies and a county file notices with DWR to be a GSA for the basin, and all or a portion of their proposed management areas overlap as of June 30, 2017, neither of the local agencies nor the county will become a GSA. As a result, the proposed management areas of both local agencies and the county will be unmanaged.

In this situation, the county cannot immediately act upon the presumption that it is the GSA for the unmanaged area as it already has a notice posted. If the county intends to exercise its presumption pursuant to Water Code section 10724 as the GSA for unmanaged areas, it must first withdraw its posted notice. Because the overlap of the other local agencies is not eliminated by the county's withdrawal, any area within their proposed GSA management areas remains unmanaged as described in Example C.

Unlike Example B, once the county has withdrawn its posted overlapping notice, it is presumed to be the GSA for the unmanaged area and must either opt-out of its presumptive role as the GSA for the area or file a notice with DWR of its intent to be the GSA. The GSA formation notice must include all of the information required by Water Code section 10723.8, subdivision (a). Upon acceptance of the notice by DWR, the county becomes the exclusive GSA for the unmanaged area. There is no 90-day waiting period for the county's intent to become the GSA to take effect.

Alternatively, the county may opt-out of its presumptive role by notifying DWR that it will not be the GSA for the unmanaged area. As in Example C, if the overlap is not resolved through withdrawal or amendment of either agency's notice and the county opts out, extractors in the unmanaged area will be required to report extractions and pay fees to the State Water Board pursuant to Water Code Section 5202.

Recommendation:

SGMA is written to encourage counties to become the GSA for unmanaged areas in their basin, but it does not require them to do so. Accordingly, a county should notify DWR whether or not it intends to become the GSA for any unmanaged areas within its jurisdiction prior to July 1, 2017, or as soon as possible thereafter.

2. How can a county prevent an unmanaged area from being subject to reporting of extractions and payment of fees to the State Water Board if the county cannot determine which areas will be unmanaged as of July 1, 2017?

The Board recognizes the timing constraints associated with publicly noticing a meeting of the county board of supervisors and ensuring the public is appropriately informed. The Board also acknowledges that information on the extent of unmanaged areas may not be available until July 15, 2017 – the date when DWR is required to have posted all the notices it has received to its internet website.

The Board will work with DWR to identify unmanaged areas as soon as possible after July 1, 2017. The Board intends to send a letter to each county notifying it of the presence of unmanaged areas within its jurisdiction. The letter may include a date after which the Board will enforce reporting requirements if the county has not filed a notice pursuant to Water Code Section 10723.8, subdivision (a) of its intent to be the GSA. The Board may also investigate whether to begin proceedings to declare the basin probationary pursuant to Water Code section 10735.2, subdivision (a)(1).

To become the GSA for an unmanaged area, the county must provide notification to DWR that includes the information required by Water Code section 10723.8, subdivision (a). This information includes the county's service area boundaries, the boundaries of the basin or the portion of the basin that the county intends to manage, other agencies managing groundwater within the basin, a copy of any new bylaws, ordinances, or new authorities adopted by the county related to the management of groundwater in the basin, and a list of interested parties with an explanation of how their interests will be considered in the development and operation of the GSA and the development and implementation of the groundwater sustainability plan. This information may require several months to compile, and the State Water Board urges any county that may be the presumptive GSA to begin the process early. Lack of preparation by a county will not prevent the Board from beginning its intervention process. These actions are

being described to ensure counties and local agencies can begin appropriate actions to form GSAs in a timely fashion.

3. Can a county file a notice to be the GSA for unmanaged areas or opt-out of being the GSA for unmanaged areas, prior to July 1, 2017?

The presumption in Water Code 10724 does not take effect until July 1, 2017, but the county can file a notice expressing its intent to be the GSA for unmanaged areas prior to July 1, 2017. If the county files a notice expressing its intent to be the GSA for unmanaged areas prior to July 1, 2017, the county will become the exclusive GSA on July 1, 2017 for those areas for which either: 1) no local agency has filed a notice of intent to be the GSA or 2) more than one local agency has filed a notice of intent to manage all or a portion of the same area. The county may later withdraw its notice and submit a new or amended notice if the county decides to alter the boundaries of the area that it intends to manage, for example, if the county decides to allow another local agency to be the GSA for all or a portion of the area the county was managing.

The county may also file a notice of its intent not to be the GSA for any unmanaged areas prior to July 1, 2017. Extractors in unmanaged areas within the county will be required to report extractions and pay fees to the State Water Board pursuant to Water Code Section 5202. The county may withdraw its notice if it later decides to be the GSA for an unmanaged area.

4. Must a local agency become the GSA for a basin if a local agency has submitted an alternative plan pursuant to Water Code section 10733.6?

SGMA allows an area to forego formation of a GSA if an alternative plan is submitted and approved as meeting the objectives of SGMA. If an alternative is approved by DWR, extractors in the basin are not subject to reporting pursuant to Water Code section 5202.

If an alternative is disapproved by DWR or withdrawn and the area is not within the management area of a GSA, the county is presumed to be the GSA for the unmanaged area. The county must either opt-out of the presumption or file a notice with DWR of its intent to be the GSA. Unless the county becomes the GSA for the area by filing a GSA formation notice with DWR, extractors in the unmanaged area will be subject to extraction reporting requirements and fees pursuant to Water Code Section 5202 upon withdrawal or disapproval of an alternative. The Board may also designate the basin as probationary 180 days after the date the alternative was disapproved. (Wat. Code sect. 10735.2(a)(1)(C)).

5. How will the State Water Board respond regarding GSA overlap that occurred prior to Senate Bill 13 (SB 13) becoming effective?

Prior to January 1, 2016, SGMA did not clearly identify when a local agency's decision to become a groundwater sustainability agency took effect and whether more than one local agency could become a groundwater sustainability agency for the same area. As amended by Senate Bill 13, effective January 1, 2016, Water Code section 10723.8 clarifies that a local agency's decision to become a groundwater sustainability agency does not take effect if, within the 90-day notice period, another local agency submits an overlapping notification of intent to undertake groundwater management in all or a portion of the same area.

Because the statute was not clear prior to its amendment, the State Water Board will consider areas with GSA overlap that occurred prior to the effective date of SB 13 on January 1, 2016, to be groundwater sustainability agencies for the areas identified in notices submitted to DWR. The reporting requirements of Water Code section 5202, subdivision (a)(2), will not apply to a person who extracts groundwater within the management areas of these agencies.

Uncoordinated planning and management of the same area by multiple groundwater sustainability agencies may be the basis for designation of the basin as probationary pursuant to Water Code section 10735.2, subdivision (a)(1)(B). Multiple plans for the same basin that are implemented by multiple groundwater sustainability agencies are also required to be coordinated pursuant to a single coordination agreement to satisfy Water Code section 10727, subdivision (b).

6. Which local agencies are eligible to be GSAs?

Any local public agency that has water supply, water management, or land use responsibilities within a groundwater basin can decide to become a GSA. A single local agency can decide to become a GSA, or a combination of local agencies can decide to form a GSA by using a joint powers agreement, a memorandum of agreement (MOA), or other legal agreement. The State Water Board has sent several letters to entities who requested clarification on GSA eligibility; these letters are available on the State Water Board's website at

http://www.waterboards.ca.gov/water_issues/programs/gmp/eligibility.shtml.

Wat. Code, §§ 10721, 10723, 10723.6, 10723.8, & 10726.8.

7. How can a water corporation regulated by the California Public Utilities Commission or a mutual water company participate in a GSA?

Only local public agencies can become or form a GSA. However, a water corporation regulated by the California Public Utilities Commission or a mutual water company may participate in a GSA through a MOA or other legal agreement. The structure of an agreement that allows participation by private water entities is up to the GSA to determine, but that agreement must be in compliance with applicable laws governing agreements between public and private entities. SGMA does not confer any additional powers to a nongovernmental agency.

Some mutual water companies have proposed to participate in a GSA by entering a joint powers agreement with other local agencies. Unlike water corporations, mutual water companies may enter into a joint powers agreement with one or more public agencies for the purpose of jointly exercising any power common to the contracting parties. (Gov. Code, § 6525.) However, only local public agencies are authorized by Water Code section 10723.6 to form a GSA using a joint powers agreement. Furthermore, an agency created by a joint powers agreement holds only those powers that are common to its signatory members. Because a mutual water company does not have the independent authority to become a GSA, a JPA that includes a mutual water company as a signatory member also lacks the authority to become a GSA.

This does not foreclose a mutual water company from participating in a GSA that has been formed by a joint powers agreement. Although it cannot be a signatory member, a mutual water company may participate in the governance of a GSA if the members agree to grant it a seat on the governing board. An example of a joint powers authority that includes representatives of

local mutual water companies on its governing board is the Sacramento Central Groundwater Authority, whose joint powers agreement is available here:

<http://www.scgah2o.org/documents/Sacramento%20Central%20JPA.pdf>.

Note that groundwater extractors not located within a valid GSA as of July 1, 2017, are required to report extractions and pay fees to the State Water Board.

Wat. Code, §§ 5202, 10723 & 10723.6; Gov. Code, § 6525.

8. What happens if the 90-day waiting period to become an exclusive GSA has not expired by June 30, 2017?

The State Water Board will not intervene in a basin in which the entire basin is within the management area of a GSA, even if the 90-day notice period for a GSA to become the exclusive GSA for that area has not expired by June 30, 2017. If another local agency files a notification of decision to become a GSA for all or a portion of the same area within a basin, such that neither decision to become a GSA will take effect after the 90-day notice period, the basin is subject to state intervention. *Wat. Code, §§ 10723.8, subd. (c) & 10735.2(a).*



**CALIFORNIA STATE ASSOCIATION
OF COUNTIES**



**CALIFORNIA ASSOCIATION OF
PUBLIC HOSPITALS AND HEALTH
SYSTEMS**



**COUNTY BEHAVIORAL HEALTH
DIRECTORS ASSOCIATION**



**COUNTY HEALTH EXECUTIVES
ASSOCIATION OF CALIFORNIA**



**COUNTY MEDICAL SERVICES
PROGRAM**



**COUNTY WELFARE DIRECTORS
ASSOCIATION**



URBAN COUNTIES OF CALIFORNIA

April 27, 2017

Dear California Congressional Delegation:

The undersigned California county associations strongly oppose the American Health Care Act (AHCA). California is a state of nearly 40 million people and counties care for up to one third of Californians. If enacted, the bill would shift tens of billions of dollars in costs to counties and reverse the significant progress our state has made in providing health care coverage to millions of our residents.

Among our numerous concerns are the following:

- The bill eliminates the Medicaid expansion in 2020, which has enabled counties to cover 3.7 million new individuals in Medi-Cal;
- The bill places a per-capita cap on federal Medicaid spending, ending the federal state and county partnership that has lasted 50 years and penalizing our state's efforts to keep costs low through managed care and other cost containment measures;
- The legislation institutes a number of administrative changes to Medicaid that would make it more difficult to maintain health coverage;
- The AHCA eliminates the enhanced federal match California uses to ensure persons with disabilities and older Americans are able to stay in their homes with In-Home Supportive Services (IHSS); and,
- The bill ends the \$90 million a year the state has received under the Prevention and Public Health Fund, which is used by local health departments to invest in public health prevention activities protecting all Californians.

Since the enactment of the Affordable Care Act, the state's uninsured rate has been cut by nearly two-thirds - - to 7.1 percent, according to the Centers for Disease Control and Prevention. The Congressional Budget Office (CBO) estimate confirms our deep concern that the bill would seriously harm the residents of our state. According to CBO, over the next ten years:

- 14 million fewer individuals would be insured through Medicaid -- a reduction of roughly 17 percent relative to the number projected under current law;

- Federal contributions to Medicaid would be cut by 25 percent (\$880 billion);
- The national safety net of public hospitals and health systems, including county systems, would be under further stress with 14 million more people uninsured next year, rising to 24 million by 2026; and
- Providing states with the options to select a Medicaid block grant and/or require work for coverage would shift even more costs to states and increase the uninsured rate.

Finally, the recently proposed MacArthur Amendment drives the American Health Care Act further away from what California's county associations consider acceptable. The amendment permits states to allow insurers to sell plans that do not contain all ten of the Essential Health Benefits required of ACA plans, which include maternity care, substance use and mental health treatment, and prescription drugs. The amendment also allows states to approve insurance plans to charge higher premiums for persons with chronic and costly conditions such as cancer, which may lead to states creating high risk pools partially funded by the federal government to help pay for sicker individuals. These pools, however, have been woefully underfunded in the past and California's counties are concerned that these changes will negatively impact access to care for individuals with preexisting conditions. For these reasons, we urge you to vote 'no' on the American Health Care Act.

Sincerely,



Matt Cate
Executive Director
California State Association of Counties
(CSAC)



Michelle Gibbons
Executive Director
County Health Executives Association
of California (CHEAC)



Erica Murray
President and Chief Executive Officer
California Association of Public
Hospitals and Health Systems (CAPH)



Kirsten Barlow
Executive Director
County Behavioral Health Directors
Association of California (CBHDA)



Frank Mecca
Executive Director
County Welfare Directors Association of
California (CWDA)



Kari Brownstein
Administrative Officer
County Medical Services Program
(CMSP)



Jolena Voorhis
Executive Director
Urban Counties of California

199-2017



LINNÉ K. STOUT
DIRECTOR

State of California-Health and Human Services Agency
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www.csd.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

RECEIVED

APR 28 2017

Clerk/Board of Supervisors

May 26, 2017

Brynda Stranix, Executive Director
Yuba-Sutter Economic Development Corporation
950 Tharp Road, Suite 1303
Yuba City, CA 95993

Dear Ms. Stranix:

Audit Transmittal Report (TR) 16-037 (FYE 6/30/16)

The Department of Community Services and Development (CSD) has performed a desk review of an audit report submitted to this office by the County of Yuba, or the auditor identified below. This review is conducted in accordance with the provisions of Office of Management and Budget (OMB) Title 2, Code of Federal Regulations (CFR), Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F, Section §200.500 et seq.

Auditor: CliftonLarsonAllen LLP

Audit Period: 7/1/15 – 6/30/16

Contract Number: 15F-2053

Report Date: 3/27/17

Date Received: 3/30/17

The State Controller's Office (SCO) reviews the audit report to ensure that applicable standards have been met and to resolve outstanding matters as to format, required statements, and items which appear to cut across multiple programs or funding sources.

The review by this department covers the statements as they pertain to CSD contracts, and any issues referred to CSD for resolution by the SCO. Because the SCO has not completed their review at this time, CSD will issue a revised transmittal addressing any issues subsequently identified by the SCO. The assignment of the TR number, shown as the subject, enters the report into our follow-up system to ensure that all audit discrepancies are resolved.

Based on our review, we have the following comments and/or actions required:

RELATED CONCERNS:

The single audit report identified one instance of material weakness related to the internal control over financial reporting. Although this instance doesn't appear to be directly related to CSD's pass-through funding; concerns exist that CSD's programs may have similar issues. CSD considers this issue closed since the agency provided planned corrective action. However, CSD will review next year's single audit report to ensure the agency implemented the corrective action.

CONTRACT NUMBER: 15F-2053

CSD reimbursements (based on reported costs) exceed reported audited costs by \$185 as follows:

\$ 255,599	CSD Amount Reimbursed
+ 161	Interest Earned FYE 6/30/15 (See Enclosure A, page # A-1)
- 56	Interest Earned FYE 6/30/16 (See Enclosure A, page # A-1)
- 100	Interest Allowed for Agency to Expend on Administrative Operating Costs
- 61,123	Audited Costs Reported FYE 6/30/15 (See Enclosure A, page # A-2)
- 194,296	Audited Costs Reported FYE 6/30/16 (See Enclosure A, page # A-3)
<u>\$ 185</u>	Amount Due CSD

Action Required:

1. Please reconcile the difference of \$185 and submit corrected Schedule of Expenditures of Federal Awards (SEFA) and/or Supplemental Statements of Revenue and Expenditures (SSRE), or
2. Refund \$185 to CSD within 15 days from the date of this letter.

SUPPLEMENTAL STATEMENTS (REPEAT FINDING):

The Supplemental Statements of Revenues and Expenditures (SSRE) do not conform to the requirements of CSD's Supplemental Audit Guide. According to the guide, *"The supplemental statement must include the contract budget line items, expenditures for each budget line item by fiscal year, total audited costs and total reported expenses by budget line item."*

Action Required:

3. Ensure that all future single audit reports include supplemental statements broken out by fiscal year for contracts that close out during the audit period. Specifically, please provide the contract **total audited costs** in the year the contract is closing (See Enclosure A, page # A-4).

Brynda Stranix
May 26, 2017

Please submit a written response indicating corrective actions taken to resolve the issue/finding and action required in the audit report and this transmittal letter within 15 days of this notice. If the agency has any questions or requires additional information, please contact me at (916) 576-5298 or Jeffry.Takili@csd.ca.gov.

Thank you for your dedication and commitment to serve low-income individuals and families throughout the state. I look forward to working in partnership with you to develop innovative and effective programs as well as strengthen our capacity to, not only improve the lives of those living in poverty, but to reduce poverty in California.

Sincerely,



Jeffry Takili
CSD Management Auditor
Audit Services Unit

Enclosures (4)

c: Randy Fletcher, Chair, Yuba County Board of Supervisors
Steve Duckels, Chair, Yuba County Community Services Commission
Jackie Sillman, Chair, Sutter County Community Action Agency
CliftonLarsonAllen LLP

COUNTY OF YUBA

Supplemental Statement of Revenue and Expenditures
CSD Contract No. 15F-2053 (CSBG - \$255,599)
For The Period January 1, 2015 through December 31, 2015

	January 1, 2015 through June 30, 2015	July 1, 2015 through December 31, 2015	Total Reported	Total Budget
<u>Revenue</u>				
Grant revenue	\$ 109,990	\$ 145,609	\$ 255,599	\$ 357,842
Interest income	161	(56)	105	750
Total Revenue	<u>\$ 110,151</u>	<u>\$ 145,553</u>	<u>\$ 255,704</u>	<u>\$ 358,592</u>
<u>Expenditures</u>				
Administration:				
Salaries and wages	\$ 12,327	\$ 24,711	\$ 37,038	\$ 18,500
Fringe benefits	1,022	4,197	5,219	4,100
Operating expenses	--	238	238	28,116
A-87 Charges	--	1,069	1,069	4,138
Other costs	35	379	414	--
Subtotal Administrative Costs	<u>13,384</u>	<u>30,594</u>	<u>43,978</u>	<u>54,854</u>
Program Costs:				
Subcontractor services	--	--	--	304,039
Other costs	47,740	163,702	211,442	--
Subtotal Program Costs	<u>47,740</u>	<u>163,702</u>	<u>211,442</u>	<u>304,039</u>
Total Costs	<u>61,124</u>	<u>194,296</u>	<u>255,420</u>	<u>358,893</u>
Revenue over (under) costs	<u>\$ 49,027</u>	<u>\$ (48,743)</u>	<u>\$ 284</u>	<u>\$ (301)</u>

COUNTY OF YUBA

Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2015

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Expenditures
Adoption Assistance - IV-E ADMIN.	93.659	--	29,057
Adoptions Indep & Case Mgmt - IV-E	93.659	--	65,364
NoRecurring Adoption Expense - IV-E	93.659	--	1,683
Subtotal CFDA Number 93.659			<u>1,942,033</u>
Promoting Safe and Stable Families	93.556	--	<u>70,326</u>
Refugee & Entrant Asst - Voluntary Agency Prog - RCA/Hardships	93.566	--	<u>2,001</u>
Child Welfare Services - IV-B	93.645	--	<u>74,870</u>
CWS Title XX Ledger Shift/Augment - Title XX	93.667	--	206,853
CalWorks-Single Allocation - Title XX	93.667	--	72,085
Subtotal CFDA Number 93.667			<u>278,938</u>
Independent Living Program - IV-E CFCIP	93.674	--	<u>66,885</u>
Subtotal Pass-Through			<u>20,152,368</u>
Passed through the State Department of Child Support Services:			
Child Support Enforcement	93.563	--	2,130,219
Subtotal CFDA Number 93.563			<u>2,130,219</u>
Passed through the State Department Community Services and Development:			
Community Services Block Grant	93.569	14F-3048	179,103
Community Services Block Grant	93.569	14F-3053	170,715
Community Services Block Grant	93.569	15F-2053	61,123
Subtotal CSBG Cluster			<u>410,941</u>
Total U.S. Department of Health & Human Services			<u>\$ 22,693,528</u>
U.S. Department of Homeland Security			
Passed through California Emergency Management Agency:			
Emergency Management Performance Grant	97.042	2014 - 0070	<u>\$ 281,064</u>
Homeland Security Grant Program	97.067	2014 - 0093	50,341
Homeland Security Grant Program	97.067	2013 - 110	92,873
Subtotal CFDA Number 97.067			<u>143,214</u>
Total U.S. Department of Homeland Security			<u>\$ 424,278</u>
Total Expenditures of Federal Awards			<u><u>\$ 38,975,666</u></u>

See accompanying Notes to Schedule of Expenditures of Federal Awards

COUNTY OF YUBA

Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2016

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Federal Expenditures	Passed Through to Subrecipients
Passed through California Board of State & Community Corrections:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	BSCC 617-14	\$ 205,778	\$ -
Subtotal Pass-Through			<u>205,778</u>	<u>-</u>
Total U.S. Department of Justice			<u>\$ 752,652</u>	<u>\$ -</u>
U.S. Department of Transportation, Federal Aviation Administration (FAA)				
Direct Programs:				
Airport improvement Program	20.106		\$ 108,761	\$ -
Total U.S. Department of Transportation, Federal Aviation Administration			<u>\$ 108,761</u>	<u>\$ -</u>
U. S. Department of Transportation Federal Highway Administration (FHWA)				
Passed through State Department of Transportation:				
Highway Planning and Construction	20.205	BRLO-5916 (074)	\$ 57,449	\$ -
Highway Planning and Construction	20.205	BRLO-5916 (084)	18,786	-
Highway Planning and Construction	20.205	BRLO-5916 (087)	30,831	-
Highway Planning and Construction	20.205	BRLO-5916 (092)	65,087	-
Highway Planning and Construction	20.205	BRLO-5916 (093)	473,249	-
Highway Planning and Construction	20.205	BRLO-5916 (104)	8,741	-
Highway Planning and Construction	20.205	BRLO-5916 (105)	24,336	-
Highway Planning and Construction	20.205	BRLO-5916 (106)	37,122	-
Highway Planning and Construction	20.205	BRLO-5916 (107)	37,496	-
Highway Planning and Construction	20.205	CML-5916 (096)	516,396	-
Highway Planning and Construction	20.205	HRRRL-5916 (109)	45,448	-
Highway Planning and Construction	20.205	HRRRL-5916 (110)	113,040	-
Highway Planning and Construction	20.205	STPL-5916 (108)	448,980	-
Highway Planning and Construction	20.205	STPL-5916 (114)	14,492	-
Highway Planning and Construction	20.205	STPLR-7500 (215)	13,229	-
Subtotal CFDA Number 20.205			<u>1,904,682</u>	<u>-</u>
Total U.S. Department of Transportation			<u>\$ 1,904,682</u>	<u>\$ -</u>
U. S. Department of Health and Human Services				
Direct Programs:				
Child Support Enforcement	93.563		\$ 2,015,842	\$ -
Subtotal Pass-Through			<u>2,015,842</u>	<u>-</u>
Passed through the State Department Community Services and Development:				
Community Services Block Grant	93.569	15F2053	194,296	-
Subtotal Pass-Through			<u>194,296</u>	<u>-</u>
Passed through State Department of Health Care Services:				
Maternal & Child Health Federal Consolidated Programs	93.110	2015-58	108,027	-
Immunization Grant	93.268	15-10467	36,087	-
Maternal & Child Health Services Block Grant to the States	93.994	2015-58	67,470	-
Subtotal Pass-Through			<u>211,584</u>	<u>-</u>
Children's Health Insurance Program - California Children Services	93.767	490-14	24,957	-
Subtotal Pass-Through			<u>24,957</u>	<u>-</u>

- CSBG Contracts -

EXHIBIT A

ACME COMMUNITY DEVELOPMENT INC
SUPPLEMENTAL STATEMENT OF REVENUE AND EXPENDITURES (SSRE)
CSD CONTRACT NO. 16F-XXXX
FOR THE PERIOD JAN. 1, 2016 THROUGH DEC. 31, 2016

	1-Jan-16 through 30-Jun-16	1-Jul-16 through 31-Dec-16	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE					
Grant Revenue	\$271,486	\$407,230	\$678,716		\$678,716
Interest Income ⁽²⁾	\$0	\$0	\$0		
Other Income	\$0	\$0	\$0		
Total Revenue:	\$271,486	\$407,230	\$678,716		\$678,716
EXPENDITURES ⁽¹⁾					
Administrative Costs					
Salaries & Wages	\$105,392	\$158,087	\$263,479	\$263,479	\$263,479
Fringe benefits	\$24,171	\$36,256	\$60,427	\$60,427	\$60,427
Operating Expenses	\$64,080	\$96,120	\$160,200	\$160,200	\$160,200
Equipment	\$0	\$0	\$0	\$0	\$0
Out-of-State Travel	\$2,000	\$3,000	\$5,000	\$5,000	\$5,000
Contract/Consultant Services	\$4,783	\$7,175	\$11,958	\$11,958	\$11,958
Other Costs	\$0	\$0	\$0	\$0	\$0
Total Administrative Costs:	\$200,426	\$300,638	\$501,064	\$501,064	\$501,064
Program Costs					
Salaries & Wages	\$46,077	\$69,116	\$115,193	\$115,193	\$115,193
Fringe benefits	\$12,464	\$18,695	\$31,159	\$31,159	\$31,159
Operating Expenses	\$8,998	\$13,498	\$22,496	\$22,496	\$22,496
Equipment	\$0	\$0	\$0	\$0	\$0
Out-of-State Travel	\$2,322	\$3,482	\$5,804	\$5,804	\$5,804
Subcontractor/Consultant Services	\$1,200	\$1,800	\$3,000	\$3,000	\$3,000
Other Costs	\$0	\$0	\$0	\$0	\$0
Total Program Costs	\$71,061	\$106,591	\$177,652	\$177,652	\$177,652
Total Expenses:	\$271,486	\$407,230	\$678,716	\$678,716	\$678,716

⁽¹⁾ Please note that the supplemental statements should be based on the budget line items contained in the contract and will need to be adjusted to incorporate the line items applicable to specific contracts.

⁽²⁾ Interest Income should not be reported on the SEFA but will get reported in the SSRE

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Michael Lee

SUBJECT: Public Hearing - Hold public hearing to hear any protests or objections to the intention to levy and collect assessments, adopt resolution confirming the diagram and assessments within the Gledhill Landscaping and Lighting District for fiscal year 2017/2018.

DATE: May 23, 2017

NUMBER: 114/2017

Recommendation

Approve the resolution confirming the diagram and assessments within the Gledhill Landscaping and Lighting District.

Background

On April 25, 2017, your Board approved a resolution adopting the Engineer's Report and declaring an intention to levy and collect assessments within the District and established that a public hearing be held on May 23, 2017 at 9:00 a.m. in the Board of Supervisors Chambers.

Discussion

The assessment, shown in the Engineer's Report, will provide revenue needed to operate the district for fiscal year 2017/2018. There has been no change in the assessment rate from last year's rate. There are 3,697 dwelling units that are assessed at \$13.20 for the total revenue of \$48,800.40 for the fiscal year 2017/2018. These funds are used to maintain landscaping, repair recreational equipment, improve existing irrigation, install new irrigation and landscaping, and other work required to operate the district.

Committee Action: (Omit if to Committee)

The Land Use & Public works Committee was bypassed as this action is routine in nature and occurs annually.

Fiscal Impact:

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

Attachments

114/2017 Resolution confirming the diagram and assessments

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

RESOLUTION CONFIRMING THE)
DIAGRAM AND ASSESSMENTS WITHIN)
GLEDHILL LANDSCAPING AND LIGHTING)
DISTRICT)

RESOLUTION NO._____

WHEREAS, pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22631) the Board of Supervisors shall adopt a resolution confirming the Diagram and Assessment for Gledhill Landscaping and Lighting District for fiscal year 2017/2018, and

WHEREAS, on April 25, 2017, the Board of Supervisors adopted a resolution declaring its intention to levy and collect assessments within Gledhill Landscaping and Lighting District and held a public hearing on said intention on May 23, 2017 in the Board of Supervisors Chambers, 915 Eighth Street, Marysville, California, and,

WHEREAS, said public hearing was held as ordered, and all interested parties and proponents were heard.

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors hereby finds, declares and orders:

1) Pursuant to and in accordance with orders contained in the aforesaid Resolution, notice was duly published in the Appeal Democrat, a newspaper of general circulation published in Yuba County, one time pursuant to Government Code Section 6066.

2) A public hearing was held and ordered and said Board of Supervisors met to hear any protests or objections to the intention to levy and collect assessments at the aforesaid time and place.

3) At said public hearing all persons present were given an opportunity to hear and be heard with respect to any matter relative to intention to levy and collect assessments.

4) The diagram for the district is confirmed (Appendix A).

5) Order levy and collection of assessments for the maintenance, operation and improvements to all district parks for fiscal year 2017/2018.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2017, by the following vote.

AYES:

NOES:

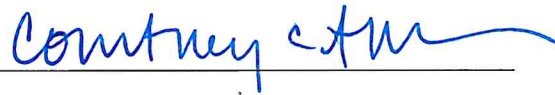
ABSENT:

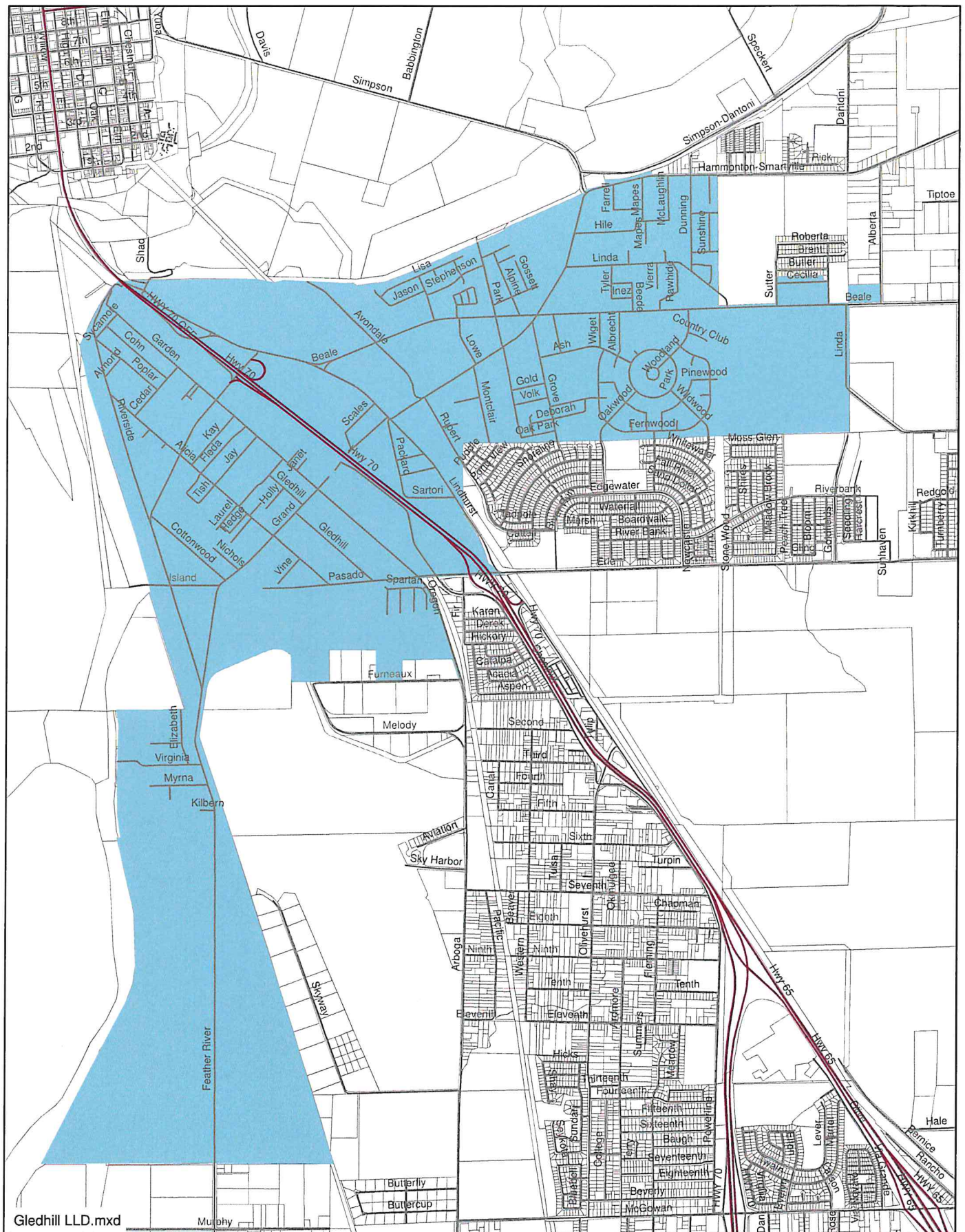
ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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





APPENDIX "A"
GLEDHILL LANDSCAPING AND LIGHTING DISTRICT

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Michael Lee

SUBJECT: Public Hearing - Hold public hearing to hear any protests or objections to the intention to levy and collect assessments, adopt resolution determining and imposing assessments within the Linda Street Lighting Maintenance District for fiscal year 2017/2018.

DATE: May 23, 2017

NUMBER: 116/2017

Recommendation

Adopt resolution determining and imposing assessments within the Linda Street Lighting Maintenance District for fiscal year 2017/2018.

Background

The Linda Street Lighting Maintenance District was formed on August 7, 1967, pursuant to the Improvement Act of 1911 (Streets and Highways Code, Division 7, Part 3, Chapter 26, commencing with Section 5830). Annual assessments are imposed upon each parcel of real property within the district based on the estimated benefit to the parcel in a cumulative amount sufficient to cover the annual expense of maintenance and operation of an electrical street lighting system owned, maintained and operated by Pacific Gas and Electric Company.

Discussion

Streets and Highways Code Section 5830.1 requires lighting maintenance assessments to be levied pursuant to Chapter 6.1 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the Government Code (The Benefit Assessment Act of 1982). Government Code section 54717, subdivision (c), authorizes the Board of Supervisors to annually determine the cost of the service, which is financed by the assessment, and by ordinance or resolution, determine and impose the assessment.

The proposed assessment for fiscal year 2017-2018 is \$12 per unit, the same as for fiscal year 2016-2017. There are a total of 3,942 units that are assessed \$12.00 per unit for the total revenue of \$47,304.00 for the fiscal year 2017-2018. These funds are used to maintain and operate the streetlights.

Committee Action:

The Land Use & Public Works Committee was bypassed as this action is routine in nature and occurs annually.

Fiscal Impact:

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

Attachments

116/2017 Resolution determining and imposing assessments

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

**RESOLUTION DETERMINING)
AND IMPOSING ASSESSMENT)
WITHIN LINDA STREET LIGHTING)
MAINTENANCE DISTRICT)**

RESOLUTION NO. _____

WHEREAS, Linda Street Lighting Maintenance district was formed on August 7, 1967, pursuant to the Improvement Act of 1911 (Streets and Highways Code, Division 7, Part 3, Chapter 26, commencing with section 5830); and

WHEREAS, subsequent to formation, annual assessments have been imposed upon each parcel of real property within the district on the basis of the estimated benefit to the parcel in a cumulative amount sufficient to cover the annual expense of maintenance and operation of an electrical street lighting system owned, maintained and operated by Pacific Gas and Electric Company; and

WHEREAS, the current \$12.00 per unit assessment was imposed on August 23, 1995; and

WHEREAS, Streets and Highways Code section 5830.1 requires lighting maintenance assessments to be levied pursuant to Chapter 6.1 (commencing with Section 54703) of Part 1 of division 2 of Title 5 of the Government Code (The Benefit Assessment Act of 1982). Government Code section 54715(a), authorizes the Board of Supervisors to determine and propose for adoption an annual assessment on each parcel of real property within the jurisdiction of the local agency, by ordinance or resolution, adopted after notice and public hearing.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors hereby:

1. Finds that the estimated cost of maintaining and operating the street lights within the Linda Street Lighting Maintenance District during fiscal year 2017-2018 is \$375,000.00.
2. Finds that the estimated benefit to each unit within the Linda Street Lighting Maintenance District for the ensuing fiscal year 2017-2018 is Twelve Dollars (\$12.00).
3. Hereby levies an assessment of Twelve Dollars (\$12.00) per unit on each parcel of real property within the Linda Street Lighting Maintenance District for the ensuing fiscal year.
4. The diagram for the district is confirmed (Appendix A).

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the
County of Yuba, State of California on the _____ day of _____, 2017, by the
following vote.

AYES:

NOES:

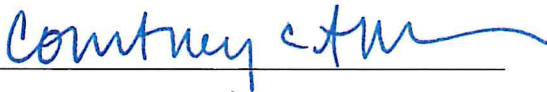
ABSENT:

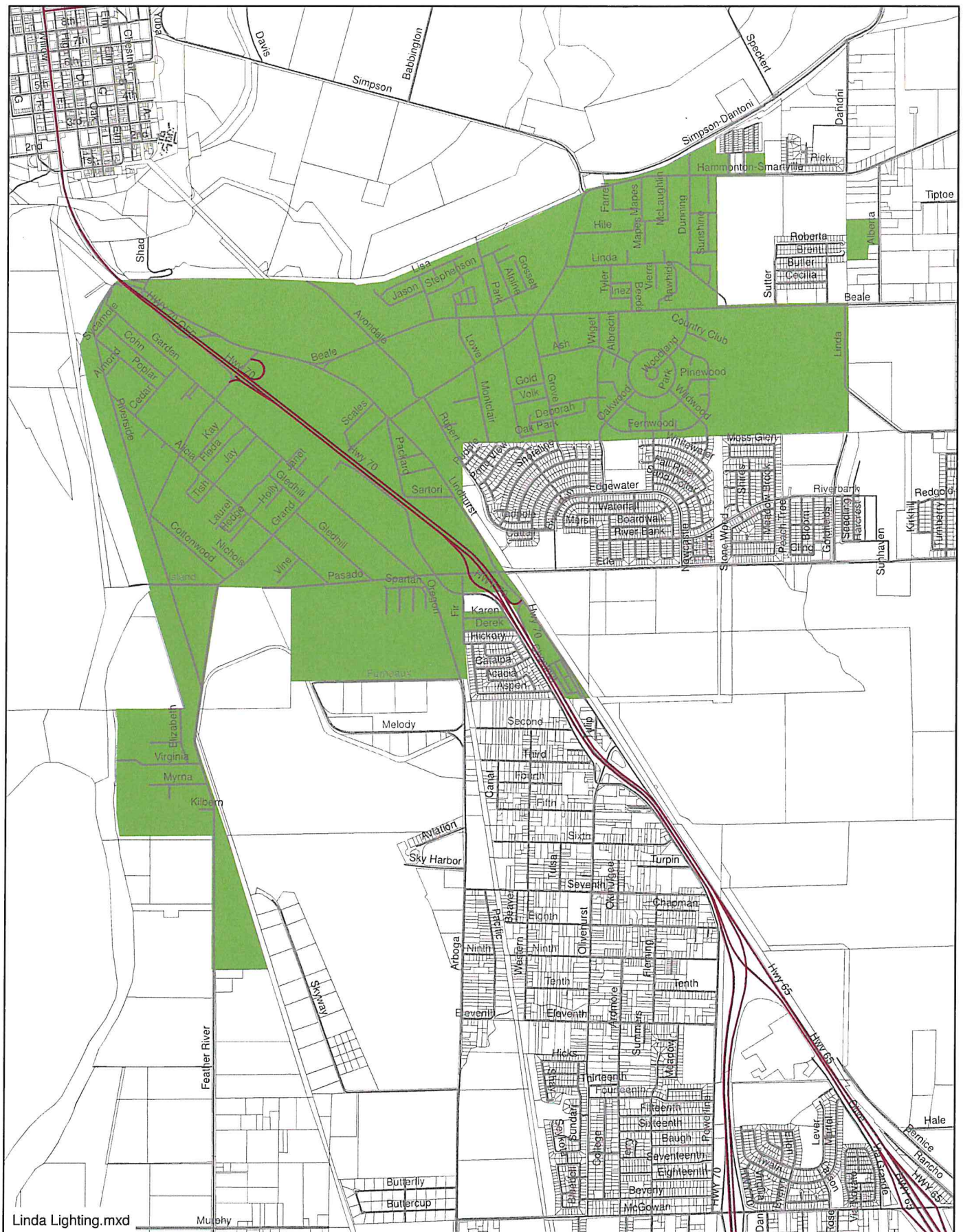
ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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





APPENDIX "A"

LINDA LIGHTING DISTRICT

The County of Yuba



TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Donna Stottlemeyer

SUBJECT: Hold public hearing and approve Keystone Cemetery District Conflict of Interest Code.

DATE: May 23, 2017

NUMBER: 192/2017

Recommendation

Hold public hearing and approve Keystone Cemetery District Conflict of Interest Code.

Background and Discussion:

Every two years special districts and local agencies within the County are required to review their conflict of interest code pursuant to Government Code §87300 and update if necessary and submit for your approval.

An agency code is not valid until approval of the code reviewing body, which is the Board of Supervisors for agencies with boundaries solely in Yuba County.

Committee Action:

This matter is brought directly to the Board for approval as it is routine recurring every two years as mandated by the State.

Fiscal Impact:

There is no fiscal impact.

Attachments

192-2017 Keystone Cemetery District COI

CONFLICT OF INTEREST CODE FOR THE KEYSTONE CEMETERY DISTRICT

The Political Reform Act of 1974, Government Code §81000, et. Seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations §18730, which contains terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after Public notice and hearings. Therefore, the terms of 2 California Code of Regulations §18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth are hereby incorporated by reference and constitute the Conflict of Interest Code of the **KEYSTONE CEMETERY DISTRICT**

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

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

APPENDIX A: DESIGNATED POSITIONS

<u>List of Designated Positions</u>	<u>Assigned Disclosure Categories</u>
Trustees	1
Consultants	1

For purposes of the Code and pursuant to Title 2 California Code of Regulations § 18700.3, a "consultant" means an individual who, pursuant to a contract with a state or local government agency:

- 1) Makes a governmental decision whether to: Approve a rate, rule, or regulation; (B) Adopt or enforce a law; (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval; (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract; (F) Grant agency approval to a plan, design, report, study, or similar item; (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; OR
- 2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.

Consultants to the District shall be subjected to disclosure under Category 1, subject to the following limitation:

The Board of Trustees may determine in writing that a particular consultant, although a "Designated Employee" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of Category 1. In such cases, the Board of Trustees may designate a different disclosure requirement. Such designation must be made in writing and based upon that description, a statement to the extent of the consultant's disclosure requirements. (2 CCR 18734). The Board of Trustees designation must be filed in advance of the disclosure by the consultant, with the **KEYSTONE CEMETERY DISTRICT** Conflict of Interest Code and also filed with the code review body and must be delivered to the consultant along with a copy of the Conflict of Interest Code and the manual and forms for disclosure.

APPENDIX B: DISCLOSURE CATEGORIES

Disclosure Category 1:

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

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

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

- All interest in real property in the jurisdiction, which was acquired by, lease, or otherwise used by the **KEYSTONE CEMETERY DISTRICT**

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

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

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

Adopted by the **KEYSTONE CEMETERY DISTRICT** Board of Trustees on
January 16, 2017.

Dated: January 16, 2017

Chair 
Morris E. Moody

The County of Yuba

Clerk of the Board of Supervisors



TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Rachel Ferris

SUBJECT: Public Hearing: Hold public hearing and approve Olivehurst Public Utilities District Amended Conflict of Interest Code. (Clerk of the Board) (Five minute estimate)

DATE: May 23, 2017

NUMBER: 201/2017

Recommendation

Hold public hearing and approve Olivehurst Public Utilities District Amended Conflict of Interest Code.

Background and Discussion:

Every two years special districts and local agencies within the County are required to review their conflict of interest code pursuant to Government Code §87300 and update if necessary and submit for your approval. Subject code has been received and reviewed by Counsel for legal sufficiency and is submitted for your approval.

An agency code is not valid until approval of the code reviewing body, which is the Board of Supervisors for agencies with boundaries solely in Yuba County.

Committee Action:

This matter is brought directly to the Board for approval as it is routine recurring every two years as mandated by the State.

Fiscal Impact: There is no fiscal impact.

Attachments

201-2017 OPUD Conflict of Interest

OLIVEHURST PUBLIC UTILITY DISTRICTRESOLUTION NO. 1095

A RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

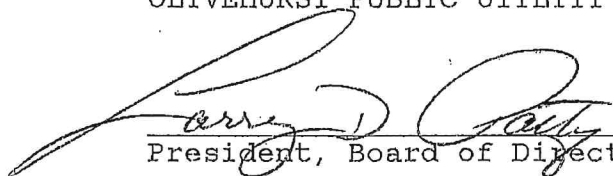
WHEREAS, the Political Reform Act, Government Code sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes, and

WHEREAS, the Fair Political Practices Commission has adopted a model form of Conflict of Interest Code suitable for local agencies, including this District.


NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Olivehurst Public Utility District hereby adopts the attached "Conflict of Interest Code for Olivehurst Public Utility District" and directs the Secretary to forward the same to the Fair Political Practices Commission as the Code reviewing authority, for approval pursuant to Government Code Section 87303.

PASSED AND ADOPTED this 18th day of JULY, 1991.

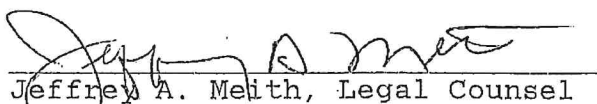
OLIVEHURST PUBLIC UTILITY DISTRICT


 President, Board of Directors

ATTEST:


 Deputy Clerk & ex-officio Secretary

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY


 Jeffrey A. Meith, Legal Counsel

* * * * *

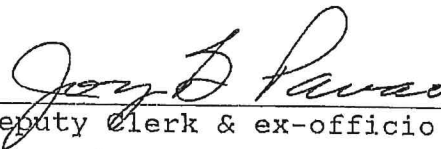
I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted and passed by the Board of Directors of the Olivehurst Public Utility District, Yuba County, California, at a meeting thereof held on the 18th day of JULY, 1991, by the following vote:

AYES, AND IN FAVOR THEREOF: DIRECTORS BROWN, DOWNS, PATTY & SOUZA

NOES, : NONE

ABSTAIN, : NONE

ABSENT, : DIRECTOR MAZON


Deputy Clerk & ex-officio Secretary

CONFLICT OF INTEREST CODE FOR
OLIVEHURST PUBLIC UTILITY DISTRICT

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments to the Political Reform Act after public notice and hearings. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the conflict of interest code of OLIVEHURST PUBLIC UTILITY DISTRICT.

Designated employees shall file their statements of economic interests with OLIVEHURST PUBLIC UTILITY DISTRICT.

APPENDIX OF DESIGNATED POSITIONS

<u>DESIGNATED POSITIONS</u>	<u>ASSIGNED DISCLOSURE CATEGORIES</u>
Director of Public Works	1
Chief Plant Operator, Waste Water Treatment Facility	1
Operations Manager	1
Fire Chief	1
General Counsel	1
District Clerk/Resource Coordinator	1
Consultants*	1

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Manager of the district may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

APPENDIX OF DISCLOSURE CATEGORIES

Category 1

All interests in real property as well as investments and business positions in business entities and income from sources which provide facilities, services, supplies, or equipment of the type utilized by the district, including but not limited to:

- Pipes, valves, fittings, etc.
- Pumps, Motors, etc.
- Meters
- Construction and building materials
- Construction contractors
- Safety equipment and facilities
- Hardware tools and supplies
- Freight and hauling
- Motor vehicles, heavy equipment, special vehicles, and parts and services thereto
- Petroleum products
- Photographic services, supplies and equipment
- Janitorial services
- Water quality testing
- Chemicals, insecticides, weed killers
- Communications equipment and services
- Travel agencies
- Well Drilling
- Electrical equipment
- Computer hardware and software
- Architectural services
- Water treatment equipment, supplies and services
- Custom farming services such as weed abatement, etc.
- Telemetry equipment
- Appraisal services
- Printing, reproduction, recordkeeping, etc.
- Office equipment
- Accounting services
- Real estate agents/brokers and investment firms
- Title companies
- Public utilities
- Private water companies
- Private electric utilities
- Banks and savings and loan institutions
- Financial audit services
- Consulting services, such as legal, energy, and power, engineering, data processing, computers, labor relations, public relations, planning, economics, environmental, and appraisal.
- Agricultural production
- Persons owning real property

Category 2

All interests in real property as well as investments and business positions in business entities and income from sources which provide supplies, services, equipment or facilities of the type utilized by the district including but not limited to:

- Entities constructing distribution and drainage collector facilities for the District
- Title Companies
- Consulting services, such as legal, planning environmental and appraisal services
- Land developers and builders
- Real estate agents/brokers and investment firms
- Agricultural production
- Persons owning real property

Category 3

All interests in real property as well as investments and business positions in business entities and income from sources which provide supplies, services, equipment or facilities of the type utilized by the district including but not limited to:

- Printing, reproduction, recordkeeping equipment, supplies and services
- Janitorial services
- Office equipment, supplies and services
- Travel agencies
- Medical services and supplies
- Computer hardware and software
- Communications services and equipment
- Consulting services
- Accounting Services
- Financial audit services
- Banks and savings and loan institutions
- Appraisal services

EXHIBIT A

OLIVEHURST PUBLIC UTILITY DISTRICT
CONFLICT OF INTEREST CODE
EFFECTIVE MARCH 20, 2014

The Political Reform Act, Government Code Section 81000 et seq, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission ("FPPC") has adopted a regulation, California Code of Regulations, Title 2, division 6, Section 18730 (hereinafter "CCR 18730"), which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of CCR 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference and along with the attached Appendix in which members and employees are designated and disclosure categories are set forth constitute the conflict of interest code of the Olivehurst Public Utility District.

Designated employees shall file statements of economic interests with the Olivehurst Public Utility District.

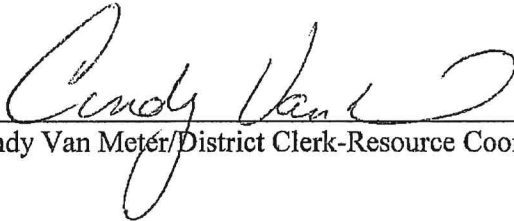

Cindy Van Meter/District Clerk-Resource Coordinator

EXHIBIT B
EFFECTIVE FEBRUARY 18, 2016

APPENDIX

DISCLOSURE CATEGORIES

1. Category 1:
 - a. Interests in real property located entirely or partly within the Olivehurst Public Utility District (District) boundaries.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the District boundaries, are contractors or subcontractors which are or have been within the past two (2) years engaged in work or services of the type used by the District, or manufacture or sell supplies, books, machinery, or equipment of the type used by the District.
2. Category 2:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type use by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies books, machinery, or equipment of the type used by the department which the designated person manages or directs.

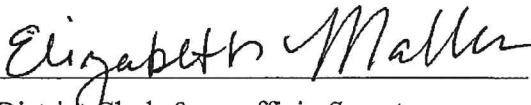
<u>Designated Position</u>	<u>Disclosure Category</u>
Board of Directors	1
General Manager	1
Financial Manager	1
General Counsel	1
Public Works Director	2
Operations Manager	2
WWTF Chief Plant Operator	2
Fire Chief	2

Disclosures for Consultants

Consultants are designated employees who must disclose financial interest as determined on a case-by-case basis by the General Manager or designee. The General Manager or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the District, makes a governmental decision whether to (2CCR 18700.3):

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
5. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
6. Grant agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
8. Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code section 87302.


District Clerk & ex-officio Secretary

The County of Yuba



TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors Donna Stottlemeyer

SUBJECT: Strawberry Valley Cemetery District Conflict of Interest Code

DATE: May 23, 2017

NUMBER: 210/2017

Recommendation

Hold public hearing and approve Conflict of Interest Code for Strawberry Valley Cemetery District.

Background

Every two years special districts and local agencies within the County are required to review its conflict of interest code pursuant to Government Code §87306.5 and update if necessary and submit for your approval. Subject code has been received and reviewed by Counsel for legal sufficiency and is submitted for your approval.

An agency code is not valid until approval of the code reviewing body, which is the Board of Supervisors for agencies with boundaries solely in Yuba County.

Committee Action:

Brought directly to Board for approval.

Fiscal Impact:

None

Attachments

210-2017 Strawberry Valley Cemetery District Conflict of Interest Code

CONFLICT OF INTEREST CODE FOR THE STRAWBERRY VALLEY CEMETERY DISTRICT

The Political Reform Act of 1974, Government Code §81000, et. Seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations §18730, which contains terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after Public notice and hearings. Therefore, the terms of 2 California Code of Regulations §18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth are hereby incorporated by reference and constitute the Conflict of Interest Code of the **STRAWBERRY VALLEY CEMETERY DISTRICT**

Pursuant to Government Code §81008 and 2 California Code of Regulations §18730 (b) (4), all designated employees shall file Statements of Economic Interest (FPPC Form 700) with the **STRAWBERRY VALLEY CEMETERY DISTRICT** Statements for all designated employees shall be retained by the agency which shall make the statements available for public inspection and reproduction. (Gov. Code Section 81008)

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

APPENDIX A: DESIGNATED POSITIONS

<u>List of Designated Positions</u>	<u>Assigned Disclosure Categories</u>
Trustees	1
Consultants	1

For purposes of the Code and pursuant to Title 2 California Code of Regulations § 18700.3, a "consultant" means an individual who, pursuant to a contract with a state or local government agency:

- 1) Makes a governmental decision whether to: Approve a rate, rule, or regulation; (B) Adopt or enforce a law; (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval; (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract; (F) Grant agency approval to a plan, design, report, study, or similar item; (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; OR
- 2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.

Consultants to the District shall be subjected to disclosure under Category 1, subject to the following limitation:

The Board of Trustees may determine in writing that a particular consultant, although a "Designated Employee" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of Category 1. In such cases, the Board of Trustees may designate a different disclosure requirement. Such designation must be made in writing and based upon that description, a statement to the extent of the consultant's disclosure requirements. (2 CCR 18734). The Board of Trustees designation must be filed in advance of the disclosure by the consultant, with the STRAWBERRY VALLEY CEMETERY DISTRICT Conflict of Interest Code and also filed with the code review body and must be delivered to the consultant along with a copy of the Conflict of Interest Code and the manual and forms for disclosure.

APPENDIX B: DISCLOSURE CATEGORIES

Disclosure Category 1:

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

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

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

- All interest in real property in the jurisdiction, which was acquired by, lease, or otherwise used by the STRAWBERRY VALLEY CEMETERY DISTRICT

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

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

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

Adopted by the STRAWBERRY VALLEY CEMETERY DISTRICT Board of Trustees on
April 17, 2017.

Dated: 4/17/17

Chair 

The County of Yuba

Human Resources and Organizational Services



TO: Board of Supervisors

FROM: Human Resources and Organizational Services, Jill Abel

SUBJECT: Adopt Resolution of Intention to amend CalPERS contract to provide employee share of cost per Government Code Section 20516; and hold public hearing, waive reading and introduce Ordinance to amend Chapter 3.40.010 and add Chapter 3.04.044 CalPERS Retirement System Board of Administration contract and authorize Clerk of the Board of Supervisors to complete required Certifications of Compliance with Government Code Section 7507 and Governing Body's Action. (Human Resources) (15 minute estimate)

DATE: 04/25/2017

NUMBER: 155/2017

Recommendation

1. Adopt Resolution of Intention to amend CalPERS contract to provide employee share of cost per Government Code Section 20516; and
2. Hold public hearing, waive reading and introduce Ordinance to amend Chapter 3.40.010 and add Chapter 3.04.044 CalPERS Retirement System Board of Administration contract and authorize Clerk of the Board of Supervisors to complete required Certifications of Compliance with Government Code Section 7507 and Governing Body's Action. (Human Resources) (15 minute estimate)

Background

Your Board previously approved the following Labor Agreements or policies:

- Negotiated contract between the County of Yuba (County) and the Deputy Sheriff's Association (DSA) in December 2016;
- Negotiated contract between the County and Management Supervisory Association (MSA) in July 2016;
- Negotiated contract between the County and the Yuba County Probation Peace Officers' Association (YCPPOA), on July 12, 2016; and
- Policy between the County and Non-Represented members on August 23, 2016.

These Board-approved Labor Agreements and policy included provisions for employees to share the employer cost of ongoing retirement contributions; however, CalPERS requires additional steps in order to implement the share of cost for employees.

Discussion

The Resolutions and Certifications are necessary for CalPERS to begin the contract amendment process. Additionally, the Ordinance will allow the County to implement the negotiated cost sharing benefit. Following this action, additional administrative actions (e.g. employee election) will be required. Pursuant to California Public Employees' Retirement Law Code Section 20471, at least 20 days between the adoption of this Resolution of Intention and the adoption of the Ordinance are required. Therefore, the second reading of the Ordinance will be on May 23, 2017.

Committee Action:

None-Administrative Only.

Fiscal Impact:

None-Administrative Only.

Attachments

Resolution of Intention to Amend CalPERS Contract
CalPERS Resolution of Intention to Amend CalPERS Contract
CalPERS Amendment to Contract EXHIBIT ONLY
Ordinance Amending Ch 3.40.010 and Adding Ch 3.04.044
Certification of Compliance with Gov. Code 7507
Certification of Governing Body's Action
Certification of Compliance with Gov. Code 20516

4/25/2017 Adopted Resolution No. 2017-51 and Waived First Reading of Ordinance

ORDINANCE NO. _____

**TITLE 3: PERSONNEL – AMENDING CHAPTER 3.40.010 AND ADDING CHAPTER
3.04.044: AN ORDINANCE ADOPTING AN AMENDMENT TO THE EXISTING CONTRACT
BETWEEN THE COUNTY OF YUBA AND THE CALIFORNIA PUBLIC EMPLOYEES’
RETIREMENT SYSTEM BOARD OF ADMINISTRATION**

The following ordinance consisting of five (5) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the _____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

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
ANGIL MORRIS-JONES, County Counsel:

By: 

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect immediately upon passage, pursuant to Government Code Section 25123 and before the expiration of fifteen (15) days after its passage a summary shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California and thenceforth and thereafter the same shall be in full force and effect.

Section 2. That an amendment to the contract between the Board of Supervisors of the County of Yuba and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 3. The Chairman of the Yuba County Board of Supervisors is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the County of Yuba.

Section 4. Title III, Chapter 3.40 of the Yuba County Ordinance Code as it relates to the contract between the Board of Administration, California Public Employees' Retirement System and the County of Yuba is hereby amended to include section 3.40.010 as follows: "15. July 1, 2017 – §20516 – Employees sharing an additional cost of 1.5% for classic safety members in the Non-Represented Safety Management Group, Elected Officials Group and Extra Help Group, Law Enforcement Management Supervisory Association, Deputy Sheriff's Association and the Yuba County Probation Peace Officers Association; and .5% for classic miscellaneous members in the Deputy Sheriff's Association and Law Enforcement Management

Supervisory Association”; and section 3.40.044 as follows: “Approval of Additional Amendment. Pursuant to Government Code §20460 et seq., the Board of Supervisors hereby approves an additional Amendment to Contract in the form presented to it on April 25, 2017, and on file with the Clerk of the Board of Supervisors to include Section 20516 (Employees Sharing Additional Cost) of 1.5% for classic safety members in the Non-Represented Safety Management Group, Elected Officials Group and Extra Help Group, Law Enforcement Management Supervisory Association, Deputy Sheriff’s Association and the Yuba County Probation Peace Officers Association; and .5% for classic miscellaneous members in the Deputy Sheriff’s Association and Law Enforcement Management Supervisory Association.”

Section 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.



STAFF REPORT

DATE: April 21, 2017

TO: The Honorable Andy Vasquez, Chairman
Members of the Yuba County Board of Supervisors

FROM: Brynda Stranix, District Director
Yuba-Sutter Economic Development District

SUBJECT: Yuba-Sutter Economic Development District
2017 Comprehensive Economic Development Strategy (CEDS)

BACKGROUND

This Comprehensive Economic Development Strategy (CEDS) is the result of a local planning process designed to guide the economic growth of the Yuba-Sutter region. The CEDS process helps create jobs, foster a more stable and diverse economy, and improve living conditions. It provides a mechanism for coordinating the efforts of individuals, organizations, local governments, and private industry concerned with economic development.

An annually updated CEDS is required to qualify for U.S. Department of Commerce, Economic Development Administration (EDA) assistance under its public works, economic adjustment, and most planning programs.

This document represents the goals and objectives of the Yuba-Sutter Economic Development District which is comprised of Yuba and Sutter counties and the cities of Marysville, Live Oak, and Wheatland.

DISCUSSION

The CEDS process is a continuing economic development planning process, developed with broad-based and diverse community participation. The CEDS document contains:

- An analysis of economic and community development problems and opportunities;
- An economic development background of the Yuba-Sutter district, with a discussion of the economy, including geography, population, labor force, resources and the environment;
- A section setting forth goals and objectives for taking advantage of the opportunities and solving the economic development problems based on a SWOT analysis conducted in March 2015 with the participation of all five jurisdictions and private sector business leaders; and,
- A plan of action, including suggested projects to implement objectives and goals set forth in the strategy.

The CEDS reflects the specific challenges and opportunities of the Yuba-Sutter Economic Development District and assesses the state of the regional economy, the opportunities and threats posed by external trends and forces and the availability of partners and resources for economic development. The community's vision and goals, together with an appraisal of the region's competitive advantages set the strategic direction of the action plan. The action plan establishes program priorities for implementation.

I would also like to point out that in this analysis, many of the goals and projects included in the final document are supported by all jurisdictions in the District. Those specific goals and projects are wastewater treatment facilities, regional

flood control, Beale Airforce Base infrastructure, State Highway Bicycle Facility Plan projects, and reconstruction of the 5th Street Bridge.

The CEDS Committee's purpose is to formulate a regional economic strategy for the District. It incorporated direction from both Yuba and Sutter counties and the cities of Live Oak, Marysville and Wheatland.

The committee was comprised of community and business leaders representing a diverse cross section of the region and I would like to take this opportunity to mention them by name and thank them for their effort and devotion to this process. They are:

Kimberly Armstrong	RABO BANK	AVP Branch Manager
Jessica DeCoito	Yuba-Sutter Farm Bureau	Executive Director
Kevin DeHoff	Country Florist	Owner
Rachel Farrell	Harmony Health	CEO
Chris Gabriel	Amcor	General Manager
Renee Garcia	US Bank	Vice President
Bob Harlan	United Way	Executive Director
Kary Hauck	Sapphire Marketing Group	Owner/Partner
Lee Jones	The Harkey House	Owner/Operator
Cathy LeBlanc	Camptonville Community Partnership	Executive Director
Coleen Morehead	Sutter Buttes Regional Land Trust	Executive Director
Rikki Shaffer	Chamber of Commerce	Executive Director
Steve Miller	Appeal-Democrat	Editor
John Nicoletti	Habitat for Humanity Yuba Sutter	Public Relation
Brynda Stranix	YSEDC/YSEDD	President/CEO
Cynthia Roderick	YSEDC/YSEDD	Grant Specialist

Each jurisdiction included in the District was also represented on the committee, those individuals are:

Leah Caldwell	Beale Air Force Base	Deputy of Business Operations
Jim Goodwin	City of Live Oak	City Manager
Greg Greeson	City of Wheatland	City Manager
Neal Hay	Sutter County	City P.E
Doug Libby	Sutter County	Planning Department
Jon Walz	Beale Air Force Base	Deputy Director for Installation Support
Kevin Mallen	Yuba County	Community Development & Service Agency Director
Scott Mitnick	Sutter County	County Administrator
Walter Munchiener	City of Marysville	City Manager
Satwant Tahkar	City of Marysville	CFO
Jon Walz	Beale Air Force Base	Deputy Director for Installation Support
Kevin Yount	Caltrans	Branch Chief, Transportation Planning - North

I am happy to report that our community was well represented in the CEDS process by these individuals. We, as a community, can take special pride in knowing we have such dedicated citizens among us. It has been my distinct pleasure working with each of them.

The 2017 Comprehensive Economic Development Strategy is available at www.ysedc.org.

FISCAL IMPACT

We anticipate no fiscal impact as a result of this agenda item.

ACTION REQUESTED

Approve and adopt the 2017 Comprehensive Economic Development Strategy report and authorize its submittal to the United States Department of Commerce, Economic Development Administration as set out in the resolution before you.

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA, STATE OF CALIFORNIA**

**RESOLUTION APPROVING THE)
2017 COMPREHENSIVE)
ECONOMIC DEVELOPMENT STRATEGY)
AND PROGRAM PROJECTION FOR)
THE YUBA-SUTTER ECONOMIC)
DEVELOPMENT DISTRICT AS)
PREPARED AND RECOMMENDED BY)
YUBA-SUTTER ECONOMIC)
DEVELOPMENT CORPORATION AND)
THE COMPREHENSIVE ECONOMIC)
DEVELOPMENT STRATEGY COMMITTEE)**

RESOLUTION NO.

WHEREAS, U.S. Department of Commerce, Economic Development Administration (EDA) requires the preparation and adoption of a Comprehensive Economic Development Strategy (CEDS) by the local Comprehensive Economic Development Strategy Committee to contain public works projects approved by the County of Yuba, the CEDS Committee, Yuba-Sutter Economic Development District and EDA prior to consideration of federal funding of said public works projects; and

WHEREAS, the CEDS Committee began preparation of the required annual report in March 2017, and approved and adopted said document April 21, 2017; and

WHEREAS, said action also directed the CEDS document be submitted to the Yuba County Board of Supervisors for its review and action;

NOW THEREFORE BE IT RESOLVED, the Yuba County Board of Supervisors, after reviewing said CEDS document, hereby approves the report and authorizes its submittal to the Economic Development Administration.

PASSED AND ADOPTED May 23, 2017 by the following vote:

AYE:

NO:

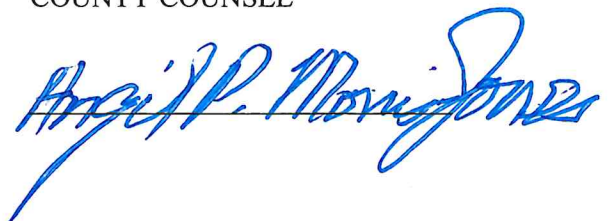
ABSTAIN:

ABSENT:

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

APPROVED AS TO FORM:
COUNTY COUNSEL





Notice of Opportunity to Comment

Proposed Adoption of the Fiscal Year 2017 07-83-07729 Comprehensive Economic Development Strategy (CEDS)

NOTICE IS HEREBY GIVEN that the Yuba-Sutter Economic Development District which represents Yuba and Sutter counties in northern California and the cities of Live Oak, Marysville and Wheatland, will consider adopting the Fiscal Year 2017 CEDS 07-83-07729 as early as May 23rd, 2017.

BACKGROUND

This Comprehensive Economic Development Strategy (CEDS) is the result of a local planning process designed to guide the economic growth of the Yuba-Sutter region. The CEDS process will help create jobs, foster a more stable and diverse economy and improve living conditions. It provides a mechanism for coordinating the efforts of individuals, organizations, local governments and private industry concerned with economic development.

The CEDS is required to qualify for U.S. Department of Commerce, Economic Development Administration (EDA) assistance under its public works, economic adjustment, and most planning programs, and is a prerequisite for designation by EDA as an Economic Development District. Jurisdictions seeking EDA funding for public works and planning projects must first be included in an EDA-approved CEDS to be considered for funding.

This update is in accordance with guidelines specified by EDA and funded by financial assistance award Number 07-83-07729 from U.S. Department of Commerce, Economic Development Administration.

The CEDS process is a continuing economic development planning process, developed with broad-based and diverse community participation. CEDS reflects the specific challenges and opportunities of the Yuba-Sutter Economic Development District and contains a background summary; a SWOT analysis; the region's strategic direction comprised of goals, objectives, action plans and progress evaluation; and a listing of public works projects from each of the jurisdictions.

The analysis assesses the state of the regional economy, the opportunities and threats posed by external trends and forces and the availability of partners and resources for economic development. The community's vision and goals, together with an appraisal of the region's competitive advantages set the strategic direction of the action plan. The action plan establishes program priorities for implementation.

DOCUMENT AVAILABILITY

The Draft 2017 CEDS is available for review on the Yuba-Sutter Economic Development's website at: <http://www.ysedc.org> homepage under Publications section.

Yuba-Sutter Economic District will accept both written and oral comments on the proposed 2017 CEDS. Written comments should be submitted as early as possible to ensure thorough staff analysis. Please use the subject line "2017 CEDS Comment Letter 07-83-07729" and should be addressed to the jurisdiction in which you reside. Below is a listing of adoption appearance dates and addresses:

May 23, 2017 9:30 am

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

May 30, 2017 6:00 pm

City of Wheatland
Lisa Thomason, City Clerk
101 C Street
Wheatland, CA 95692

June 6, 2017 6:00 pm

City of Marysville
Billie Fangman, City Clerk
526 C Street
Marysville, CA 95901

June 7, 2017 6:00 pm

City of Live Oak
Hope Ithurnburn, City Clerk
9955 Live Oak Blvd.
Live Oak, CA 95953

June 13, 2017 – 6:00 pm

Sutter County Board of Supervisors
Alicia Draves, Clerk to the Board
Mailing: 1160 Civic Center Blvd #A
Yuba City, CA 95993
Appearance: 466 2nd Street
Yuba City, CA 95991

At the board or council meetings, commenters will be given an opportunity to make oral comments or to summarize and supplement orally previously submitted written materials.

PROCEDURAL MATTERS

To ensure a productive and efficient Board or Council Meeting, the time for oral comments may be limited. If the Boards or Councils adopt the FY 2017 CEDS 07-83-0779, the adopted CEDS will be submitted to Department of Commerce EDA for review.

ADDITIONAL INFORMATION:

Please direct questions about this notice to Ms. Cynthia Roderick at (530) 751-8555 or croderick@ysedc.org.

April 21, 2017

Date



Cynthia Roderick
CEDS Committee Chair

2017 COMPREHENSIVE ECONOMIC DEVELOPMENT

YUBA-SUTTER ECONOMIC DEVELOPMENT DISTRICT

This report was prepared under an award from and approved by the U.S. Department of Commerce Economic Development Administration.

Data current at June, 2017.

THIS PUBLICATION WAS PREPARED BY YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION. THE STATEMENTS, CONCLUSIONS AND RECOMMENDATIONS ARE THOSE OF THE AUTHOR AND DO NOT NECESSARILY REFLECT THE VIEWS OF U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION.



DRAFT

Contents

COMMITTEE & STAFF	i
SECTION 1: SUMMARY BACKGROUND	1
REGIONAL ANALYSIS.....	3
Environment	3
Military Asset – Beale Air Force Base	6
Population	8
Households	9
Income and Poverty.....	9
Education Attainment	10
Employment	10
Industry.....	13
Industry Clusters.....	14
Agriculture	15
Mining.....	17
Utilities.....	19
Construction	20
Manufacturing	22
Wholesale Trade.....	24
Retail Trade.....	25
Transportation and Warehousing.....	27
Information.....	29
Finance and Insurance.....	30
Real Estate, Rental and Leasing.....	32
Professional, Scientific and Business Services	33
Management of Companies and Enterprises	34

Administrative and Support and Waste Management and Remediation Services	36
Educational Services	37
Healthcare and Social Assistance	38
Arts, Entertainment and Recreation.....	39
Accommodation and Food Services	41
Other Services (Except Public Administration).....	42
Public Administration	43
SECTION 2: SWOT ANALYSIS.....	45
Process.....	45
SWOT Analysis	46
SECTION 3: STRATEGIC DIRECTION.....	57
Vision	57
Regional Goals, Objectives, Action Plan and Progress Evaluation.....	57
SECTION 4: DISASTER AND ECONOMIC RECOVERY AND RESILIENCY.....	85
Disaster Recovery and Resilience	85
Economic Resilience and Recovery	87

COMMITTEE & STAFF

The CEDS Committee's purpose was to formulate a regional economic strategy for the District. It incorporated direction from representatives of Sutter County, Yuba County, City of Live Oak, City of Marysville and City of Wheatland. The committee was comprised of community and business leaders representing a diverse cross section of the region. The committee began meeting March 2017 and concluded June 2017.

Yuba-Sutter Economic Development District CEDS Committee Members and Staff 2017

Name	Representation	YSEDD/CEDS Start Date
Kimberly Armstrong	Finance	2017
Leah Caldwell	Beale Air Force Base	2017
Jessica DeCoito	Agriculture	2017
Kevin DeHoff	Wholesale & Retail Trade	2013
Rachel Farrell	Healthcare	2012
Chris Gabriel	Manufacturing	2017
Renee Garcia	Finance	2002
Jim Goodwin	Government – City of Live Oak	2008
Greg Greeson	Government – City of Wheatland	2015
Bob Harlan	Non-profit Organizations	2011
Kary Hauck	Information	2013
Lee Jones	Leisure & Hospitality	2011
Neal Hay	Government – Sutter County	2017
Cathy LeBlanc	Nonprofit Organization	2017
Doug Libby	Government – Sutter County	2017
Kevin Mallen	Government – Yuba County	2010
Steve Miller	Information	2014
Scott Mitnik	Government – Sutter County	2017
Coleen Morehead	Natural Resources, Mining & Construction	2011
Walter Munchheimer	Government – City of Marysville	2013
John Nicoletti	Nonprofit Organizations	2017
Cynthia Roderick	YSEDC Staff/Economic Development	2016
Satwant Takhar	Government – City of Marysville	2017
Rikki Shaffer	Yuba-Sutter Chamber of Commerce/Tourism	2014
Brynda Stranix	Economic Development & Chamber of Commerce	2001
Jon Walz	Beale Air Force Base	2016
Kevin Yount	Transportation	2017

DRAFT

SECTION 1: SUMMARY BACKGROUND

This Comprehensive Economic Development Strategy (CEDS) is the result of a local planning process designed to guide the economic growth of the Yuba-Sutter region. The CEDS process will help create jobs, foster a more stable and diverse economy and improve living conditions. It provides a mechanism for coordinating the efforts of individuals, organizations, local governments and private industry concerned with economic development.

The CEDS is required to qualify for U.S. Department of Commerce, Economic Development Administration (EDA) assistance under its public works, economic adjustment, and most planning programs, and is a prerequisite for designation by EDA as an Economic Development District. Jurisdictions seeking EDA funding for public works and planning projects must first be included in an EDA-approved CEDS to be considered for funding.

This update is in accordance with guidelines specified by EDA and funded by financial assistance award Number 07-83-07229 from U.S. Department of Commerce, Economic Development Administration.

The CEDS represents the Yuba-Sutter Economic Development District; the District represents Yuba and Sutter counties in northern California and the cities of Live Oak, Marysville and Wheatland.

The CEDS process is a continuing economic development planning process, developed with broad-based and diverse community participation. CEDS reflects the specific challenges and opportunities of the Yuba-Sutter Economic Development District and contains this background summary, SWOT analysis and strategic direction comprised of goals, objectives, action plan and progress evaluation.

The analysis assesses the state of the regional economy, the opportunities and threats posed by external trends and forces and the

availability of partners and resources for economic development. The community's vision and goals, together with an appraisal of the region's competitive advantages set the strategic direction of the action plan. The action plan establishes program priorities for implementation.

Yuba-Sutter Economic Development District (YSEDD) is generally synonymous with Yuba-Sutter Economic Development Corporation (YSEDC).

Yuba and Sutter counties are located in the north/central part of the state of California, just 45 minutes north of its capital city of Sacramento. Sacramento International Airport is adjacent to Sutter County's southern boundary and Yuba County's eastern border stretches to the foothills of the Sierra Nevada mountain range. Yuba City is the county seat of Sutter County and Marysville is the county seat of Yuba County.

The region containing both Yuba and Sutter counties is referred to as the Yuba City Metropolitan Statistical Area (MSA) as defined by U.S. Office of Management and Budget and used by the U.S. Census Bureau and other U.S. government agencies for statistical purposes. A metropolitan statistical area is a geographical region with a relatively high population density at its core and close economic ties throughout the area.

REGIONAL ANALYSIS

Marysville and Yuba City lie in Northern California's Sacramento Valley within the Greater Sacramento area and are approximately 125 miles northeast of San Francisco and 125 miles west of Reno, Nevada. Nearly 11 million people live within a two-hour drive of the Yuba-Sutter area.

Environment

The Yuba-Sutter area is 1,252 square miles and is geographically diverse, offering many recreational opportunities, such as fishing, boating, hunting, water skiing, hiking, and camping. Some of the best duck hunting and trophy fishing in the country can be found minutes from the downtown areas.

The climate is typically one of warm, dry summers and moderately cold winters. January low temperatures average in the high 30s while July high temperatures average in the mid-90s. Average annual rainfall is 22.17 inches with the majority falling from December through March.



The Yuba-Sutter region typically enjoys a plentiful water supply, 19 square miles or more than 12,000 acres, although the region had been experiencing severe drought conditions over the past few years. Drought conditions have ended this year with an overabundance of rain which caused some flooding in low lying areas and failure of both the emergency spillway and the main spillway at Oroville Dam. The Sacramento, Feather and Yuba rivers are predominant with many smaller tributaries that feed these larger rivers. Dams, lakes and reservoirs provide debris control, diversion, regulation and storage. Water uses include domestic, irrigation, municipal, industrial, power and recreation.



Portions of the Plumas and Tahoe National forests sit in Yuba County providing numerous campgrounds and day-use facilities. The Sutter Buttes, the world's smallest mountain range, is the remnants of a volcano that has been dormant for over a million years rising 2,130 feet above sea level in a ten-mile circle in Sutter County. Various organizations conduct guided hikes that provide access to the privately-owned land are available.

The Pacific Coast is just a two hour drive to the west and the Sierra Nevada mountain range and Lake Tahoe are just two hours to the east. Sacramento is a 45-minute drive south and San Francisco is just another hour or so beyond that to the west. The rivers, lakes, mountains, year-round festivals and fairs, golf courses, community theater, fine dining establishments, bikeways, historic downtown shopping and Yuba-Sutter's own professional-grade Marysville Gold Sox and Yuba City Bears baseball teams make the region a wonderful place to live or visit.

The region is served by state routes 20, 49, 65, 70, 99 and 113 and is just north of the intersection of two major interstates, I-5 and I-80. The Yuba-Sutter area is only 35 miles from the Sacramento International Airport on 6,000 acres, which serves general aviation, passenger and freight traffic and operates two 8,600-foot parallel runways, two terminals and 32 gates. The airport averages 323 flights a day with 16 passenger carriers. Passenger volume was 10,118,794 in 2016, a 5.4 percent increase.

The Yuba County Airport on 933 acres is a modern general aviation airport featuring a 6,006-foot primary runway and a 3,281-foot crosswind runway with capabilities to accommodate jet air carriers, freight carriers, and all general aviation business jets and private aircraft. Recent improvements include the complete overlay of the primary runway, overlays and sealing of the entire taxiway system, new fueling facilities, and rehabilitation of



the apron. The Yuba County Industrial Park, adjacent to the airport, is available for development. Currently, the airport is seeking EDA funding for an additional taxiway to serve the Skyway Business Park. The Skyway Business Park has eight buildings on five acres suitable for manufacturing or distribution. Each building is 7,920 SF and brand new spec development with all utilities is in place. Easy access to highways 70, 65, 99, and 20 and is half an hour from I-5, I-80 and the Sacramento International Airport.

Sutter County Airport, 170 acres, accommodates smaller aircraft such as crop dusters and private single-engine aircraft with one runway. Control of day-to-day airport operations has been transferred to a nonprofit group of local pilots to reduce costs and operate at a surplus, ending historic operational deficits associated with government control of the airport.

Union Pacific Railroad connects the Yuba-Sutter area to the nation's railway system. The rail system is used primarily to transport agricultural goods and other goods produced in the region. Amtrak serves passenger travel needs and is connect by Yuba-Sutter Transit.

The inland Port of Sacramento, now known as the Port of West Sacramento, is centered in one of the richest agricultural regions in the world. Cargo ships access the Port through San Francisco Bay and passage up the Sacramento River and the Sacramento deep-water channel.

Yuba and Sutter counties are close enough to the major markets of the 13 western states to be an economically viable location for business and industry.

Yuba-Sutter Transit, the public transportation agency that serves the region, runs six local bus routes in Marysville, Yuba City and surrounding communities that run from Monday to Saturday. There are also two express commuter lines to Sacramento available on weekdays in addition to three rural routes to Live Oak, the Yuba County Foothills, and Wheatland. Dial-a-Ride service is made available to seniors and those with disabilities as both a paratransit and door-to-door service.

Military Asset – Beale Air Force Base

Mission:

The 9th Reconnaissance Wing's mission is to train, deploy, and employ our airmen and assets to deliver globally integrated intelligence, surveillance, and reconnaissance in support of national objectives. To accomplish this mission, the wing is equipped with the nation's fleet of U-2, RQ-4 reconnaissance aircraft, and associated support equipment. The wing also maintains a high state of readiness in its expeditionary combat support forces for potential deployment in response to theater contingencies.

The 940th Wing is the Air Force Reserve Command's preeminent force



provider for command and control, intelligence, surveillance, and reconnaissance and mission support, in support of Air Combat Command, Pacific Air Forces and the Air Force intelligence, Surveillance and Reconnaissance Agency. The 940th Wing is recognized as the Air Force Model for total force integration, providing in-garrison and in-theater combat support and C2ISR expertise

to warfighters across the spectrum of conflict through training, developing and retaining experience mission-ready Citizen Airmen.

History:

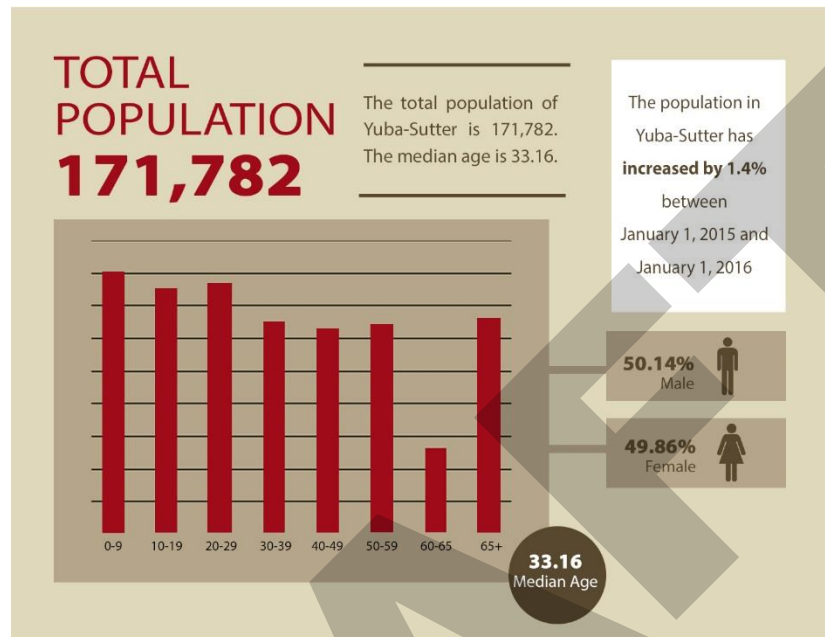
Camp Beale, named for Edward Fitzgerald Beale (1822-1893), opened in October 1942 as a training site for the 13th Armored and the 81st and 96th Infantry Divisions. During World War II, Camp Beale's 86,000 acres were home for more than 60,000 soldiers, a prisoner-of-war encampment, and 1,000 bed hospital. In 1948, the camp transferred from the Army to the Air Force and has been under several commands, including Air Training Command, Continental Air Command, Aviation Engineer Force, the

Strategic Air Command, and since June 1, 1992, the Air Combat Command. From 1959 until 1965 Beale was support base for three Titan I missile sites near Lincoln, Chico and the Sutter Buttes and in 1979 the Phased Array Warning System (Pave Paws) was brought to the base. Beale AFB was the home of two of the world's most unique aircraft: the supersonic reconnaissance aircraft, SR-71 "Blackbird" and reconnaissance aircraft, the U-2. Today, covering 23,000 acres, Beale AFB with its unique name and mission, historic past, and promising future is home for the U-2 Dragon Lady, T-38 Talon, RQ-4 Global Hawk, and KC-135 Refueling Wing.

Local Economic Impact:

Beale AFB has a huge economic impact on the Yuba-Sutter community. The base supports 4,926 military personnel, 1,339 civilians and 5,118 dependents with total payroll of \$323,501,136.00. Beale expended over \$160 million in local contracts in 2015. There were a total 1,778 jobs created with an estimated annual dollar value of \$77.6 million. (Source: BAFB Economic Impact Statement Fiscal Year 2015. The next report will be available in 2018.) Beale AFB provides the community with a trained workforce with its 30,000 retirees living within a one-hour drive.





Data Source: Applied Geographic Solutions, 2016

Population

According to the California Department of Finance, Sutter County's estimated population was 97,308 as of January 1, 2016, an increase over 2015 data of 0.4 percent. Almost 70 percent of county residents reside in Yuba City, the county seat and largest city. Yuba City serves as the center for shopping and business for Sutter and Yuba counties as well as parts of Butte and Colusa counties.

The county's total population is projected to reach 112,384 residents by the year 2025, an increase of 18 percent over Census 2010 figures. Sutter County's population is projected to increase nearly 80 percent by 2060.

Yuba County's estimated population of 74,385 as of January 1, 2016, is an increase over 2015 data of 0.5 percent. The largest city within the county, Marysville, is the county seat and one of California's most historic cities; its history as a community dates back to California's Gold Rush era. Much of Yuba-Sutter's agricultural, recreational, educational and industrial activities are located in Yuba County. Of the Yuba County

population, more than 79 percent reside in the unincorporated areas. The population in Yuba County is projected to reach 88,285 by the year 2025, an increase of 21 percent above the 2010 census. Yuba County's population is projected to increase 73 percent by 2060.

As the area's population is expected to increase 73 percent over the next 40 years, the cities and counties are working to manage this growth by improving infrastructure elements such as roads, water, wastewater, and levee systems. Special attention to major transportation arteries will be especially critical.

Households

A household includes all the persons who occupy a housing unit as their usual place of residence. A housing unit is a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy) as separate living quarters. Separate living quarters are those in which the occupants live and eat separately from any other persons in the building and which have direct access from outside the building or through a common hall. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements. (People not living in households are classified as living in group quarters.)

According to the 2010 Census, of the 55,744 households in Yuba-Sutter, the average number of persons per household is 2.95 and is similar to that of the state at, 2.90; 73.2 percent are family households, 53.1 percent are married.

Income and Poverty

A household includes the related family members and all the unrelated people who occupy a housing unit. A person living alone in a housing unit or a group of unrelated people sharing a housing unit is also counted as a household. The 2011-2015 American Community Survey estimates California's median household income at \$61,818; Yuba County's at \$46,892; and Sutter County's at \$52,017.

As defined by the U.S. Census Bureau, a family is a group of two or more people (one of whom is the householder) related by birth, marriage or adoption and residing together; all such people, including related subfamily members, are considered as members of one family. The 2010 – 2014 American Community Survey estimated California’s median family income at \$70,187; Yuba County’s at \$49,560; and, Sutter County’s at \$58,434.

In the 2011-2015 American Community Survey poverty estimates, the percentage of Yuba-Sutter’s families for which poverty status is determined, overall is higher than the state’s percentage of 12.2 percent; 14.7 percent of Sutter County’s families were determined to be below the poverty level as were 17.7 percent of Yuba County’s families. In California, 15.3 percent of the entire population lived below the poverty level; 17.5 percent of Sutter County’s population and 21.6 percent of Yuba County’s population lived below the poverty level.

Education Attainment

School enrollment for the population three years and older in Yuba City MSA, including nursery and preschool, kindergarten, elementary, high school, college and graduate school, in 2010-2014 U.S. Census Bureau American Community Survey five-year estimates was 19,036 or 30.5 percent of that population, exceeding the 27.5 percentage of the nation. Yuba City MSA had a 78.5 percent high school graduate or higher education rate and 17.6 percent have attained a Bachelor’s Degree or higher in 2010-2014 estimates of population 25 years and over. Nationally, 86 percent are high school graduates or higher and 31.9 percent have attained a Bachelor’s Degree or higher.

EDUCATIONAL ATTAINMENT

The majority of the Yuba-Sutter total population has completed at least a high school degree

Less than 9th grade	9th to 12th grade, no diploma	High school graduate or equivalency	Some college, no degree	Associate's degree	Bachelor's degree	Graduate or professional degree
9.87%	9.96%	24.85%	28.9	10.6%	11.38%	4.7%



Data Source: Applied Geographic Solutions, 2016

Employment

Job growth creates opportunity and is considered one measure of economic health. Within the Yuba City MSA, the total civilian labor force in December 2016 was estimated by California Employment Development Department to be 72,100, down from 72,200 a year ago. The area's total industry employment gained 300 jobs in the same time period.

From 2000 to 2016 the annual average unemployment rate for the Yuba-Sutter region was at a high of 18.1 percent in 2010 and dropped as low as 8.89 percent in 2000; the current jobless rate is 9.8 percent for December 2016.

**LABOR
FORCE
72,100**

Yuba-Sutter has a labor force of 72,100 people, with a job growth rate of .67% for 2016, and an average unemployment rate of 9.8% at December 2016.

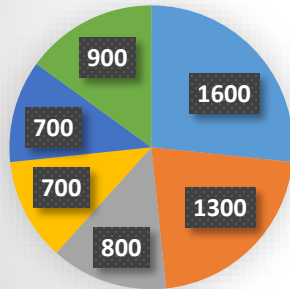
**JOB GROWTH
.67%
2016**

Source: California EDD 2016Q4

Industry Employment, which includes self-employment, unpaid family workers, private household workers, farm, and non-farm employment is expected to reach 54,300 by 2022, an increase of 14.6 percent over the projections period. Eleven of 12 non-farm industry sectors are projected to grow between 2012 and 2022. Total non-farm employment is projected to grow by 6,500 jobs by 2022. Sixty-Eight percent of all non-farm job growth is concentrated in four industry sectors:

- Educational services, healthcare, and social assistance is projected to add 1,600 jobs, leading all sectors in job gains and account for 25 percent of non-farm job growth.
- Government is expected to add 1,300 jobs while growing 12.6 percent over the projection period.
- Retail trade will grow 14.5 percent over the projection period by adding 800 jobs.
- Professional and business services will add 700 jobs.

Growth by Industry Sector



- Educational Services Health Care & Social Services
- Government
- Retail Trade
- Professional and Business Services
- Leisure and Hospitality
- Other Nonfarm Industries

Occupational Employment is projected to add nearly 7,300 new jobs from industry growth and more than 11,100 job openings from replacement needs for a combined total of approximately 18,400 job openings by 2022.

Fifty occupations with the most job openings area forecasted to generate more than 1,120 total job openings annually, or 61 percent of all job openings in Sutter and Yuba Counties. The top three occupations with the most job openings are farm workers and laborers, crop, nursery, and greenhouse; combined food preparation and serving workers, including fast food; and cashiers.

Yuba-Sutter's major employers include: Beale Air Force Base, Rideout Health Group, Marysville Joint Unified School District, Sunsweet Growers, Walmart (in Yuba City and Linda), Toyota Amphitheater, Bishop's Pumpkin Farm, Sysco Sacramento, Inc., and Sunset Moulding.

FASTEST GROWING OCCUPATIONS



Construction and related fields
20.3%



Healthcare and related fields
18.9%



Sales and related
16.7%

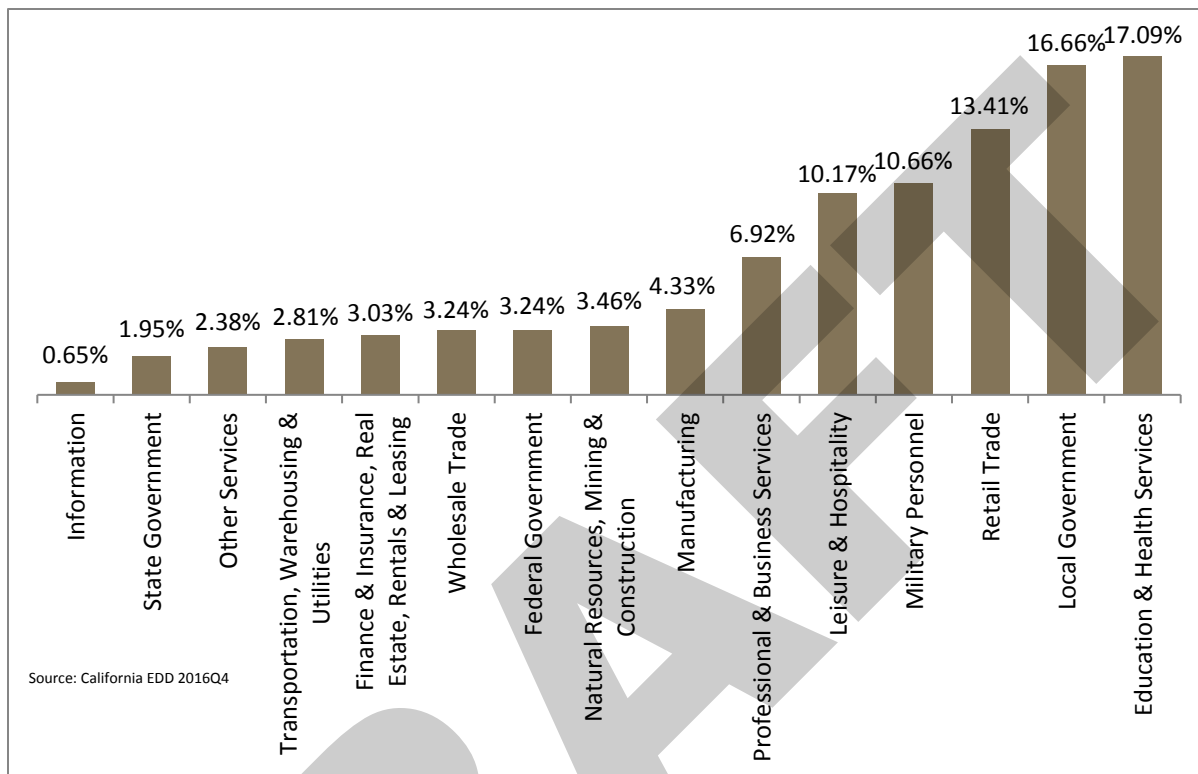


Office and administrative support
14.6%



Food prep and serving related
11.4%

Source: California EDD 2016Q4



Industry

California Employment Development Department reported the highest concentration of civilian employment in the district in 2014 was as shown in the chart above.

In the last year, a net of 1,500 jobs were gained in the district: 300 were gained in goods producing, 500 were gained in service providing, and government gained 200; agriculture gained 200.

TOP 5 INDUSTRIES BY JOBS

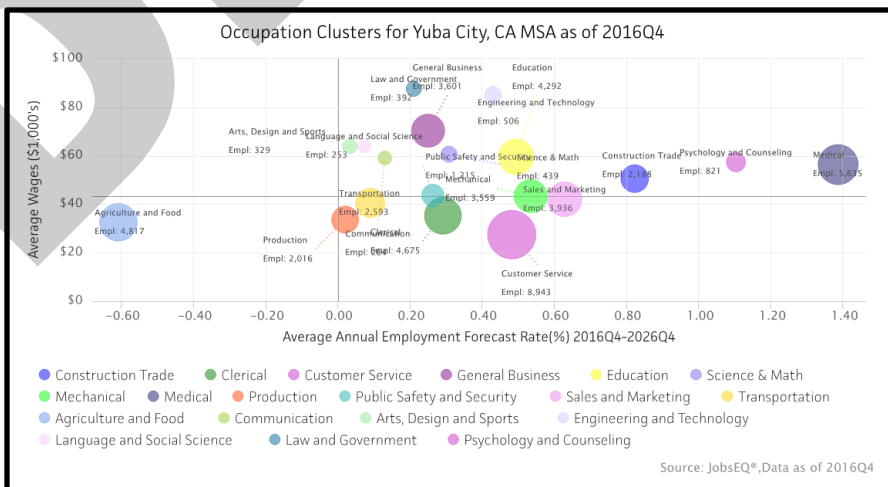
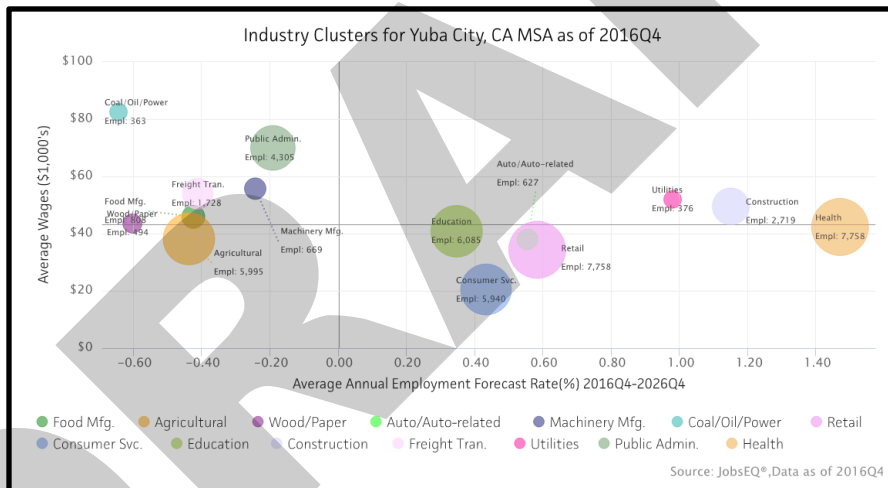


Source: California EDD 2016Q4

Industry Clusters

A cluster is defined as a geographic concentration of interrelated industries or occupations. There are three types of clusters analyzed by this CEDS. Industry Clusters, Career Ladder Clusters and SCCI Clusters (developed by the State's Career Clusters Initiative). If a regional cluster has a location quotient of 1.25 or higher it is considered to possess a "competitive advantage" in that industry; a location quotient less than 1 indicates the region has a lower concentration of employment in the cluster than the nation.

The industry cluster in the Yuba City MSA with the highest relative concentration is Agricultural with a location quotient of 7.66. This cluster employs 5,995 workers in the region with an average wage of \$38,174 in the region about 0.4% per year over the next 10 years.



Agriculture

The agriculture, forestry, fishing and hunting sector comprises establishments primarily engaged in growing crops, raising animals, harvesting timber, and harvesting fish and other animals from a farm, ranch, or their natural habitats.

The establishments in this sector are often described as farms, ranches, dairies, greenhouses, nurseries, orchards, or hatcheries. A farm may consist of a single tract of land or a number of separate tracts that may be held under different tenures. For example, one tract may be owned by the farm operator and another rented. It may be operated by the operator alone or with the assistance of members of the household or hired employees, or it may be operated by a partnership, corporation, or other type of organization. When a landowner has one or more tenants, renters, croppers, or managers, the land operated by each is considered a farm.



The sector distinguishes two basic activities: agricultural production and agricultural support activities. Agricultural production includes establishments performing the complete farm or ranch operation, such as farm owner-operators, tenant farm operators, and sharecroppers. Agricultural support activities include establishments that perform one or more activities associated with farm operation, such as soil preparation, planting, harvesting, and management, on a contract or fee basis.

Excluded from the agriculture, forestry, hunting and fishing sector are establishments primarily engaged in agricultural research and establishments primarily engaged in administering programs for regulating and conserving land, mineral, wildlife, and forest use.

Yuba-Sutter enjoys an abundant water supply, good soil and a long growing season. More than 600,000 of the 798,000 acres (75 percent) in Yuba-Sutter are in agricultural use. The largest use of agricultural land is for field crops and vegetables. Fruit and nut crops account for the second highest use of acreage.

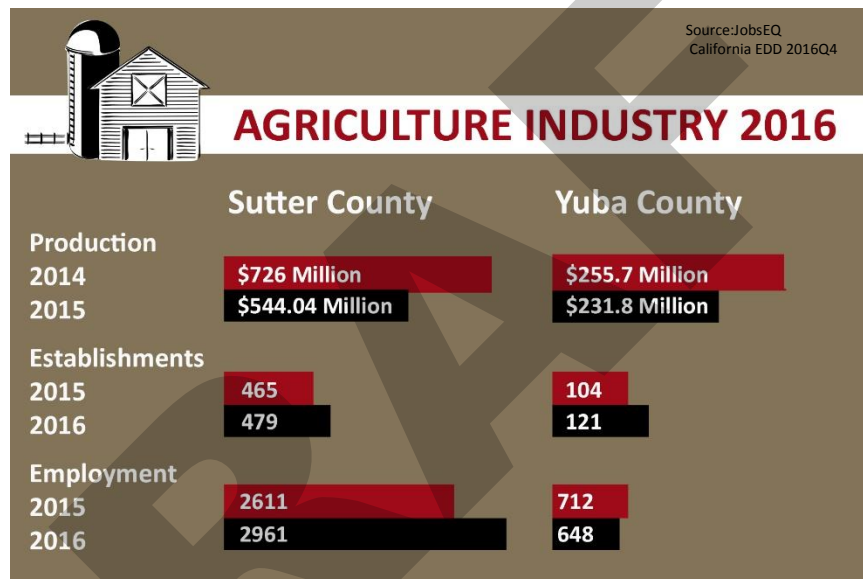
According to the Annual Sutter County Crop Report, in 2015, Sutter County's gross agricultural production value was \$544,044,000. This is a decrease of \$182,022,000 or 25 percent below the previous year. Rice returned to the top ranking crop in 2015 with a total value of \$142,210,000, which was a five percent decrease from 2014. Walnuts decreased 60 percent compared to the record setting 2014 values with a value of \$77,454,000. Walnuts suffered decreases in bearing acreage, production and value all of which contributed to the decrease of \$114,136,000. Dried prunes continue to hold the third spot at \$54,507,000. Processing tomatoes took fourth place with an increase in acreage and production yet slight drop in price to \$49,836,000. Processing peaches fell to fifth with decreases in acreage, production and value to \$48,836,000. Notable decreases were in almonds (-27%), alfalfa (-23%) and sunflower (-54%) while dried beans (1.8%) and corn (21%) increased.



Yuba County Annual Crop 2015 Report stated that agricultural production for 2015 was at \$231,921,000 down from 2014 by 17 percent. The decrease in value is primarily due to lower pricing for many of Yuba County's top commodities. The extended drought and lower prices for many crops continues to pose significant challenges for producers in the Yuba-Sutter region. Walnuts continue to lead as Yuba County's top crop generating over \$52 million in gross value. Rice remained the number two crop at over \$44 million. Prune production decreased to \$43 million compared to the 2014 crop.

Yuba and Sutter counties are among the leading counties of California that produce sorghum, kiwi fruit, honeydew melons, peaches, pears, rice, walnuts, wool, and mohair.

In 2016 there were 600 agriculture establishments in Yuba-Sutter; 479 in Sutter County employing 2961 and 1021 in Yuba County employing 648. The agriculture industry employment increased 14.9 percent over the last decade and increased 8.6 percent from 2014.



The number of agriculture positions peak during August and decline to lowest position numbers in January.

Mining

The mining sector comprises establishments that extract naturally occurring mineral solids, such as coal and ores; liquid minerals, such as crude petroleum; and gases, such as natural gas. The term mining is used in the broad sense to include quarrying, well operations, beneficiating (e.g., crushing, screening, washing, and flotation), and other preparation customarily performed at the mine site, or as a part of mining activity.

The mining sector distinguishes two basic activities: mine operation and mining support activities. Mine operation includes establishments operating mines, quarries, or oil and gas wells on their own account or for others on a contract or fee basis. Mining support activities include establishments that perform exploration (except geophysical surveying) and/or other mining services on a contract or fee basis (except mine site preparation and construction of oil/gas pipelines).

Establishments in the mining sector are grouped and classified according to the natural resource mined or to be mined. Industries include establishments that develop the mine site, extract the natural resources, and/or those that beneficiate (i.e., prepare) the mineral mined. Beneficiation is the process whereby the extracted material is reduced to

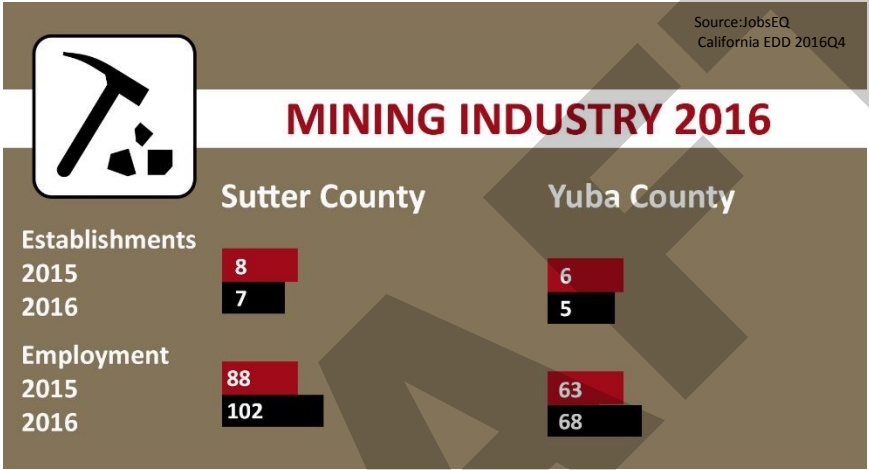


particles that can be separated into mineral and waste, the former suitable for further processing or direct use. The operations that take place in beneficiation are primarily mechanical, such as grinding, washing, magnetic separation, and centrifugal separation. In contrast, manufacturing operations primarily use chemical and electrochemical processes, such as electrolysis and distillation. However, some treatments, such as heat

treatments, take place in both the beneficiation and the manufacturing (i.e., smelting/refining) stages. The range of preparation activities varies by mineral and the purity of any given ore deposit. While some minerals, such as petroleum and natural gas, require little or no preparation, others are washed and screened, while yet others, such as gold and silver, can be transformed into bullion before leaving the mine site.

Mining, beneficiating, and manufacturing activities often occur in a single location. Separate receipts will be collected for these activities whenever possible. When receipts cannot be broken out between mining and manufacturing, establishments that mine or quarry non-metallic minerals, beneficiate the nonmetallic minerals into more-finished

manufactured products are classified based on the primary activity of the establishment. A mine that manufactures a small amount of finished products will be classified in the mining sector. An establishment that mines and whose primary output is a more finished manufactured product will be classified in the manufacturing sector.



In 2016, there were 12 mining establishments in Yuba-Sutter; seven in Sutter County employing 102 and five in Yuba County employing 68. The mining industry employment decreased 11.5 percent over the last decade but has increased 12.58 percent since 2015.

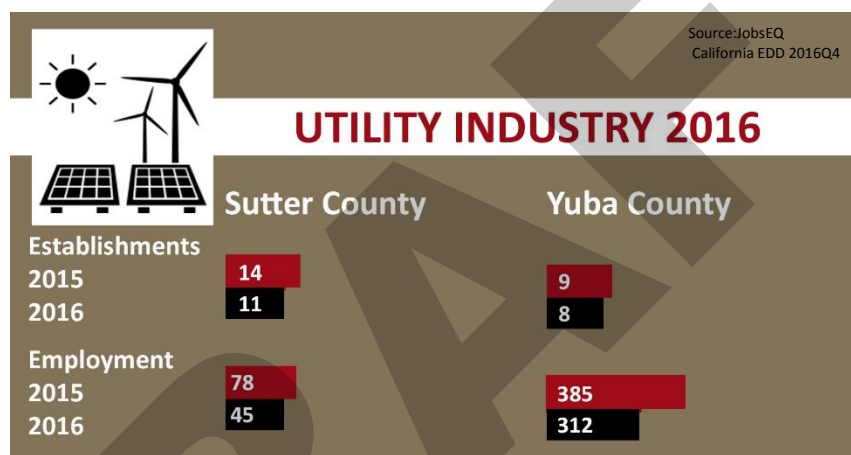
Utilities

The utilities sector comprises establishments engaged in the provision of the following utility services: electric power, natural gas, steam supply, water supply, and sewage removal. Within this sector, the specific activities associated with the utility services provided vary by utility: electric power includes generation, transmission, and distribution; natural gas includes distribution; steam supply includes provision and/or distribution; water



supply includes treatment and distribution; and sewage removal includes collection, treatment, and disposal of waste through sewer systems and sewage treatment facilities.

Excluded from this sector are establishments primarily engaged in waste management services classified in administrative and support and waste management and remediation services. These establishments also collect, treat, and dispose of waste materials; however, they do not use sewer systems or sewage treatment facilities.



In 2016 there were a total of 19 water and utility establishments in Yuba-Sutter; 11 in Sutter County employing 45 individuals and nine in Yuba County employing 312. The utility industry has increased 18 percent in the last decade but decreased 22.8 percent since 2015.

Construction

The construction sector comprises establishments primarily engaged in the construction of buildings or engineering projects (e.g., highways and utility systems). Establishments primarily engaged in the preparation of sites for new construction and establishments primarily engaged in subdividing land for sale as building sites also are included in this sector. Construction work done may include new work, additions, alterations, or maintenance and repairs. Activities of these establishments generally are

managed at a fixed place of business, but they usually perform construction activities at multiple project sites. Production responsibilities for establishments in this sector are usually specified in contracts with the owners of construction projects or contracts with other construction establishments.



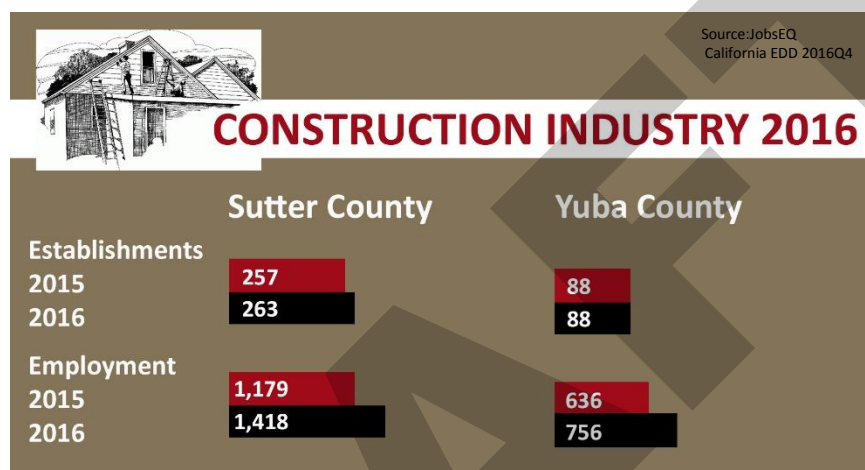
Establishments primarily engaged in contracts that include responsibility for all aspects of individual construction projects are commonly known as general contractors, but also may be known as design-builders, construction managers, turnkey contractors, or (in cases where two or more establishments jointly secure a general contract) joint-venture contractors. Construction managers that provide oversight and scheduling only (i.e., agency) as well as construction managers that are responsible for the entire project (i.e., at risk) are included as general contractor type establishments. Establishments of the "general contractor type" frequently arrange construction of separate parts of their projects through subcontracts with other construction establishments.

Establishments primarily engaged in activities to produce a specific component (e.g., masonry, painting, and electrical work) of a construction project are commonly known as specialty trade contractors. Activities of specialty trade contractors are usually subcontracted from other construction establishments but, especially in remodeling and repair construction, the work may be done directly for the owner of the property.

Establishments primarily engaged in activities to construct buildings to be sold on sites that they own are known as operative builders, but also may be known as speculative builders or merchant builders. Operative builders produce buildings in a manner similar to general contractors, but their production processes also include site acquisition and securing of financial backing. Operative builders are most often associated with the

construction of residential buildings. Like general contractors, they may subcontract all or part of the actual construction work on their buildings.

There are substantial differences in the types of equipment, work force skills, and other inputs required by establishments in this sector.



In 2016 there were 351 construction establishments in Yuba-Sutter; 263 in Sutter County employing 1,418 and 88 in Yuba County employing 756. The construction industry employment decreased 21.42 percent over the last decade but has increased 17.45 percent over 2015.

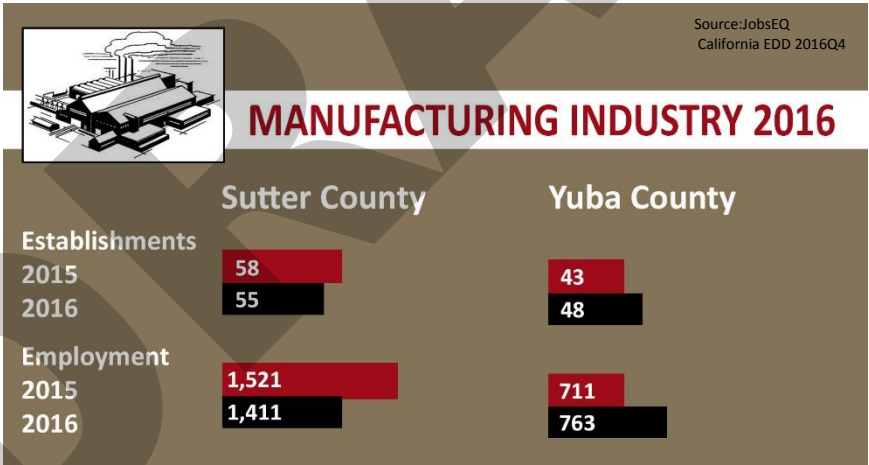
Manufacturing

The manufacturing sector comprises establishments engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products. The assembling of component parts of manufactured products is considered manufacturing, except in cases where the activity is appropriately classified as construction.

Establishments in the manufacturing sector are often described as plants, factories, or mills and characteristically use power-driven machines and materials-handling equipment. However, establishments that transform materials or substances into new products by hand or in the worker's home and those engaged in selling to the general public products made on the same premises from which they are sold, such as bakeries, candy stores, and custom tailors, may also be included in this sector. Manufacturing establishments may process materials or may contract with other establishments to process their materials for them. Both types of establishments are included in manufacturing.



The materials, substances, or components transformed by manufacturing establishments are raw materials that are products of agriculture, forestry, fishing, mining, or quarrying as well as products of other manufacturing establishments.



In 2016 there were 103 manufacturing establishments in Yuba-Sutter; 55 in Sutter County employing 1,411 and 48 in Yuba County employing 763. The manufacturing industry employment decreased 10.04 percent over the last decade but increased 4.12% percent from 2015.

Wholesale Trade

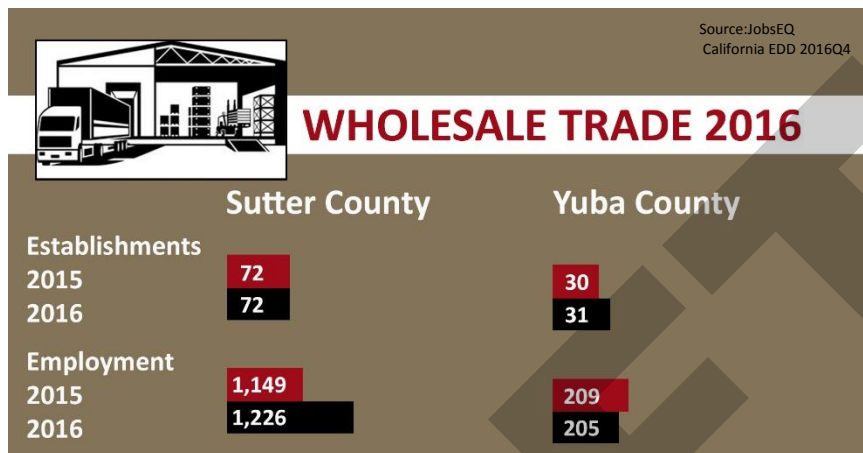
The wholesale trade sector comprises establishments engaged in wholesaling merchandise, generally without transformation, and rendering services incidental to the sale of merchandise. The merchandise described in this sector includes the outputs of agriculture, mining, manufacturing, and certain information industries, such as publishing.



The wholesaling process is an intermediate step in the distribution of merchandise. Wholesalers are organized to sell or arrange the purchase or sale of: goods for resale (i.e., goods sold to other wholesalers or retailers); capital or durable non-consumer goods; and, raw and intermediate materials and supplies used in production.

Wholesalers sell merchandise to other businesses and normally operate from a warehouse or office. These warehouses and offices are characterized by having little or no display of merchandise. In addition, neither the design nor the location of the premises is intended to solicit walk-in traffic. Wholesalers do not normally use advertising directed to the general public. Customers are generally reached initially via telephone, in-person marketing, or by specialized advertising that may include internet and other electronic means. Follow-up orders are either vendor-initiated or client-initiated, generally based on previous sales, and transactions are often conducted between wholesalers and clients that have long-standing business relationships.

This sector comprises two main types of wholesalers: merchant wholesalers that sell goods on their own account and business to business electronic markets, agents, and brokers that arrange sales and purchases for others generally for a commission or fee.



In 2016 there were 103 wholesale trade establishments in Yuba-Sutter; 72 in Sutter County employing 1,226 and 31 in Yuba County employing 205. The wholesale trade sector increased 15.4 percent over the last decade and 7.14 percent over 2015.

Retail Trade

The retail trade sector comprises establishments engaged in retailing merchandise, generally without transformation, and rendering services incidental to the sale of merchandise.

The retailing process is the final step in the distribution of merchandise; retailers are, therefore, organized to sell merchandise in small quantities to the general public. This sector comprises two main types of retailers: store and non-store retailers.

Store retailers operate fixed point-of-sale locations, located and designed to attract a high volume of walk-in customers. In general, retail stores have extensive displays of merchandise and use various forms of mass-media advertising to attract customers. They typically sell merchandise to the general public for personal or household consumption, but some also serve business and institutional clients. These include establishments, such as office supply stores, computer and software stores, building materials dealers, plumbing supply stores, and electrical

supply stores, catalog showrooms, gasoline stations, automotive dealers, and mobile home dealers are treated as store retailers.

In addition to retailing merchandise, some types of store retailers are also engaged in the provision of after-sales services, such as repair and installation. For example, new automobile dealers, electronics and appliance stores, and musical instrument and supplies stores often provide repair services. As a general rule, establishments engaged in retailing merchandise and providing after-sales services are classified in this sector.



Non-store retailers, like store retailers, are organized to serve the general public, but their retailing methods differ. The establishments of this subsector reach customers and market merchandise with methods, such as the broadcasting of "infomercials," the broadcasting and publishing of direct-response advertising, the publishing of paper and on-line catalogs, door-to-door solicitation, in-home demonstration, selling from portable stalls (street vendors, except food), and distribution through vending machines. Establishments engaged in the direct sale (non-store) of products, such as home heating oil dealers and home delivery newspaper routes are included as non-store retailers.

The buying of goods for resale is a characteristic of retail trade establishments that particularly distinguishes them from establishments in the agriculture, manufacturing, and construction industries. For example, farms that sell their products at or from the point of production are not classified in retail, but rather in agriculture. Similarly, establishments that both manufacture and sell their products to the general public are not classified in retail, but rather in manufacturing. However, establishments that engage in processing activities incidental to retailing are classified in retail. This includes establishments, such as

optical goods stores that do in-store grinding of lenses, and meat and seafood markets.



In 2016 there were 376 retail trade establishments in Yuba-Sutter; 260 in Sutter County employing 4,746 and 116 in Yuba County employing 1,556. The retail trade industry employment decreased 4.6 percent in the last decade but increase 5.1 percent over 2015.

Transportation and Warehousing

The transportation and warehousing sector includes industries providing transportation of passengers and cargo, warehousing and storage for goods, scenic and sightseeing transportation, and support activities related to modes of transportation. Establishments in these industries use transportation equipment or transportation related facilities as a productive asset. The type of equipment depends on the mode of transportation. The modes of transportation are air, rail, water, road, and pipeline.

The transportation and warehousing sector distinguishes three basic types of activities: subsectors for each mode of transportation, a subsector for warehousing and storage, and a subsector for establishments providing support activities for transportation. In

addition, there are subsectors for establishments that provide passenger transportation for scenic and sightseeing purposes, postal services, and courier services.

A separate subsector for support activities is established in the sector because, first, support activities for transportation are inherently multimodal, such as freight transportation arrangement, or have multimodal aspects. Secondly, there are production process similarities among the support activity industries.



One of the support activities identified in the support activity subsector is the routine repair and maintenance of transportation equipment (e.g., aircraft at an airport, railroad rolling stock at a railroad terminal, or ships at a harbor or port facility). Such establishments do not perform complete overhauling or rebuilding of transportation

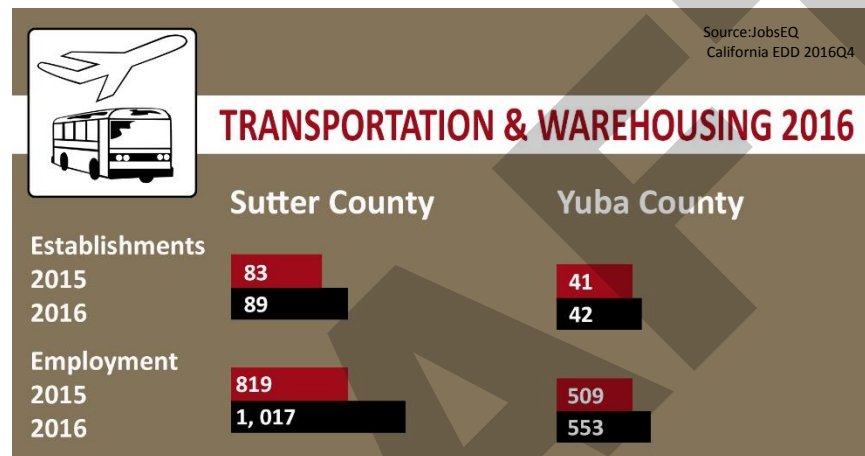
equipment (i.e., periodic restoration of transportation equipment to original design specifications) or transportation equipment conversion (i.e., major modification to systems). An establishment that primarily performs factory (or shipyard) overhauls, rebuilding, or conversions of aircraft, railroad rolling stock, or a ship is classified the transportation equipment manufacturing subsector according to the type of equipment.

Many of the establishments in this sector often operate on networks, with physical facilities, labor forces, and equipment spread over an extensive geographic area.

Warehousing establishments in this sector are distinguished from merchant wholesaling in that the warehouse establishments do not sell the goods.

Excluded from this sector are establishments primarily engaged in providing travel agent services that support transportation and other

establishments, such as hotels, businesses, and government agencies. These establishments are classified in the administrative and support and waste management and remediation services sector. Also, establishments primarily engaged in providing rental and leasing of transportation equipment without operator are classified in the rental and leasing services sector.



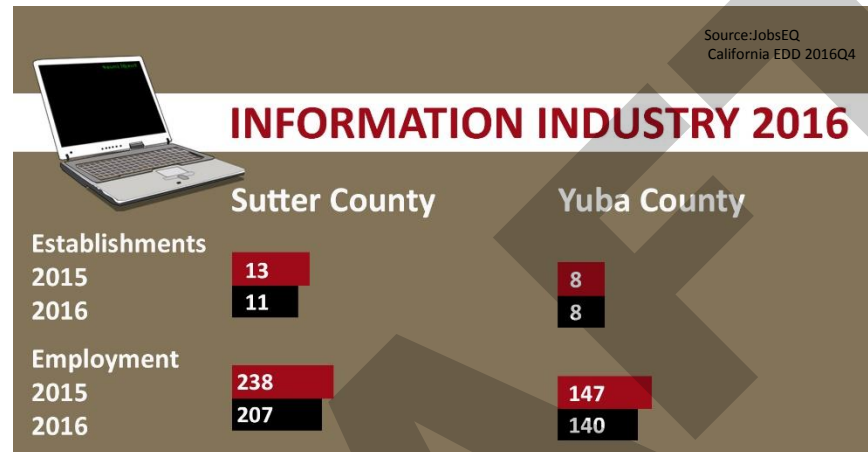
In 2016 there were 131 transportation and warehousing establishments in Yuba-Sutter; 89 in Sutter County employing 1,017 and 42 in Yuba County employing 563. The transportation and warehousing industry employment has increased 8.8 percent in the last decade and 18 percent since 2015.

Information

The information sector comprises establishments engaged in the following processes: producing and distributing information and cultural products, providing the means to transmit or distribute these products as well as data or communications, and processing data.

The main components of this sector are the publishing industries, including software publishing, and both traditional publishing and publishing exclusively on the internet; the motion picture and sound

recording industries; the broadcasting industries, including traditional broadcasting and those broadcasting exclusively over the internet; the telecommunications industries; Web search portals, data processing industries, and the information services industries.



In 2016 there were 19 information establishments in Yuba-Sutter; 11 in Sutter County employing 207 and eight in Yuba County employing 140. The information industry employment decreased 19.5 percent in the last 10 years and decreased 9.87% from 2015.

Finance and Insurance

The finance and insurance sector comprises establishments primarily engaged in financial transactions (transactions involving the creation, liquidation, or change in ownership of financial assets) and/or in facilitating financial transactions. Three principal types of activities are identified:

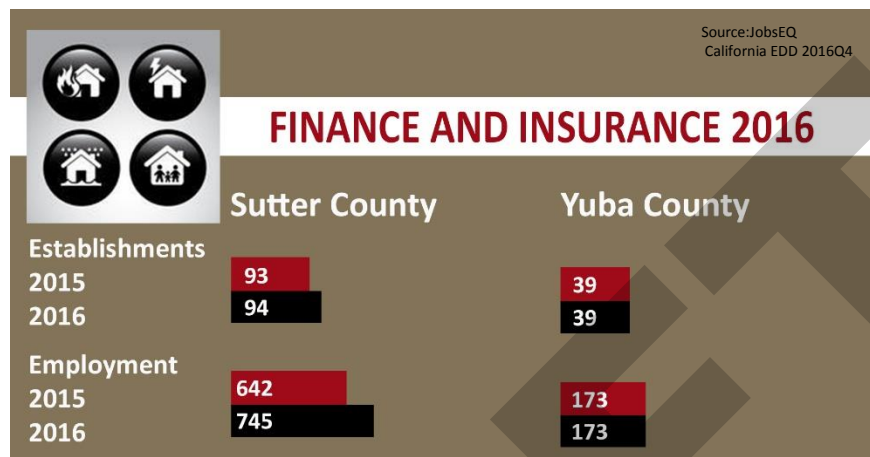
- Raising funds by taking deposits and/or issuing securities and, in the process, incurring liabilities. Establishments engaged in this activity use raised funds to acquire financial assets by making loans and/or purchasing securities. Putting themselves at risk, they channel funds from lenders to borrowers and transform or repackage the funds with respect to maturity, scale, and risk. This activity is known as financial intermediation.

- Pooling of risk by underwriting insurance and annuities. Establishments engaged in this activity collect fees, insurance premiums, or annuity considerations; build up reserves; invest those reserves; and make contractual payments. Fees are based on the expected incidence of the insured risk and the expected return on investment.
- Providing specialized services facilitating or supporting financial intermediation, insurance, and employee benefit programs.

In addition, monetary authorities charged with monetary control are included in this sector.

The finance and insurance sector has been defined to encompass establishments primarily engaged in financial transactions; that is, transactions involving the creation, liquidation, change in ownership of financial assets; or in facilitating financial transactions. Financial industries are extensive users of electronic means for facilitating the verification of financial balances, authorizing transactions, transferring funds to and from transactor accounts, notifying banks (or credit card issuers) of the individual transactions, and providing daily summaries. Since these transaction processing activities are integral to the production of finance and insurance services, establishments that principally provide a financial transaction processing service are classified to this sector, rather than to the data processing industry in the Information sector.





There were 133 finance and insurance establishments in Yuba-Sutter; 94 in Sutter County employing 745 and 39 in Yuba County employing 173. The finance and insurance industry employment increased 17.4 percent over the last decade and increased 13.2% from 2014.

Real Estate, Rental and Leasing

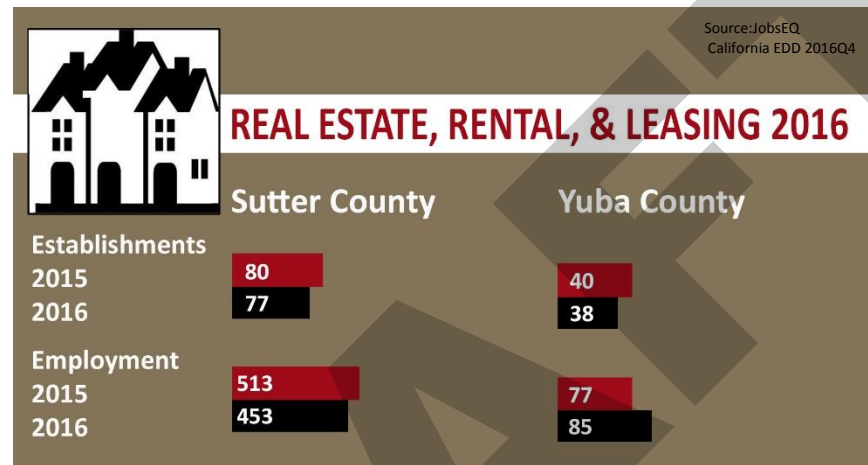
The real estate, rental, and leasing sector comprises establishments primarily engaged in renting, leasing, or otherwise allowing the use of tangible or intangible assets, and establishments providing related services. The major portion of this sector comprises establishments that rent, lease, or otherwise allow the use of their own assets by others. The assets may be tangible, as is the case of real estate and equipment, or intangible, as is the case with patents and trademarks.

This sector also includes establishments primarily engaged in managing real estate for others, selling, renting and/or buying real estate for others, and appraising real estate. These activities are closely related to this sector's main activity, and it was felt that from a production basis they would best be included here. In addition, a substantial proportion of property management is self-performed by lessors.

The main components of this sector are the real estate lessors industries (including equity real estate investment trusts, REITs); equipment lessors

industries (including motor vehicles, computers, and consumer goods); and lessors of nonfinancial intangible assets (except copyrighted works).

Excluded from this sector are establishments primarily engaged in renting or leasing equipment with operators.



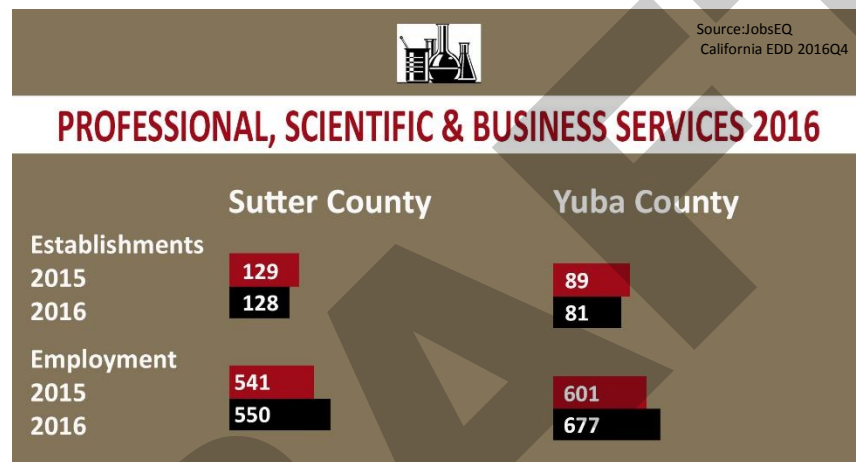
In 2015Q2 there were 115 real estate, rental and leasing establishments in Yuba-Sutter; 77 in Sutter County employing 453 and 38 in Yuba County employing 85. The real estate, rental and leasing industry employment decreased 24.44 percent over the last decade and has decreased 8.81 percent since 2015.

Professional, Scientific and Business Services

The professional, scientific, and technical services sector comprises establishments that specialize in performing professional, scientific, and technical activities for others. These activities require a high degree of expertise and training. The establishments in this sector specialize according to expertise and provide these services to clients in a variety of industries and, in some cases, to households. Activities performed include: legal advice and representation; accounting, bookkeeping, and payroll services; architectural, engineering, and specialized design services; computer services; consulting services; research services; advertising services; photographic services; translation and

interpretation services; veterinary services; and other professional, scientific, and technical services.

This sector excludes establishments primarily engaged in providing a range of day-to-day office administrative services, such as financial planning, billing and recordkeeping, personnel, and physical distribution and logistics.



In 2016 there were 209 professional, scientific, and technical services establishments in Yuba-Sutter; 128 in Sutter County employing 550 and 81 in Yuba County employing 667. The professional, scientific and technical services industry employment increased 10.4 percent over the last decade and 7.44 percent from 2015.

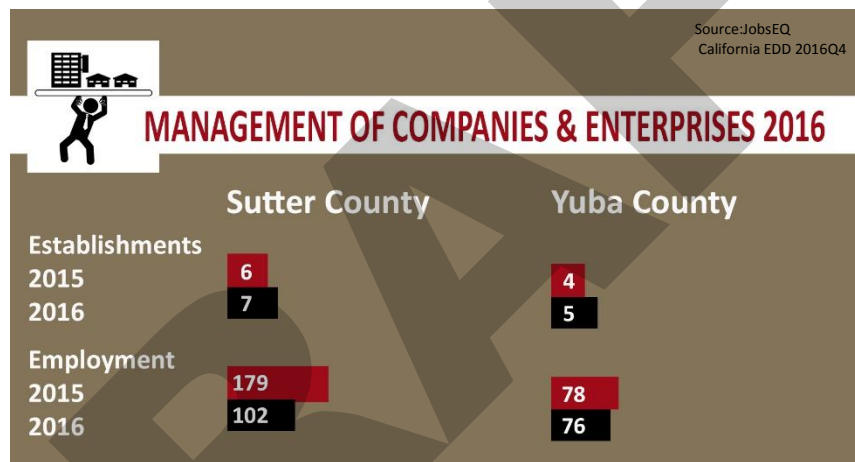
Management of Companies and Enterprises

The management of companies and enterprises sector comprises establishments that: hold the securities of (or other equity interests in) companies and enterprises for the purpose of owning a controlling interest or influencing management decisions; or, establishments (except government establishments) that administer, oversee, and manage establishments of the company or enterprise and that normally undertake the strategic or organizational planning and decision-making role of the company or enterprise. Establishments that administer,

oversee, and manage may hold the securities of the company or enterprise.

Establishments in this sector perform essential activities that are often undertaken, in-house, by establishments in many sectors of the economy. By consolidating the performance of these activities of the enterprise at one establishment, economies of scale are achieved.

Government establishments primarily engaged in administering, overseeing, and managing governmental programs are classified the public administration sector.



In 2016 there were 12 management of companies and enterprises establishments in Yuba-Sutter; seven in Sutter County employing 102 and five in Yuba County employing 76. The management of companies and enterprises industry employment decreased 25.9 percent over the last decade; employment decreased 28.8 percent from 2015.

Administrative and Support and Waste Management and Remediation Services

The administrative and support and waste management and remediation services sector comprises establishments performing routine support activities for the day-to-day operations of other organizations. These essential activities are often undertaken in-house by establishments in many sectors of the economy. The establishments in this sector specialize in one or more of these support activities and provide these services to clients in a variety of industries and, in some cases, to households. Activities performed include: office administration, hiring and placing of personnel, document preparation and similar clerical services, solicitation, collection, security and surveillance services, cleaning, and waste disposal services.



The administrative and management activities performed by establishments in this sector are typically on a contract or fee basis. These activities may also be performed by establishments that are part of the company or enterprise. However, establishments involved in administering, overseeing, and managing other establishments of the company or enterprise, are classified in the sector of management of companies and enterprises.

ADMINISTRATIVE AND SUPPORT WASTE MANAGEMENT & REMEDIATION SERVICES 2016

	Sutter County	Yuba County
Establishments		
2015	92	38
2016	94	42
Employment		
2015	1,403	419
2016	1,347	453

Source: JobsEQ
California EDD 2016Q4

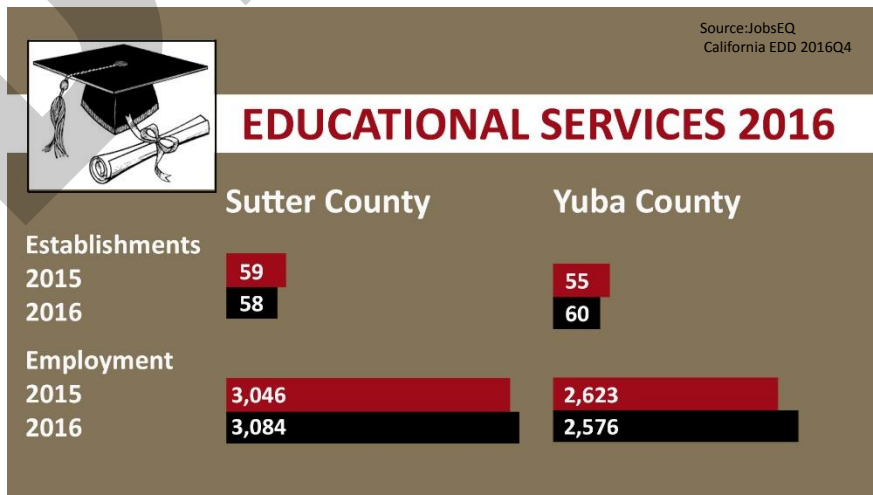
In 2016, there were 136 administrative and support and waste management and remediation services establishments in Yuba-Sutter; 94 in Sutter County employing 1,347 and 42 in Yuba County employing 453. The percentage change of administrative and support and waste management and remediation services industry employment since 2006 has decreased 7.02 percent; employment decrease 1.21 percent from 2015.

Educational Services

The educational services sector comprises establishments that provide instruction and training in a wide variety of subjects. Specialized establishments, such as schools, colleges, universities, and training centers, provide this instruction and training. These establishments may be privately owned and operated for profit or not for profit, or they may be publicly owned and operated. They may also offer food and accommodation services to their students.



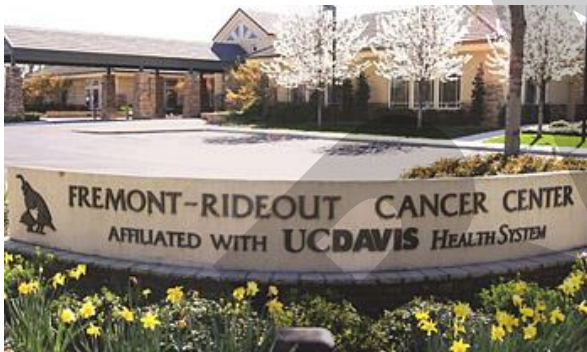
Educational services are usually delivered by teachers or instructors that explain, tell, demonstrate, supervise, and direct learning. Instruction is imparted in diverse settings, such as educational institutions, the workplace, or the home through correspondence, television, or other means. It can be adapted to the particular needs of the students; for example, sign language can replace verbal language for teaching students with hearing impairments. All industries in the sector share this commonality of process, namely, labor inputs of instructors with the requisite subject matter expertise and teaching ability.



In 2016 there were 118 private educational services establishments in Yuba-Sutter; 58 in Sutter County employing 3,084 and 60 in Yuba County employing 2576. The educational services industry employed 5660 and has increased 6.5 percent over the last decade; employment increased 0.16 percent from 2015.

There are 19 public and private colleges and universities within 50 miles of Yuba City (Sutter County). The nearest college is Yuba College in the unincorporated city of Linda, at a distance of 5.4 miles from Yuba City center. This college is part of the Yuba Community College District and also has a significant Yuba City Location. The nearest four year public university is the University of California-Davis, 41 miles and the nearest accredited private university is Brandman University located in Yuba City.

Healthcare and Social Assistance



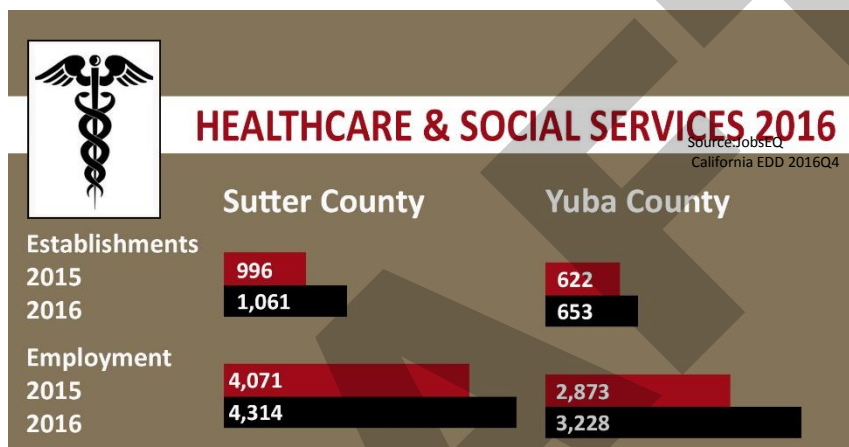
The healthcare and social assistance sector comprises establishments providing healthcare and social assistance for individuals. The sector includes both healthcare and social assistance because it is sometimes difficult to distinguish between the boundaries of these two activities. The industries in this sector are arranged on a continuum starting with those establishments providing

medical care exclusively, continuing with those providing healthcare and social assistance, and finally finishing with those providing only social assistance. The services provided by establishments in this sector are delivered by highly trained professionals. All industries in the sector share this commonality of process, namely, labor inputs of health practitioners or social workers with the requisite expertise. Many of the industries in the sector are defined based on the educational degree held by the practitioners included in the industry.

Excluded from this sector are aerobic classes; amusement, gambling and

recreation industries and nonmedical diet and weight reducing centers; and, personal and laundry services.

In 2016 there were 1,714 healthcare and social assistance establishments in Yuba-Sutter; 1,061 in Sutter County employing 4,314 and 653 in Yuba County employing 3,228. The healthcare and



social assistance industry employed 7,542 and increased 41.48 percent over the last decade; employment increased 8.6 percent from 2015.

Arts, Entertainment and Recreation



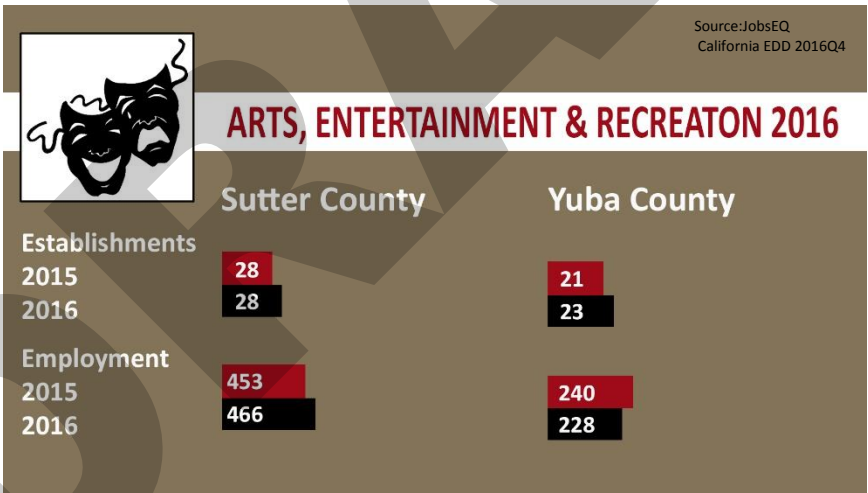
The arts, entertainment, and recreation sector includes a wide range of establishments that operate facilities or provide services to meet varied cultural, entertainment, and recreational interests of their patrons. This sector is comprised of establishments that are involved in producing, promoting, or participating in live performances, events, or exhibits intended for public viewing; establishments that preserve and exhibit objects and sites of historical, cultural, or educational interest; establishments that operate facilities or provide services that enable

patrons to participate in recreational activities or pursue amusement, hobby, and leisure-time interests.

Some establishments that provide cultural, entertainment, or recreational facilities and services are classified in other sectors. Excluded from this sector are: establishments that provide both accommodations and recreational facilities, such as hunting and fishing camps and resort and casino hotels; restaurants and night clubs that provide



live entertainment in addition to the sale of food and beverages; motion picture theaters, libraries and archives, and publishers of newspapers, magazines, books, periodicals, and computer software; and, establishments using transportation equipment to provide recreational and entertainment services, such as those operating sightseeing buses, dinner cruises, or helicopter rides.



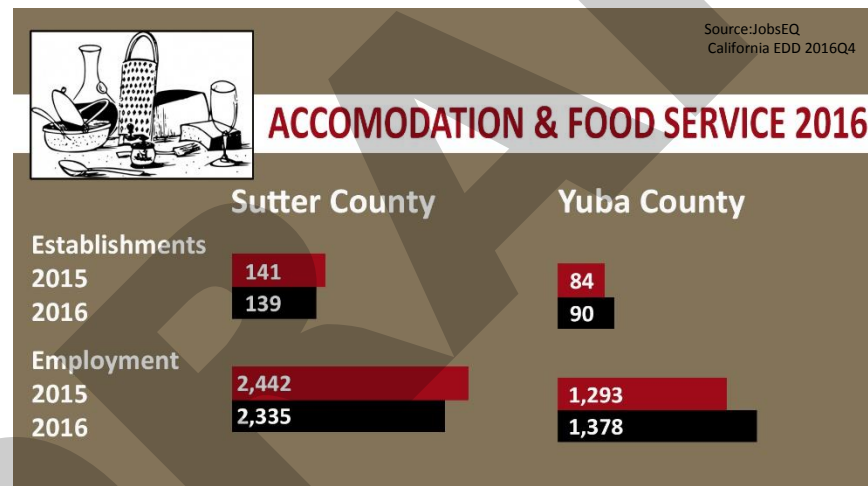
In 2016, there were 51 arts, entertainment, and recreation establishments in Yuba-Sutter; 28 in Sutter County employing 466 and 23 in Yuba County employing 228. The arts, entertainment, and recreation

industry employment increased 68.9 percent over the last decade and increased 0.144 percent from 2015.

Accommodation and Food Services

The accommodation and food services sector comprises establishments providing customers with lodging and/or preparing meals, snacks, and beverages for immediate consumption. The sector includes both accommodation and food services establishments because the two activities are often combined at the same establishment.

Excluded from this sector are civic and social organizations; amusement and recreation parks; theaters; and other recreation or entertainment facilities providing food and beverage services.



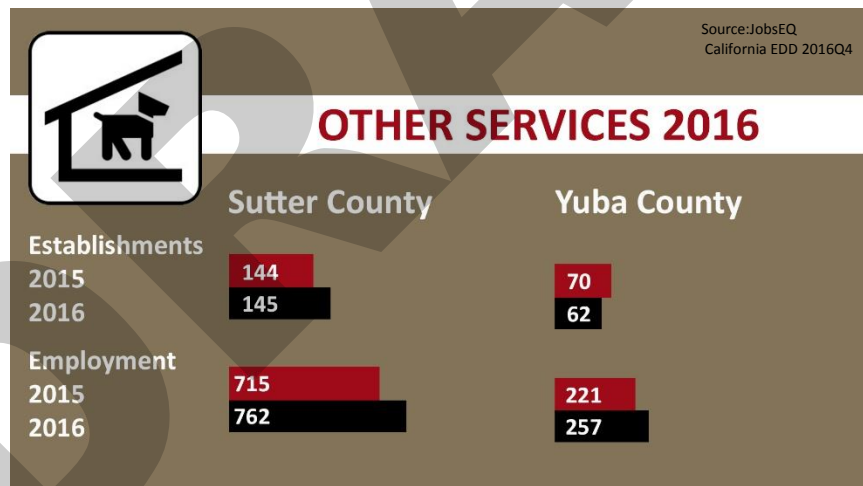
In 2016 there were 229 accommodation and food services establishments in Yuba-Sutter; 139 in Sutter County employing 2,335 and 90 in Yuba County employing 1,378. The accommodation and food services industry employment increased 12.1 percent over the last decade and increased .5 percent from 2015.

Other Services (Except Public Administration)

The other services (except public administration) sector comprises establishments engaged in providing services not specifically provided for elsewhere in the classification system. Establishments in this sector are primarily engaged in activities, such as equipment and machinery repairing, promoting or administering religious activities, grant making, advocacy, and providing dry cleaning and laundry services, personal care services, death care services, pet care services, photofinishing services, temporary parking services, and dating services.

Private households that engage in employing workers on or about the premises in activities primarily concerned with the operation of the household are included in this sector.

Excluded from this sector are establishments primarily engaged in retailing new equipment and also establishments performing repairs and general maintenance of equipment. These establishments are classified the retail trade sector.



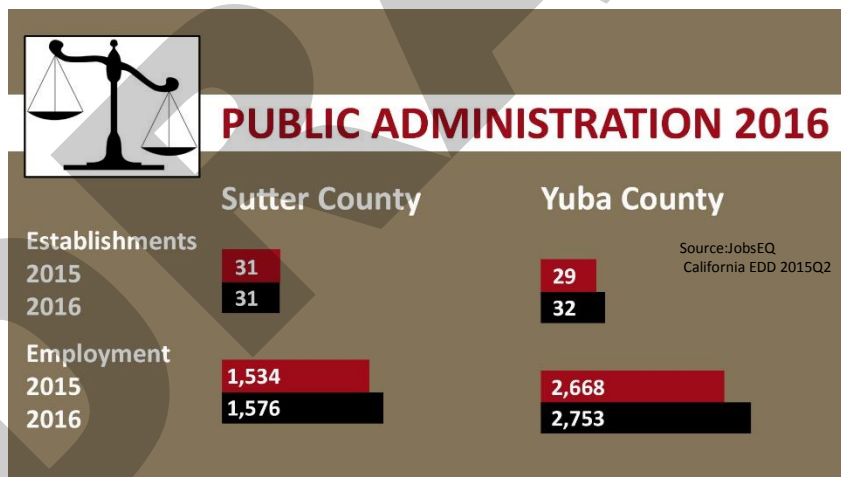
In 2016 there were 207 other services establishments in Yuba-Sutter in 2015Q2; 145 in Sutter County employing 762 and 62 in Yuba County

employing 257. The other services industry employment decreased 35.6 percent over the last decade but increased 16.6 percent from 2015.

Public Administration

The public administration sector consists of establishments of federal, state, and local government agencies that administer, oversee, and manage public programs and have executive, legislative, or judicial authority over other institutions within a given area. These agencies also set policy, create laws, adjudicate civil and criminal legal cases, provide for public safety and for national defense. In general, government establishments in the public administration sector oversee governmental programs and activities that are not performed by private establishments. Establishments in this sector typically are engaged in the organization and financing of the production of public goods and services, most of which are provided for free or at prices that are not economically significant.

Government establishments also engage in a wide range of productive activities covering not only public goods and services but also individual



goods and services similar to those produced in sectors typically identified with private-sector establishments. In general, ownership is not a criterion for classification in NAICS. Therefore, government establishments engaged in the production of private-sector-like goods

and services should be classified in the same industry as private-sector establishments engaged in similar activities.

In 2016 there were 63 public administration establishments in Yuba-Sutter; 31 in Sutter County employing 1,576 and 32 in Yuba County employing 2,753. The public administration industry decreased 14.5 percent over the last decade but increased 3.02 percent since 2015.



SECTION 2: SWOT ANALYSIS

Process

Beginning in February 2015, the CEDS committee recognized a need to help regional stakeholders understand how the Yuba-Sutter region's economy functions and how individual counties and cities working closely together can develop an economically viable community by recognizing its strength, weakness, opportunities, and threats. In order to develop a comprehensive set of goals for regional strategic direction, sustainability, growth and economic resilience, Yuba-Sutter Economic Development Corporation/District conducted an in-depth SWOT analysis March 4, 2015 attended by a broad representation of the community stakeholders from both counties and six cities:

Roger Abe, Yuba County Supervisor
Jim Arkens, Sutter County
Dana Burroughs, YSEDC/YSEDD
Rachel Farrell, Harmony Health
Renee Garcia, US Bank
Jim Goodwin, City of Live Oak
Bob Harlan, United Way
Kary Hauck, Sapphire Marketing Group
Kevin Mallen, Yuba County

Coleen Morehead, Sutter Buttes Regional Land Trust
Mitch Rosenburg, M.M. Rosenburg & Associates
Harl Sanderson, Beale Air Force Base
Jackie Slade, YSEDC/YSEDD
Satwant Takhar, City of Marysville
Rikki Shaffer, Yuba-Sutter Chamber of Commerce
Brynda Stranix, YSEDC/YSEDD
Claudia Street, Yuba-Sutter Farm Bureau
Stephen Wright, City of Wheatland

The committee assessed the area's strengths, weaknesses, opportunities, and threats forming focus areas of the economy, culture, education, and geography.

With more than 200 topics identified in the SWOT analysis, the District formulated a survey and broadcast to more than 1,000 local citizens; the survey was completed by 107. The results of the survey, (please see Appendix A. 2015 Economic Development Planning Survey), along with economic and labor data derived from a variety of federal and state sources were used to define the new CEDS vision statement and goals.

EDA priority goals that were deemed relevant and achievable by the committee were as follows:

- ♦ Regional economic diversity
- ♦ Economic resiliency and recovery
- ♦ Embrace capacity building and broad-based wealth creation
- ♦ Develop measurable beyond counting jobs
- ♦ Establish information networks

The SWOT Analysis was then broken into 12 topic areas that the broad based priority goals encompassed.

SWOT Analysis

Natural Resources

Strengths – Aside from a relatively mild climate, Yuba and Sutter counties have a plethora of natural resources to draw upon.

- ♦ Both counties have an abundant supply of surface water; Sutter County surface water includes the Sacramento, Feather, and Bear Rivers; Yuba County is bisected by the Yuba, Feather and Bear Rivers.



- ♦ Bullards Bar, a multi-purpose dam in Yuba County powers two hydroelectric plants; provides water for irrigation, functions as flood control, and is a valuable recreation area for boating, water skiing, fishing, and camping.

- ♦ Excellent tourist and recreation features which include Sutter Buttes, world smallest mountain range; wildlife refuges, trail and hiking areas, award winning wine and olive oil facilities and a wide variety of flora and fauna.

Weakness – Both counties underutilize most of their resources in a number of ways such as lack of promotion, community awareness, and an overall no growth attitude by some citizens of the counties.

Opportunity – With careful and well considered management, Sutter and Yuba counties are in a unique position to expand and promote their natural resources of agriculture, water, tourism, and others. This management and promotion of their natural resources would increase employment and business opportunities in the area.

Threats – Both counties can be adversely affected by flooding, drought and fire as weather conditions swing from one extreme to the other. Implementation and updates of county mitigation plans will aid in the rapid recovery or avoid completely, the adverse effects of natural disasters.

Infrastructure

Strengths – Both Yuba and Sutter are served by several major state highways. Sutter County is served by Highway 20 and 99 and Yuba County is served by Highway 65, 70, and 20. This system of highways allows for transportation of goods as well as the residents of the community enjoy a shorter than average travel to work time. Both counties are protected from flooding by a system of levees and have more than adequate water and sewage capacity.

Weakness – Both counties have major infrastructure needs especially in replacement of aging water and sewage lines, and degraded wastewater treatment facilities.

- ◆ On Beale AFB the waste water treatment facility has degraded to the point of near failure and roads that service the base are in need of upgrading and improvements.
- ◆ Cities in both counties are in dire need of road improvements and safe walking environments.

- ◆ Improved highway access and thoroughfares through cities. Inadequate lanes, signage, safety and visual attraction need improvement.

Opportunity – Yuba and Sutter counties are closely tied together in terms of regional assets so the need to establish and nurture regional cooperative planning for projects is vital

- ◆ Promote available land for planned industrial growth and establish and nurture regional cooperative planning for projects.
- ◆ Leverage the assets of relicensing New Bullards Bar Reservoir to maximize profits from production of electrical power while also meeting environmental, recreational, irrigation, and flood control needs.
- ◆ Working with Caltrans to complete the Wheatland bypass which would alleviate strain of heavy traffic and congestion of surface streets.

Threats – Both Yuba and Sutter Counties infrastructure is at the point of failure and is creating a barrier for development and industrial growth.

Emerging/Declining Industry Sectors

Strengths – Beale AFB, agriculture, and Rideout Health are three of the region's primary existing industries and the largest employers of the area. There is the potential for cluster development in all of these industries such as medical research, agri-tourism and base support in technical assistance.



Weakness – Both counties suffer from a lack of diversity in the regions industries. Reliance upon a few major industries such as medical, agriculture, and a military base leave the region at risk and vulnerable in the event of a major disaster such as flooding or base closure.

- ♦ Lack of promotion of emerging agri-tourism opportunities such as award winning wine and olive oil industries and the marketing of locally grown farm products such as walnuts, peaches, and prunes.
- ♦ Manufacturing and services are typically two of the largest contributing sectors to any region. In Yuba and Sutter counties these sectors are contributing below average proportions of jobs and earnings to the economy.

Opportunity – There are several opportunities for the region of Yuba-Sutter to exploit that would help with sustainability, economic growth and increased labor market.

- ♦ Tourism would be a great revenue generator for the region with a strong possibility to cluster growth surrounding the agricultural assets of the area. Air shows would also create a greater interest in the air force base and help to promote and maintain its position as a necessary facility for the military.
- ♦ The boundaries of Beale AFB lend itself to sustainability so that there is no encroachment to the base. The base also has the potential of providing a skilled workforce that would supply the region a labor force for technological industries. There are 30,000 Beale regional retirees living in Yuba and Sutter counties.
- ♦ With the area's strong agricultural presence there is an abundance of potential for agriculture commodities, export opportunities and value added ag-processing. This in turn would create additional employment for those who are already familiar and/or trained in agriculture while supporting the area's greatest asset.



Threats – Base closure is the greatest threat to the area which would leave over 2,000 civilian employees without employment in this area that is already experiencing high unemployment rates.

Workforce/Skills

Strengths – There is a large workforce population available for new industries to draw upon and be retrained to support emerging businesses such as agri-tourism.

Weakness – Both counties experience terminal education migration and has a large unskilled labor force. The community is too dependent upon two major industries in the area, agriculture and the military.

Opportunity – The region can create a trained, skilled available workforce by aligning skillsets to the needs of regional industry sectors through vocational studies expansion and support the work of educational institutions and employment training programs. The creation of a strong educated workforce will make the area more attractive to new industries and strengthen existing industries thereby reducing the threat of base closure and reduced agriculture production.

Threat – Continued migration of educated trained workforce due to lack of jobs in the area that match their skillset.

Housing

Strengths – Yuba and Sutter Counties both have areas available for residential growth as well as affordable housing stock on hand that would in turn accommodate a growing workforce as new businesses develop in the area. The area is also within a 45 minute commute to Sacramento which is a lower than average commute time.

Weakness – Although there is plenty of housing available for those of moderate or higher incomes, there is a substantial lack of housing available for low income families and families who are here seasonally.

Opportunity – Through careful management of housing and business development the area could produce long-term economic growth and improve the local infrastructure along with the development.

Threat – Continued opposition to growth and protracted legal battles to development threatens the potential of economic growth. Industries will not be interested in developing in the area if they cannot provide their employees with living accommodations.

Health, Public, Education, Safety

Strengths – The two regional areas partner with each other on a several levels: it has a shared medical facility which is expanding, collaborative law enforcement and strong inter-governmental cooperation.

- ♦ The area has three colleges, Yuba Community College, Cambridge Career College, and Chapman University that serve both counties. The area is in close proximity to Chico State University, UC Davis, Sacramento State, and William Jessup University.



- ♦ Medical community partners with UC Davis hospital and has a first rate cancer center and extended care services. Rideout Regional Medical Center has greatly expanded its facility to provide first-rate emergency service including a helipad, additional beds and services.
- ♦ Partnerships with federal and state agencies to promote and educate land conservation by providing an ongoing outdoor education program at Shady Creek Outdoor School, and within the Sutter Buttes via the Middle Mountain Interpretive Hikes and Education Program. This program brings in over 2500 students and additional 2000 plus visitors to the Sutter Buttes each year. Regional promotion land conservation and agriculture lands preservation

efforts utilizing Sutter Buttes Regional Land Trust, a national accredited land trust.

Weakness – Both counties are experiencing a severe problem with the homeless, homeless encampments and the attendant problems with this issue, generational poverty, and high unemployment.

- ◆ There is a distinct lack of behavior and mental health services, high levels of health issues, and medical care leakage in the region.
- ◆ Safety in terms of strong police presence is an issue due to the financial woes of the cities within the region and of the counties themselves. There is also the leakage of law enforcement to other areas for better pay.
- ◆ There is a mixed understanding within the region of what cooperative services should entail. For example shared responsibility of air control, animal control, and water quality.
- ◆ Although Yuba-Sutter is above state levels in Associate's Degrees, the K-12 districts are performing under national levels and there is no four year university or satellite campus in the immediate area.
- ◆ Regional values are not in alignment with the state as well as a lack of alignment between business, community leaders and public.

Opportunity – There is an excellent opportunity for the region to collaborate and form partnerships for services that are duplicated in each county which will alleviate some of the financial burden to each county as it would become a shared cost.

- ◆ Improvement in the quality of schools and financial assistance to the schools within the K-12 districts would improve educational performance. Attracting a satellite UC/State College or having the existing college extend to four years would help to create an attractive educated workforce in the region and promote new business growth.

- ◆ Enhance regional healthcare through partnerships and collaboration of Rideout, Sutter North medical facilities, and other regional providers.
- ◆ Reduce terminal education, law enforcement and medical migration and attract young educated and skilled adults back to their familial community by providing similar pay and living condition opportunities as those elsewhere.

Threat – Apathy and lack of collaboration among community leaders will continue to affect the area’s image and public trust to the point where growth and opportunity will no longer be a viable option.

Culture and Recreation

Strengths – Both counties enjoy a profusion of natural resources for outdoor recreation such as fishing, boating, hiking, biking and camping as well as being in close proximity to amenities offered in San Francisco, at the coast or in the mountains.

- ◆ Yuba and Sutter offer several cultural events and festivals throughout the year that proclaim the regional diversity of the area. Some of these events/festivals are cultural, (The Sikh Festival and Parade, the Bok Kai Festival and Parade); some celebrate, educate, and promote agriculture (the Peach Festival, Bishop’s Pumpkin Farm); some educate and advocate our natural resources (The Swan Festival).



- ◆ Yuba and Sutter strongly support the arts and is home to Yuba-Sutter Regional Arts Council, Sutter Theater, and The Acting Company. Sacramento and San Francisco are an easy commute from the region.

- ◆ There is an Entertainment Zone in Yuba County that has an amphitheater and area for expansion, including a recent groundbreaking for a casino.
- ◆ **Weakness** – There is a lack of transportation to these venues for those who are disabled or financially challenged that prevents a large sector of the population from experiencing the rewarding and educational opportunities provided.

Opportunity – There are a number of opportunities for the region to expand and promote recreational and cultural tourism which in turn will create jobs.

- ◆ Expand and promote sports tourism by improving local soccer, baseball, and football fields within the area, especially in the river bottoms.
- ◆ Build out the Entertainment Zone in Yuba County to include a hotel, casino, restaurants, and other attractions.
- ◆ Improve bike and running trails along the river levees then connect with biking and marathon organizations to promote as a premier area for events.
- ◆ Provide access to funding resources for the agencies that support the arts and entertainment in the area.

Threat – Lack of funding is a major issue for these resources and they can easily disappear if the community does not assist in promotion and sponsorship.

Transportation

Strengths – Modes of transportation in Yuba and Sutter counties are fairly strong in terms of business. There are four lane highways in and out of the area. Rail and air access is available. Yuba-Sutter Transit runs six local bus routes in Marysville, Yuba City and surrounding communities. There is also weekday commuter and midday service to Sacramento along Routes 70 and 99, three rural routes to Live Oak, the Yuba County

foothills, and Wheatland. Dial-a-Ride service is available to seniors and those with disabilities as both a paratransit and door-to-door service, with general public availability offered after 6:30 pm.

Weakness – Highways into the towns and cities often create choke areas which often cause travel within the city limit areas long, congested, and frustrating. Public transportation is limited in terms of routes and frequency requiring riders to spend an hour on the bus to a destination that would normally take 15 minutes by car.

Opportunity – The region needs to develop and improve alternative routes to bypass inner city areas and encourage multimodal and intermodal distribution infrastructure to complement existing rail and truck transportation methods.

Threats – Continued congestion and limited routes in and out of the cities within the region prevent a positive image for growth and development of business opportunities.



Community Culture

Strengths – Yuba-Sutter citizens and businesses have a strong commitment to the community and demonstrate this dedication through volunteerism, involvement in civic organizations such as Kiwanis, Rotary, Lions Club, and a broad composition of support organizations (non-profits). The area has rich historical value as the gateway to the gold fields and the 1849 gold rush. There is a strong linkage between agriculture and natural resources and the farming community has been a good steward of the natural resources of the area.

Weakness – Lack of collaboration between non-profit organizations, service clubs and government entities which causes funding to be spread

thinly so projects developed are small and make little impact to the community.

Opportunity – Encourage collaboration and partnerships so projects can be developed on a larger scale and create a greater impact to the community. Acknowledgement of the services these organizations, clubs, volunteers, and businesses make to improve overall public image.

Threats – A continued isolationist attitude amongst organizations will cause funding opportunities to disappear and the community overall will suffer from the lack of services they provide.

Financial Limitations / Access

Strengths – Yuba Sutter citizens, businesses, and government are acutely aware that financial sustainability is a priority in the region and are taking positive steps towards improving the situation by encouraging a positive local investor environment.

Weakness – The regions inability to allocate capital toward promotion of regional resources and infrastructure has created a poor image of the area. Local investor mentality is at an all-time low. The image of the area and previous poor funding judgements are causing reticence in investment.

Opportunity – Formulate and deliver supportive tools for both small and large scale enterprises that include business retention and support, technical assistances and access to capital through business assistance loans.

Threats – Loss of opportunities for regional investment if the area doesn't capitalize quickly.



SECTION 3: STRATEGIC DIRECTION

Vision

The Yuba-Sutter Comprehensive Economic Development Strategy will inspire the community to participate in creating a dynamic region that measures economic improvement over and above job number calculation and focus on economic resiliency and recovery while building regional economic diversity resulting in an intent, resilient, relevant and responsive alliance to be a foremost place to live, work, learn, visit and conduct business.

Regional Goals, Objectives, Action Plan and Progress Evaluation

A complete list of public works projects by jurisdiction is included as Appendix B. Yuba-Sutter Public Works Projects.

Goal 1. Natural Resources/Geography – Protect and promote the region’s natural resources, especially its abundance of water, access and availability to wide-open spaces and recreational opportunities while recognizing the threat of occurring and potential drought, flood and wildfire.

Objective 1.1 Prepare the Yuba-Sutter region for the impacts of climate change by undertaking actions to enhance climate-change preparedness and resilience.

Goal 2. Infrastructure – Promote available land for planned industrial growth and establish and nurture regional cooperative planning for projects. Leverage the assets of relicensing New Bullards Bar Reservoir to maximize profits from production of electrical power while also meeting environmental, recreational, irrigation and other non-power requirements and needs.

Objective 2.1 Pursue funding of public works projects identified in the Yuba-Sutter CEDS.

Objective 2.1 Progress: Sutter Co. S7 2015-16. Basin Drainage Study. Study of multiple existing drainage systems and incorporate the effects of drainage in unregulated areas of the Yuba City Basin contract is in progress.

Objective 2.1 Sutter Co. S7 2016-2017 Basin Drainage Study Progress. Study is expected to be completed in August 2017 and will provide the City of Yuba City and Sutter County with short term capital improvements to improve the local drainage system. Additionally the study will provide guidance parameters for future development based on the drainage system capacities.

Action 2.1.1 – Sutter County: Promote available acreage for industrial development.

Action 2.1.2 – Sutter County: Provide adequate infrastructure in the unincorporated Sutter County growth areas to facilitate economic development.

Objective 2.2 Improve the economic viability of the urban area through the enhancement of Yuba and Sutter counties' flood control systems.



Action 2.2.1 – Sutter County: The Sutter Butte Flood Control Agency (SBFCA) is a joint powers agency formed in 2007 by the Counties of Butte and Sutter, the Cities of Biggs, Gridley, Live Oak and Yuba City, and Levee Districts 1 and 9. The agency has the authority to finance and construct regional levee improvements. The SBFCA is planning to improve 44 miles of levees from Thermalito Afterbay south to the Sutter Bypass. The goal of the project is to reduce flood risk and eventually remove more than 34,000 properties from FEMA Special Flood Hazard Areas. Levee repairs will be completed in two separate projects.



Action 2.2.1 – Sutter County SBFCA Progress: Levee repairs will be completed in two separate phases: Project I, the Feather River West Levee Project, will include work from Thermalito Afterbay to Star Bend, just south of Yuba City, and is targeted to be completed by mid-2017. Project II will include the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass. Project II work includes repairs to the Sutter Bypass, and is in the planning stages. The Feather River West Levee Project is on schedule and within budget.



Action 2.2.2 – Yuba County: The Three Rivers Levee Improvement Authority (TRLIA), a joint powers agency, was established in May 2004 by the County of Yuba and Reclamation District 784 to finance and construct levee improvements in south Yuba County. TRLIA's mission is to provide 200-year flood protection. Four work phases were identified to achieve that goal along the Yuba, Feather, and Bear Rivers and the Western Pacific Interceptor Canal.

Action 2.2.2 – Yuba County TRLIA Progress: To date, the Feather River Levee Improvements represent the bulk of the fourth phase of work. In total, more than \$420 million is being invested in flood protection improvements, approximately half of which is being paid for by the State of California. Yuba and Bear River Levee Improvement projects were completed by 2006. Recently Completed or ongoing projects are:

Feather River Levee Improvements Segment 1. Bear River to Star Bend. This segment of levee sits just below Star Bend, stretching from the Bear River setback levee to 3.8 miles south. Improvements included cutoff walls,

stability berms, relief wells and monitoring wells. **CONSTRUCTION COMPLETED.**

Feather River Levee Improvements Segment 2. Thought to be the state's largest project of its kind, the Feather River Setback Levee will improve local and regional flood protection by widening the floodway. This will help lower surface water levels and eliminate areas where water can back up (choke points). A brand new levee, designed to the latest federal standards, has been built on strong soils behind the current levee. The old levee is being demolished. Dirt from the old levee will be used as backfill in areas where soils were dug to build the new levee. The project involves 1,600 acres, 450 acres of which is dedicated to the setback levee. The remaining 1,150 acres will be used for habitat restoration and agricultural use. The Authority continues to negotiate with local property owners for the purchase of land.



Feather River Levee Improvements Segment 3. Shanghai Bend to Yuba River (Hwy. 70). Under-seepage, through-seepage and freeboard were problems in this 2.8 mile-long stretch along the Feather River. Freeboard refers to the difference in height between the expected water level in a flood and the top of the levee. Improvements included adding height to the levee to increase freeboard and constructing cutoff walls, stability berms, relief wells and monitoring wells to address under-seepage and through seepage. **CONSTRUCTION COMPLETED.**

Objective 2.3 Support the work of local governments in their efforts to provide sound physical infrastructure (transportation, water supply, wastewater management, flood prevention, energy and waste management).

Objective 2.3 2015/2016 Progress: Caltrans and Sutter County officials marked the completion of a much-needed interchange at the busy junction of State Route 99 and Riego Road. The bulk of the \$31 million project came from Proposition 1B transportation bond measure funding.

Objective 2.3 2015/2016 Progress performance measurement evaluated by: The new interchange represents a major safety improvement for 36,000 motorists daily. The daily traffic volume at that location is projected to increase to more than 75,000 by 2031.

Objective 2.3.1 – Live Oak Project # LO13 2015/2016 Progress Performance Measures: The new Soccer Park/Drainage Basin Improvements Phase 1 twenty-six acres includes a temporary storm drainage basin to capture water during severe winter rain storms. The basin is critical for reducing storm drain flows downstream of the existing city drainage and is a key feature in the city's Master Drainage Study. The soccer fields provide an important recreational asset and satisfy the high demand in Live Oak. Youth Soccer leagues have nearly 500 children signed up for the coming fall season and about 120 players in the adult league.

Action 2.3.1 – Live Oak: Complete infrastructure improvements necessary to support business investment.

Action 2.3.1 – Live Oak Project # LO13 2015/2016 Progress: Live Oak completed Project LO13 – Soccer Park/Drainage Basin Improvements Phase 1. Sources of funding were \$1.8 million Prop 84 grant, \$700,000 from the City of Live Oak and \$2 million in-kind from the Sutter Butte Flood Control Agency. The Sutter Butte Flood Control Agency excavated the park in order to use the clay soil for levy improvements.

Action 2.3.1 – Live Oak Project # LO13 Soccer Park/Drainage Improvements 2016/2017 Progress: It is expected by 2018 the City will make additional improvements including paving the parking area and adding a maintenance facility. Live Oak is currently seeking for funding for construction of Phase 2 improvements including one or more additional soccer fields in the complex.

Objective 2.3.1– Live Oak Project #LO12 Water Service and Supply Improvements.-2015/2016: Progress Performance Measures: The combination of improved water mains, connections to the distribution system, sewer, and new well with arsenic treatment and storage construction is 50 percent complete and is estimated to be completed by 2018. This project will allow for both growth and public safety needs.

Action 2.3.1 – Live Oak Project # LO12 Water Service and Supply Improvement 2016/2017 Progress: In 2018 the city will complete construction of a 12-inch water main in Pennington Road from Connecticut Avenue east to Orchard Avenue with associated road improvements. In addition, the City will construct a new 2,000-gpm well site with arsenic filtration, storage, booster pump and connection to the distribution system. The well site will be located on Larkin Road in the northeast quadrant of the city. Phase 1 of the project will be completed in 2017 and includes the 1,000-gpm well with arsenic filtration and connection to the distribution system. The city is seeking funding for Phase 2

Action 2.3.2 – Marysville: Improve infrastructure to support business investment and enhance the capacity of the city to develop in an economically-advantageous and sustainable manner.

Action 2.3.2 – Marysville Project # M16 2016/2017

Progress: Accelerate Street Resurfacing and Improvements Project. Marysville has been awarded a \$50,000 SACOG grant to conduct an updated Pavement Management Study as a precursor to preparing a local street improvement bond financing package of up to \$4 million to leverage outside funding sources, including to serve as local match for federal grants.

Action 2.3.2 – Marysville Project # M7 2016/2017

Progress: Rebuild 5th Street to Complete Streets Standards from State Route 70 to J Street Project. Marysville has been awarded \$700,000 in funding under the State Active Transportation Program in part, to undertake phase 1 of design/engineering for 5th Street. RFP for engineering service is currently being developed for immediate circulation.

Action 2.3.2 – Marysville Project # M8 2016/2017

Progress: Extend 2nd Street from State Route 70 to J Street Project. Marysville has been awarded \$700,000 in funding under the State Active Transportation Program in part, to undertake a project study report for 2nd Street. RFP for engineering services is currently being developed for immediate circulation.

Action 2.3.2 – Marysville Project # M13 2016/2017

Progress: Incorporate Streetscape Improvements on State Route 70 from 1st Street to 6th Street Project. Marysville has adopted a First Year Action Plan to implement its Bounce Back Vision Plan, including a priority on distinctive signage, wayfinding signage and season street banners on SR 70 and other major streets.

Action 2.3.2 – Marysville Project # M17 2016/2017

Progress: Refurbish and Update City Hall Project.

Marysville approved an energy services contract for development and installation of solar photovoltaic systems at City Hall. Project completion estimated at the end of 2017.

Action 2.3.3 – Wheatland: Assure high-quality municipal services to businesses.

Goal 3. Existing, Emerging, and Declining Industry Sectors – Support and enhance agriculture and agriculture-based tourism as one of the region’s emerging industry sectors. Promote and protect Beale Air Force Base in Yuba County as the region’s primary existing industry by supporting expansion of Beale’s existing missions, recruitment of new missions, and pledge regional commitment to protect Beale from reduction or closure.

Objective 3.1 Preserve and enhance Beale Air Force Base.

Action 3.1.1 – BAFB Cell Phone Tower #R11: Current cell phone service provider, (i.e. AT&T) to Beale Air Force Base has one sixty-foot tower in the main base area. Due to the base topography, many AT&T users in the 509-home military housing area have limited coverage despite using cell phone boosters.

Action 3.1.2 – BAFB Lodging Project #R12: Beale Air Force Base has a shortage of visitor lodging and currently sends visitors to contract quarters in Yuba City and Roseville. The base requires 321 VQ rooms (146 new added to 175 existing).

Action 3.1.2 – BAFB Lodging Project #R12 2016/2017:
Progress: There is a plan to build 16 additional family units in the near future.

Action 3.1.2 – BAFB Wastewater Treatment Plant #R14:

The existing wastewater treatment plant at Beale Air Force Base is circa 1944 and struggles with stricter state compliance and operating and maintenance costs and in meeting effluent standards in ponds for dissolved solids and pH. The base sewage requirements are 360,000 gallons per day .

Action 3.1.2 – BAFB Wastewater Treatment Plant Project #R14 2016/2017 Progress: Beale AFB is working with the Financial Management Center of Excellence as they develop a Business Case Analysis (BCA) which will detail the most prudent option regarding either rehabilitation or demolition of the Wastewater Treatment Plant

Action 3.1.4 – BAFB Electricity Project #R17: Beale Air Force Base experiences increased power outages caused by overloads, increased sustainment costs for power restoration and more reliance on generator power that could result in potential notices of air violation. The base must establish redundant and survivable 60KV power, meet the growing need for power, sustain 25MW peak, support uninterrupted cyberspace missions, and recapitalize electrical infrastructure. Beale AFB Civil Engineers have programmed resource requirements for \$28.1 million to incrementally upgrade the electrical infrastructure over fiscal years (October 1-September 30) 2015 through 2020

Action 3.1.5 – BAFB DAMS Project #R18 There are a total of 22 dams on Beale AFB, 14 of which are FEMA reportable. During the early part of 2017, Beale -- along with much of Northern California -- experienced a significant amount of rainfall which caused two dams to be weakened and potentially compromised due to erosion. The erosion is accelerated as the rain continues.

Action 3.1.5 – BAFB Dams Project #R18 2016/2017

Progress: The Upper Blackwelder and Miller Dams are currently being repaired in order to ensure that there is no loss of life and/or property.

Objective 3.2 Support efforts to attract, maintain, promote and expand regional industries.

Objective 3.2 – Yuba County Project # Y4 2015/2016 Progress

Performance Measures: The new Highway 70/Feather River Boulevard provides safe and easy access to the freeway and Feather River Boulevard eliminating signal lights and the potential for severe accidents. This interchange serves 4,000 residents of the south portion of the Plumas Lake Specific Plan area and the 50,000 motorists travelling between Sacramento and Marysville

Action 3.2.1 – Sutter County: Create reasonable and fiscally prudent local incentives to attract and support growth of new and existing businesses

Action 3.2.2 – Yuba County: Promote new commercial and industrial development to balance residential development and provide process and manufacturing opportunities for local agricultural commodities, generate revenues, and create local jobs and services for residents by directing public investments in ways that encourage infill, reuse, and intensification of key activity centers and corridors.

Action 3.2.2 – Yuba County Project # Y4 2015/2016

Progress: Highway 70/Feather River Boulevard full interchange is completed to provide public interchange access to the Plumas Lake Specific plan and eliminated the last signalized intersection between Sacramento and Marysville. This state funded project cost \$18 million.

Action 3.2.3 – Yuba County: Develop the Highway 65 corridor and Sports and Entertainment Zone area.

Action 3.2.3 – Yuba County Economic Development Project 2016/2017 Progress: The Enterprise Rancheria Indian tribe's Fire Mountain Resort and Casino located on 40 mile Road in Yuba County in the Highway 65 corridor broke ground. Construction expected to begin spring of 2017.

Action 3.2.4 – Yuba County: Continue development of infrastructure to support the success of Yuba County Airport and its airport industrial parks as a strategy to increase the usability of existing zoned land for industrial/business park development.

Action 3.2.4 – Yuba County Project # YA6 2016/2017 Progress: Yuba County Airport taxiway. Biological and Wetlands Resource Assessment completed. SHPO concurrence completed. Yuba County CEQA Notice of Exemption completed.

Action 3.2.4 – Yuba County Project # RD11 2015/2016 Progress: Regional Drainage Facility. Pump Station 10 is under construction and will provide supervisory control and data acquisition (SCADA electronic controls. Two additional basins are in planning and other phases awaiting funding.



Action 3.2.5 – Yuba County Project # PVT1 2016/2017 Progress: Forest Biomass Business Center Development in Camptonville. This biomass energy facility would be a of a former sawmill in Celestial Valley. Progress to date includes feasibility study, technology due diligence, co-products consideration, utility interconnection study,

Conditional Use Permit, CEQA compliance, project developer selection, and site assessment. Received notice of funding from the California Energy Commission Electric Program Investment Charge (EPIC) grant program. This \$4.9 million grant will fund a portion of the bioenergy facility's equipment and construction.

Action 3.2.6 – Live Oak: Build a foundation to the local economy based on companies that export goods and/or services outside the community and bring new dollars into the local economy.

Action 3.2.7 – Marysville: Implement the Plan for Sustainable Economic Development, known as “Bounce Back” initiative.

Action 3.2.8 – Wheatland: Create and maintain a broad range of career fields that are accessible to all residents by attracting high-tech, research, medical, and light-industrial industries that would benefit from the agricultural community of Wheatland or the proximity of Beale Air Force Base.

Action 3.2.9 – Wheatland: the usability of existing zoned land for industrial and commercial development, including retail.

Action 3.2.10 – Wheatland: Create a development strategy for the Highway 65 corridor within the Wheatland Sphere of Influence, including locating a regionally-attractive commercial facility along the State Route 65 Expressway.

Objective 3.3 Establish tourism destination attractions in Yuba and Sutter counties as a means of fostering diversity in the local economy.

Action 3.3.1 – Sutter County: Promote visitor services and agritourism.

Action 3.3.2 – Marysville: Promote Marysville as a tourism-destination point.

Objective 3.4 Collaborate with regional organizations to increase the marketing of Yuba-Sutter to support an approach to agritourism and expand agricultural industries.

Action 3.4.1 – Sutter County: Promote, sustain, and diversify agricultural industries countywide.

Action 3.4.2 – Sutter County: Expand local agriculture.

Action 3.4.3 – Wheatland: Encourage agricultural food and fiber processors to locate in the City of Wheatland as a means of creating local jobs and ensuring the viability of agriculture in Yuba County.

Action 3.4.4 – Wheatland: Support the development of County policies and programs that would enhance the long-term viability of agriculture outside of Wheatland's urbanizing areas.

Goal 4. Workforce, Skills, and Business Sustainability – Reduce terminal education migration and attract young educated and skilled adults back to their familial community and fortify the workforce with intelligent, well-educated individuals who have similar pay and living condition opportunities as those elsewhere.

Objective 4.1 Support the work of the educational institutions and employment training programs along with their programs and services that work to educate and train the region's workforce.

Action 4.1 – Yuba Sutter Chamber of Commerce: Seek to attract a full-service university to partner with an exceptional community-serving hospital, technology innovators, and light manufacturers within the community.

Objective 4.2 Provide technical support and financial resources to business hubs, accelerators, and incubators.

Objective 4.2 2016 YSED 2016/2017 Progress performance measurement: Provided grant writing and created a pitch for Yuba Sutter Chamber of Commerce's BizWorks for SBA \$50,000 Growth Accelerator Grant. Application advanced to 2nd round. BizWorks conducted 14 workshops with 142 attendees, created 9 full-time jobs, retained 14, assisted seven start-up businesses, made 27 business to business referrals, and has six co-working shared space and four incubator/accelerators.

Action 4.2.1 – YSED: To provide technical assistance to private and public sectors that fosters business growth and development of new and assist existing businesses through education and training; and improve business climate and enhance the community business image.

Action 4.2.1–YSED 2016/2017: PROGRESS. YSED provided BizWorks with technical assistance for funding, markets all events and gives referrals to workshops and business planning programs.

Goal 4.A. Education and Workforce Development – Capitalize on the region's cooperative economic development environment; improve the education and skills of the workforce.

Objective 4.A.1 Attract a satellite university or state 4-year college campus.

Action 4.A.1.1 – Wheatland: Seek to attract a full-service university to partner with an exceptional community-serving hospital, technology innovators, and light manufacturers within the community.

Objective 4.A.2 Continue efforts through Northern California Career Pathways Trust and North Central Counties Consortium and local Workforce Investment Board to better connect career programs with the industries in our area, improve student academic and technical skills, target STEM (science, technology, engineering and math) and career ready-related skill gaps.

Objective 4.A.2 2016 Yuba-Sutter Business Consortium 2016/2017 Progress performance measurements: Yuba and Sutter County One Stops have had 215 Internal jobs created; made 753 Job seeker referrals; provided 2,313 services to employers; registered 21 new businesses; 28 Rapid Response Activities/Lay Off Aversion; made 55 On-the-job training contracts; and held 18 job fairs / On-site recruitments.

Action 4.2.1 – Yuba-Sutter Business Consortium: To create new opportunities for all Yuba and Sutter county residents, improve business climate and enhance the quality of life for all residents. Identify areas employment needs and provide training to fill the needs of businesses in the area.

Action 4.2.1–YSEDC 2016 Yuba-Sutter Business Consortium 2016/2017 PROGRESS: Yuba and Sutter County One Stops have developed and are in the process of developing more training programs to meet the needs of local business owners. The consortium has provided access and resources to Employer Training Program (ETP) funding for business.

Goal 5. Health, Safety, and Public – Provide support for regional public safety, law enforcement, and health officials to collaborate and share resources to expand emergency services communication network for police, fire, and medical services.

Objective 5.1 Enhance regional healthcare through partnerships and collaboration of Rideout Health, Sutter North Medical and other regional providers.

Objective 5.2 Expand behavioral and mental health services among existing health facilities and providers throughout the region.

Objective 5.3 Create an awareness to the importance of retaining local public safety talent as an economic indicator of the quality of life, prosperity, sustainability and resiliency of the Yuba-Sutter region.

Action 5.3.1 – Wheatland: Continue to be a full-service local government, while maintaining the flexibility to work with other jurisdictions to take advantage of economies of scale when such action is prudent.

Objective 5.4 Address the growing issue of homelessness within the region through regional collaborative partnerships.

Objective 5.4.1 – Yuba County 14Forward Homeless Shelter 2016/2017 Progress Performance Measurements: 50 homeless individuals entered the program. nine completed the program and secured permanent housing, 247 referrals to resources made, nine obtained employment, 28 obtained skills/competencies required for employment, 17 obtained access to transportation and/or driver's license, 6,635 meals served, 1,080 accessed Mission Services, 10 ID's were issued, 53 pets were housed, 34 obtained food assistance, 41 received financial education and 39 received medical assistance.



Action 5.4.1 – Yuba County 14Forward Homeless Project #Y10. Yuba County partnered with several 14FORWARD, a temporary shelter and resource center for the homeless. The site includes 20 2-person structures, an onsite manager, dog facility, and provides services and resources to move the homeless toward permanent employment and housing.

Action 5.4.1 – Yuba County 14Forward Homeless Project #Y10: 2016/2017 Progress – Yuba County established a temporary sheltering and resource program, located at 14th Street in west Marysville next to Twin Cities Rescue mission. Through its Coordinated Entry Program, Yuba County continues to develop a more extensive learning/training resource center and provide more housing for the homeless.

Action 5.4.2 – Sutter County Project #S13 Transitional Homeless Shelter: This transitional shelter will house up to 60 homeless persons. The facility would include dormitory sleeping areas, a kitchen area, a laundry area. Once developed, the County expects the program would assist persons with securing permanent housing, and obtaining employment.

Action 5.4.2 – Sutter County Project #S13 Transitional Homeless Shelter: 2016/2017 Progress – Sutter County is studying the use of County property adjacent to the Sutter County Airport.

Objective 5.5 Improve jail facilities and reduce overcrowding.

Objective 5.5 – Sutter County Project #S11 Main Jail Expansion 2016/2017 Progress Performance Measurements. Jail expansion will add 14 medium security female beds, 28 maximum security

male beds as it creates 5,300 sq. ft. of housing and program space and renovates 6,900 sq. ft. of jail and kitchen space.

Action 5.5.1– Sutter County Project #S11 Main Jail Expansion: – Expand the existing high-security facility by 42 beds and renovate the existing medical, storage, and food preparation areas. Project includes seismic upgrade and fire sprinkler installation in existing structures.

Action 5.5.1– Sutter County Project #S11 Main Jail Expansion 2016/2017 Progress – Project is financed through California AB900 Phase II Bond Program which authorizes bond funding for California Department of Corrections and rehabilitation prison projects, reentry facilities, and local jail beds to ease the overcrowding in California’s prisons and local Jails. Sutter County has completed the design phase and expects to begin construction in June 2017.

Goal 6. Culture and Recreation – Expand and enhance the region’s existing recreational tourism activities, areas and facilities.

Objective 6.1 Support the community in enhancing the pleasant quality of life (public services and amenities, environmental quality, open and welcoming social and political institutions).

Objective–6.1 Live Oak Project #LO9-2014 Progress performance measurement: Live Oak’s Public Safety Center building is ADA compliant and has a secure waiting area for the general public.

Objective–6.1 Live Oak Project #LO13-2015/2016 Progress Performance Measures: The new Soccer Park/Drainage Basin Improvements, Phase 1 26 acre drainage basin will provide a temporary storm drainage basin to capture water during severe

winter rain storms. The basin is critical for reducing storm drain flows downstream of the existing city drainage and is a key feature in the city's Master Drainage Study. The soccer fields provide an important recreational asset and satisfy the high demand in Live Oak. Youth Soccer leagues have nearly 500 children signed up for the coming fall season and about 120 players in the adult league.

Objective 6.1– Wheatland Project #W5 2015/2016 Progress Performance Measures: Sunset Valley Duplexes Project completed December, 2015-88 apartments are now fully occupied. Project area streets were reconstructed and also included sidewalks and gutters. Total Project cost was \$16 million of which \$612,000.00 was for street reconstruction. Funding sources for housing project was from state grant, street reconstruction came from Federal Home Loan Bank grant, Mercy Housing funds and Federal Low Income Tax Credits.

Objective 6.1– Regional Goal #R10-2015/2016: Progress Performance Measures: The 78,853 square foot, multi-level Sutter County Courthouse was completed in January 2016. It has the capacity for 7 courtrooms and combined the courthouse services that were previously located in 4 different buildings. It is also now located next to the county jail and Sheriff's department. This new courthouse will significantly improve public service and security, court operational efficiency and access to justice for county residents.

Action 6.1.1 – Live Oak: Improve the quality of life and maintain Live Oak's small-town atmosphere.

Action 6.1.1 – Live Oak Project # LO9 2014 Progress: Live Oak's Public Safety Center, which houses the Sutter County Fire Department and Sutter County Sheriff's Office was remodeled. The \$855,304 project was paid for through Community Development Block Grant Program funds. This project was included as number LO9 in 2014

CEDS.

Action 6.1.1 – Live Oak Project # LO13 2015/2016

Progress: Live Oak completed Project LO13 – Soccer Park/Drainage Basin Improvements Phase 1. Sources of funding were 1.8 million Prop 84 grant, \$700,000 from the City of Live Oak and 2 million were in kind from the Sutter Butte Flood Control Agency. The Sutter Butte flood Control Agency excavated the park in order to use the clay soil for levy improvements.

Action 6.1.1 – Live Oak Project # LO13 Soccer Park/Drainage Improvements 2016/2017

Progress: It is expected by 2018 the City will make additional improvements including paving the parking area and adding a maintenance facility. Live Oak is currently seeking for funding for construction of Phase 2 improvements including one or more additional soccer fields in the complex.

Action 6.1.1 – Live Oak Project # LO16 Skate and Bike Park 2016/2017

Progress: Live Oak has completed design for a ¾-acre skate and bicycle park to be located in Live Oak's downtown Memorial Park and has secured CDBG funding for the project. Project is under construction and is expected to be completed in 2017.

Action 6.1.2 – Marysville: Enhance the quality of life for city residents.

Action 6.1.2 – Marysville Project #M6 Ellis Lake Restoration 2016/2017

Progress: Marysville will shortly undertake a Technical Memorandum to analyze potential alternatives to address dissolved oxygen levels in Ellis Lake to improve water quality and reduce the prevalence of algae, and then to implement an initial selected project, not to exceed \$144,000, as part of a

Supplemental Environmental Project as agreed to with the Central Valley Regional Water Quality Control Board.

Action 6.1.2 – Marysville Project #M11 Regional Bicycle and Pedestrian “bike Hub” 2016/2017 Progress: Marysville has received \$46,500 in CDBG project funding to prepare a feasibility plan for a possible multi-use Bike Hub/Community Center. Following competitive procurement, a firm has been selected to prepare the plan.

Action 6.1.3 – Wheatland: Continue to grow wisely while implementing the principles of the Wheatland Community Vision, including protecting environmental resources, conserving the city’s rich heritage, retaining open space, providing local energy and economic opportunities, promoting public health and safety, and maintaining quality of life.

Action 6.1.3 – Wheatland Project #W5 2015/2016 Progress: Sunset Valley Duplexes Project completed December, 2015. Duplexes were specifically made affordable for lower income families. New water and sewer infrastructure, new landscaping, new energy efficient building systems installed and complete flood risk/insurance mitigation. Streets in the project area were reconstructed as well. Project cost was \$16,000,000 and was funded by City of Wheatland, Yuba County.

Action 6.1.4 – Wheatland: Integrate public facilities and commercial spaces around public gathering places, such as squares and promenades.

Action 6.1.5 – Regional Goal #R10 2015/2016 Progress: New Sutter County Courthouse was completed January

2016. This project was funded by Senate Bill 1407 for \$65,834,000.

Goal 7. Transportation – Develop and improve alternative, multimodal and intermodal distribution infrastructure.

Objective 7.1 Encourage investment in state highways throughout the two-county region toward four lane highways in and out of the region.

Objective–7.1 Regional Goal R15-A 2015/2016: Progress performance measurement: Caltrans/Sacramento Area Council of Governments Metropolitan Transportation Plan. SR 70/Feather River Blvd. interchange completed and replaced the four-way highway stop light system. This replacement improved traffic flow to and from Marysville and the Plumas Lake development area and greatly reduced the risk of accidents.

Objective–7.1 Regional Goal R16-A 2015/2016: Progress performance measurement: Completion of rehab of pavement on SR 20 from Marysville Road to east of Smartsville Road. This segment of SR 20 was operating at Caltrans LOS (Level of Service) E standard where traffic and safety determined this poor rating. The road needed to meet at minimum LOS D. Rehabilitation of the pavement brings in this section to LOS D. Scheduled shoulder, curve, and turn improvements will bring this section of SR 20 to at least LOS C and greatly enhance traffic flow, safety, and beautification.

Action 7.1.1– Regional: Develop and improve alternative and multimodal distribution infrastructure to complement existing rail and truck transportation methods, and to develop sustainable delivery modes for manufacturing, freight, transport, logistics and warehouse industries in Yuba County.

Action 7.1.2– Regional Goal R15-A 2015/2016: SR 70, Feather River Blvd. Construction of new interchange, completed in 2015. Replaced four-way light system. \$22,333,000.

Action 7.1.3– Regional Goal R-16-A 2015/2016: SR 20, Marysville Road to east of Smartsville Road: Rehab Pavement, completed 2015. \$8,318,000.

Objective 7.2 Develop sustainable delivery modes for manufacturing, freight, transport, logistics and warehouse industries in the region.

Objective–7.2 Regional Goal R14 2016/2017: Progress performance measurement: Caltrans is currently working with City of Live Oak leaders, business owners, and community members on the Planning Assessment/Environmental Determination (PA/ED) Project Report for the *SR 99 Live Oak Streetscape, Safety, and Rehabilitation Project. Phase 1 - Downtown Core Area* (August 2017).

Purpose:

The purpose of this project is to rehabilitate Live Oak Boulevard and use to enhance the City's appearance. It will also provide safety improvements, improve traffic flow of a key state highway thereby enhancing local accessibility and regional goods movement, and be a catalyst of revitalization for the local economy and Downtown Core of the City of Live Oak.

Need:

SR 99 acts as a barrier dividing Live Oak into east and west halves. The existing infrastructure of SR 99 does not support multiple modes of transportation, contains inadequate roadway drainage which leads to ponding along the highway, and has one only lane of traffic in each direction causing significant queuing and traffic delays during peak travel times

Action 7.2.1 Develop and improve alternative and multimodal distribution infrastructure to complement existing rail and truck transportation methods, and to develop sustainable delivery modes for manufacturing, freight, transport, logistics and warehouse industries in Yuba County.

Action 7.2.2– State Rte. 99 Corridor Improvements Project #R4 2016/2017: Caltrans' (California Department of Transportation) Route 70/99 Corridor Business Plan identifies the need to improve the State Route 99 corridor through the City of Live Oak's 2030 General Plan project area. A Collaborative Highway 99 Streetscape Master Plan for this segment of the highway was completed and adopted May 2011.

Action 7.2.2– State Rte. 99 Corridor Improvements Project #R14 2016/2017 Progress: The City of Live Oak applied for the Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant from the United States Department of Transportation (USDOT) which is a highly competitive program to improve transportation, expand economic opportunity, and transform a community. In 2016, the City of Live Oak submitted a TIGER application and was awarded a \$10 million grant for the SR 99 Streetscape Project Downtown Core Area.

Goal 8. Community Culture – Acknowledge and cultivate the dedication of local business to community. Elevate community image.

Objective 8.1 Yuba Sutter Agri-tourism Program

To become a full and vibrant partner in Farm to Fork and to have a robust plan to engage regional agriculture partners and to build

exposure to promote all six jurisdictions with an emphasis on creating a conduit for local growers and vendors to market their goods. These projects would include leveraging preexisting venues and activities such as Bishop's Pumpkin Farm which draws 180,000 visitors in the fall, or Swan Festival which offers tours to the larger region from Colusa to Butte to Yuba and south to Sacramento counties. \$100,000 per year budget

Goal 9. Access to Capital – Encourage a positive local investor environment and increase access to business capital.

Objective 9.1 Formulate and deliver supportive tools for both small- and large-scale enterprises that include but is not limited to business retention and support; technical assistance; access to capital through business assistance loans, microenterprise technical assistance, and loans, United States Department of Agriculture (USDA) and Economic Development Administration (EDA) and YSEDC internal programs.

Objective 9.1 2015 YSEDC Progress performance measurement: YSEDC was awarded a Rural Business Enterprise Grant from USDA, Rural Development for the purpose of providing technical assistance to the newly formed California Finance Consortium, a nonprofit organization with the stated mission of advancing local enterprises in underserved areas, expanding economic output by linking enterprises to capital, expertise education and other entrepreneurial services and carrying on other charitable activities associated with these goals. Corporate membership consists of a collaborative of five regional economic development districts/organizations with a footprint in 22 northern California counties.

Objective 9.1 2015 YSEDC Progress performance measurement: Rabobank contributed matching funds of \$25,000 and "a loaned executive" to provide guidance from a private sector commercial lender perspective. This project is in progress with an expanded evaluation to follow.

Objective 9.1 2016/2017 YSEDC Progress performance measurement: 146 businesses were visited, 63 in the cities of Olivehurst and Linda and 83 in the city of Marysville; 117 participated in surveys. Results of the surveys indicated that 51% saw an increase in business, 23% remained the same and 23% were down. The top three impediments to business were: Government/Regulations, Homelessness and Crime, and poor image. The revolving loan program had 36 inquiries in 2016, loaned \$931,914.00, and 27 jobs were created or retained. YSEDC responded to 15 RLF in business attraction program of which six projects are still in progress and 9 were terminated as the area was unable to compete due to lack of infrastructure or brick and mortar stock. YSEDC provided technical assistance to 20 non-profits, two private entities and 15 public entities; wrote or assisted in writing 28 grants which were awarded a total of \$10,233,500.00; spearheaded marketing and fundraising efforts for homeless project 14Forward and raised a total of \$100,955.89; and organized stakeholders and wrote MacArthur Foundation \$100 Million and Change Grant.

Action 9.1.1 – YSEDC: To improve and enhance the diversification and sustainability of the economy by assisting the community in retaining and creating jobs, and by enhancing development opportunities and facilitating business investments in the region.

Action 9.1.1 – YSEDC 2016/2017: PROGRESS. YSEDC Bear Program conducted two Business Walks in 2016. YSEDC conducted two business resource seminars with a total of 60 attendees. The Revolving Loan Program had 36 inquiries and made seven loans. Business Retention and Attraction Program had 15 inquiries. YSEDC provided technical assistance, grant writing, and capacity building to local nonprofits, public and private sector businesses. Produced the Annual CEDS. YSEDC also developed a new project, Beyond Poverty and Homelessness in addition to its other special projects.

Action 9.2. – Live Oak: Maximize opportunities for new business investment that provide jobs and support the local tax base.



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SECTION 4: DISASTER AND ECONOMIC RECOVERY AND RESILIENCY

Disaster Recovery and Resilience

Yuba and Sutter counties have been highly involved in the creation of individual Pre-Disaster Mitigation Plans for the counties and cities within the region. Mitigation planning is essential to the region's ability to withstand and recover from disasters. Each county within the district has adopted a mitigation plan.



Yuba County Multi-Jurisdictional Multi-Hazard Mitigation Plan is the product of a collaborative effort between the County of Yuba and its special districts. Plans developed for the Yuba County Multi-Hazard Mitigation Project included single-jurisdiction plans for the Dobbins-Oregon House Fire Protection District and the Yuba County Water Agency. (Details of the plan are available at: www.co.yuba.ca.us)

Sutter County and the incorporated communities of Yuba City and Live Oak have developed a comprehensive Multi-Hazard Mitigation Plan to better position resources in addressing potential hazards. Sutter County, City of Yuba City, City of Live Oak, Gilsizer Drainage District, Levee District 1, Reclamation Districts 70, 1001, 1500, and 1600 have all adopted the Multi-Hazard Mitigation Plan. (A complete copy of the Sutter County Multi-Hazard Mitigation plan is available on their website: www.co.sutter.ca.us)

Both county plans have been in place for several years and are continually updated with invitations to the community stakeholders to assist in plan implementation and maintenance. Community stakeholders are made aware of disaster preparedness information and are regularly updated should there be changes in the overall plan.

Both counties are in the process of bringing existing levees up to 200 year flood protection. Three Rivers Levee Improvement Authority (TRLIA), a joint powers agency, was established in May 2004 by the County of Yuba and Reclamation District 784 to finance and construct levee improvements in south Yuba County. TRLIA's mission is to provide 200-year flood protection. Four work phases were identified to achieve that goal along the Yuba, Feather, and Bear Rivers and the Western Pacific Interceptor Canal. To date, the Feather River Levee Improvements represent the bulk of the fourth phase of work. In total, more than \$420 million is being invested in flood protection improvements, approximately half of which is being paid for by the State of California.

The Sutter Butte Flood Control Agency (SBFCA) is a joint powers agency formed in 2007 by the Counties of Butte and Sutter, the Cities of Biggs, Gridley, Live Oak and Yuba City, and Levee Districts 1 and 9. The agency has the authority to finance and construct regional levee improvements. The SBFCA is planning to improve 44 miles of levees from Thermalito Afterbay south to the Sutter Bypass. Levee repairs will be completed in two separate phases: Project I, the Feather River West Levee Project, is targeted to be completed by mid-2017. Project II will include the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass and is in the planning stages. The goal of the project is to reduce

flood risk and eventually remove more than 34,000 properties from FEMA Special Flood Hazard Areas. Levee repairs will be completed in two separate projects.

Economic Resilience and Recovery

Economic resilience is important from two perspectives. In one respect, it is about a community's individual businesses and short-term, practical actions to sustain their operations after a disaster. However, economic resilience is concerned with the broader regional economic development and long-range adaptability to a changing, and often turbulent, economic environment.

Business Resiliency

It has been shown that apart from direct damage to premises, the largest impact of a disaster was the disruption of lifelines-water, electricity, sewer, and waste water treatment. Other factors included disruption in logistics flows, reduced employee productivity through transportation difficulties and the effects of the disaster on their homes and reduced customer traffic. Developing emergency and recovery plans or buying



business interruption insurance would alleviate some of the recovery issues.

Most large businesses will have the capability to survive or return to pre-disaster levels but it is the smaller firms that suffer the most, especially those that were in poor financial condition before the event. Greater emphasis must be given to the needs of smaller businesses to increase survival rates, and that businesses, having a strong vested interest in ensuring the preparedness of utility companies, emergency services, and public services, need to be much more active in community preparedness and recovery planning.

Economic Resiliency

The ability of local and regional economies to adapt to changing conditions, including disasters, is the definition of regional economic resilience. Analysis of the Yuba-Sutter region indicates that its economy is dependent upon three major industries and is highly subjective to disaster. It would be in the areas best interest to look at initiatives that would improve business resilience and regional economic resilience.

The responsive initiatives of the counties Multi-Jurisdictional Multi-Hazard plans which include pre-disaster recover planning to define key stakeholders, roles, responsibilities, and actions; establishing a process for regular communication, monitoring, and updating of business community needs as issues; and building a capability to connect with public officials at local, regional, state and federal levels to rapidly communicate business sector needs and to coordinate impact assessments are addressed thoroughly.

The Steady-state initiatives which refer to longer-term efforts to bolster a region's ability to withstand or avoid shock, and in doing so, improve its adaptability. These include planning efforts to engage the community in a collective vision for resilience, economic diversification initiatives building on local and regional assets, business retention and expansion programs, workforce development strategies, etc.

The results from the community impact survey, SWOT analysis, local and regional government input identified the need for diversification of industry types, a strong regional infrastructure, and business attraction. This analysis was the guideline for setting forth the regional goals and objectives and the recognition it is necessary to develop a coherent economic strategy.

Measuring Resilience

There is no hard and fast way to measure economic resilience due the multi-dimensional nature of resilience. However, if a region can demonstrate their successes and if they can measure the cost benefits of increasing resilience, chances that community and partner buy-in will occur in greater measure are significantly enhanced, and conversely better resilience will result.

For the region of Yuba-Sutter the best tool for measuring at least the impact of flooding would be FEMA Community Rating System. Improvements on levees and infrastructure gives the community a better rating and lowered insurance rates for residents but also proves economic resilience for potential investors, new businesses and industries.

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2015 Economic Development Planning Survey

Most important (1) to least important; top number is count of respondents; rank is the weighted average calculated by dividing the sum of all weighted rankings by number of total responses.

1. Please rank in order of importance, in generating support for economic development, the following economic priorities (1 being most important and 5 being of least importance)

Rank		1	2	3	4	5
1	Economic resiliency and recovery	33 34%	26 27%	18 19%	13 13%	7 7%
2	Develop measurables beyond counting jobs to gauge economic improvement	22 23%	23 24%	23 24%	15 15%	14 14%
3	Regional economic diversity	23 24%	15 15%	18 19%	18 19%	23 24%
4	Embrace capacity building and broad-based wealth creation	12 12%	23 24%	21 22%	25 26%	16 16%
5	Establish information networks	7 7%	10 10%	17 18%	26 27%	37 38%

2. Please rank in order of importance, in generating support for economic development, the following strengths of Yuba-Sutter's Natural Resources and Geography (1 being most important and 8 being of least importance)

Rank		1	2	3	4	5	6	7	8
1	Abundance of water	30 36%	23 28%	13 16%	2 2%	2 2%	2 2%	8 10%	3 4%
2	Proximity to the Sacramento metro area and Sacramento International Airport	23 28%	16 19%	10 12%	16 19%	13 16%	3 4%	1 1%	1 1%
3	Bullard's Bar potential for electricity and water sales	16 19%	17 20%	13 16%	15 18%	6 7%	9 11%	7 8%	0 0%
4	Aggregate and timber	0 0%	12 14%	23 28%	18 22%	12 14%	9 11%	9 11%	0 0%
5/6	River fronts	6 7%	9 11%	9 11%	17 20%	19 23%	11 13%	11 13%	1 1%
5/6	Sutter Buttes	5 6%	3 4%	4 5%	5 6%	15 18%	21 25%	25 30%	5 6%
7	Wildlife	0 0%	3 4%	9 11%	8 10%	13 16%	27 33%	21 25%	2 2%
8	Other	3 4%	0 0%	2 2%	2 2%	3 4%	1 1%	1 1%	71 86%

17 Comments:

1. Track record for CEQA.
2. After the FERC re-licensing is complete in 2016, the YCWA undertaking the task of becoming its own utility district and selling power to the people of Yuba County.
3. Consideration for the drought, I believe that Yuba County Foothills need to directly benefit from Bullards Bar and its ability to provide water especially to Oregon House/Dobbins

4. In living in this area for many years and working for the County for a dozen or more years, I know that we provide different regions of California with water (a natural resource) at a price that generates income and often times I wonder how we see returns as consumers. It seems as though money is made and prices for natural resources are raised which contributes to economic hardships for local consumers as well as potential water shortages to come in the future.
5. I believe our water fronts are under-utilized but have the capacity to become true highlights for our region. I have concerns about water sales being an economic driver; hence the #5 placement. We are in a drought; hence the #7 placement.
6. Yuba College. Lower housing costs. Available work force
7. Large unskilled, underutilized workforce.
8. Need for more regional coordination on use of these resources.
9. From a SWOT perspective, the legal/environment aspect of some of the above attributes must be considered. Risk v. Reward, as well as the potential to have well meaning environmental and public works effort be considered in light of non-natural resource/geography issues is high and potentially politically damaging.
10. People are our most important local resource. Their skills and attitudes can make or break us economically. Our primary focus should be how we can improve our local workforce so that they are better employees. It is difficult to get people to commute to our community, so we need a more effective workforce if we want to improve our business climate.
11. The fertile farmland that is abundant in this area.
12. Communities that respect the constitutional rights and freedoms.
13. Reasonably priced hydro-electricity and availability of water are two foundational items necessary before any other resources can come into play.
14. Infrastructure such as good roads and railroads to get raw materials in and finished goods out is very important.
15. Historic sites for tourism
16. Quality of life. Housing costs, proximity to SF, Tahoe, Gold Country, Wine Country, etc.
17. We lack a real, private sector plan for creating access to resources for small business, unless it is tied to some type of government program.

3. Please rank in order of importance, in generating support for economic development, the following opportunities for Yuba-Sutter's Natural Resources and Geography (1 being most important and 5 being of least importance)

Rank		1	2	3	4	5
1	Access and availability to wide-open spaces and recreational water sources	35 42%	30 36%	12 14%	5 6%	1 1%
2	Opportunities for growth for our small and yet-to-be-built communities	25 30%	16 19%	15 18%	26 31%	1 1%
3	Additional signage to points of interest and regional tourism venues	13 16%	22 27%	26 31%	21 25%	1 1%
4	Greater public access to state park in the Sutter Buttes	9 11%	13 16%	30 36%	26 31%	5 6%
5	Other	1 1%	2 2%	0 0%	5 6%	75 90%

7 Comments:

1. How about a sign(s) to Oregon House? There are NONE in the county at present
2. Especially in the North Yuba Foothills, signage is crucial for visitors to navigate and locate our agritourism sites.
3. I have concerns about urban growth that assumes the transition of farm land to urban centers.
4. Capable leadership
5. Need to encourage development of "value added" ag products and services. Bio-mass generators from rice straw...
6. The #1 ranking to the access and availability attribute above considers that what you have access and availability to is of sufficient quality to be desirable. For instance, access and availability to fishing waters without fish would not be important.

7. Making it more affordable to do business in these counties.

4. Please rank in order of importance, in generating support for economic development, the following threats to Yuba-Sutter's Natural Resources and Geography (1 being most important and 5 being of least importance)

Rank		1	2	3	4	5
1	Drought, flood, wildfires	40 48%	18 22%	12 14%	12 14%	1 1%
2	Loss of water rights	22 27%	34 41%	20 24%	7 8%	0 0%
3	Loss of agricultural land	12 14%	17 20%	29 35%	23 28%	2 2%
4	Negative determination regarding the relicensing of Bullard's Bar by the state	8 10%	13 16%	21 25%	40 48%	1 1%
5	Other	1 1%	1 1%	1 1%	1 1%	79 95%

5 Comments:

1. What does "Negative determination" mean?
2. The relicensing of Bullards Bar and for Yuba County to maintain and benefit from the power generation is crucial to the economic stability of the entire county
3. (relicensing by the state?). Poor leadership
4. Uncertainty surrounding quality of our natural resources and geography based on the extremes in our history (recent and past) needs to be addressed to establish as much stability as can be reasonably established if we are to mitigate related threats.
5. Over regulation of everything and the high fees for improvements and development.

5. Please rank in order of importance, in generating support for economic development, the following strengths of Yuba-Sutter's Infrastructure (1 being most important and 6 being of least importance)

Rank		1	2	3	4	5	6
1	Available land for planned industrial growth	20 26%	17 22%	20 26%	14 18%	6 8%	1 1%
2	Existing infrastructure of highways and byways for transporting goods	19 24%	16 21%	23 29%	11 14%	6 8%	3 4%
3	Levee infrastructure	22 28%	14 18%	10 13%	14 18%	16 21%	2 3%
4	Water and wastewater capacity	11 14%	19 24%	17 22%	16 21%	15 19%	0 0%
5	Cities with well-defined spheres of influence	5 6%	10 13%	8 10%	22 28%	32 41%	1 1%
6	Other	1 1%	2 3%	0 0%	1 1%	3 4%	71 91%

3 Comments:

1. Reliable delivery and capacity for conveyance of water in the North Yuba Foothills
2. Low occupancy costs.
3. Beale AFB

6. Please rank in order of importance, in generating support for economic development, the following weaknesses of Yuba-Sutter's Infrastructure (1 being most important and 6 being of least importance)

Rank		1	2	3	4	5	6
1	Lack of regional cooperative planning for projects	29 37%	22 28%	11 14%	12 15%	4 5%	0 0%

2	Lack of served properties for industrial development	17 22%	19 24%	22 28%	13 17%	7 9%	0 0%
3	Beale's degraded and degrading infrastructure	12 15%	17 22%	18 23%	15 19%	15 19%	1 1%
4	Quality of levees	12 15%	10 13%	10 13%	21 27%	21 27%	4 5%
5	Safe walking environment (lights, sidewalks, etc.)	6 8%	9 12%	16 21%	17 22%	27 35%	3 4%
6	Other	2 3%	1 1%	1 1%	0 0%	4 5%	70 90%

8 Comments:

1. Abundance of crime in small population, lack of reasonably educated workforce, failure to accurately assess regional strengths and weakness have always hampered this areas development.
2. The population at Beale has continued to decrease. The DOD doesn't base the importance of its military on the economic impact on the community. It has always been unfortunate that the side/back gates allowed better opportunities to unique communities like Nevada City, Grass Valley and the Sac region. These areas still have more to offer.
3. Fix Beale up for sure.
4. Infrastructure of highways and bypasses for transportation of goods to bypass Marysville.
5. Educated population
6. 1) Poorly trained workforce and limitations on attracting a talented workforce to our community. 2) Inadequate technology infrastructure
7. HWY 20 being only 2 lanes, potential for isolation need additional bridge Olivehurst to So. Yuba City. Cost of regulations & to make improvements.
8. Crime and meth labs

7. Please rank in order of importance, in generating support for economic development, the following opportunities for Yuba-Sutter's Infrastructure (1 being most important and 4 being of least importance)

Rank		1	2	3	4
1	Leverage the assets of relicensing Bullard's Bar dam and power	39 51%	21 27%	13 17%	4 5%
2	Make infill projects a priority	20 26%	29 38%	23 30%	5 6%
3	Wheatland bypass	12 16%	22 29%	34 44%	9 12%
4	Other	6 8%	5 6%	7 9%	59 77%

11 Comments:

1. Build the Marysville bypass
2. Extend rail service to gold fields for gravel shipment
3. Emphasize the existing passion already here for commercial/retail development. The people here are screaming for commercial/retail development, and the representatives of the people know this fact well. The reps won't let a project fail if there is anything that can be done.
4. It is my understanding that Yuba County Water Agency funds do not go into the County General Fund...how would the assets overall benefit the community?
5. Water infrastructure and water conveyance project in the North Yuba Foothills
6. Connection of south Sutter County to SRCSD waste water treatment plant. Provision of water service to Sutter Pointe by Golden State Water Co. Completion of Natomas Levee Improvement project. Construction of new waste water treatment plant in Wheatland or connection to Beale's plant.
7. Better collaboration with local educational institutions to promote a more effective local workforce. None of the others are significant opportunities, but because an answer is required, each one is ranked.
8. Bullards is much more centered on Yuba County
9. Additional crossings Olivehurst to So. Yuba City. Hwy 20

10. Legalize and capitalize on marijuana growing industry like Nevada Co. and other California counties
11. Leveraging support from regional partners, state and federal.

8. Please rank in order of importance, in generating support for economic development, the following strengths of Yuba-Sutter's Existing, Emerging and Declining Industry Sectors (1 being most important and 5 being of least importance)

Rank		1	2	3	4	5
1/2	Beale Air Force Base	24 32%	19 25%	16 21%	17 22%	0 0%
1/2	Agriculture-based tourism	18 24%	33 43%	10 13%	12 16%	3 4%
3	Manufacturing industry	21 28%	10 13%	24 32%	21 28%	0 0%
4	Emerging wine region	10 13%	13 17%	26 34%	23 30%	4 5%
5	Other	3 4%	1 1%	0 0%	3 4%	69 91%

10 Comments:

1. Wine is an inappropriately heavy user of valuable water, for a oversupplied product
2. While Agricultural-based tourism is a nice concept, I don't think it brings in the amount of tourism that we'd like to see. I believe that recreational tourism for sportsmen has much greater potential.
3. Promote and develop the agri tourism market. Don't require Administrative Hearings or Use Permits for Bed and Breakfasts up to five bedrooms.
4. Timber industry is on the decline due to too much environmental rules and costs.
5. Gas extraction
6. I don't know enough to answer this factually. I'm guessing.
7. Anything but wine
8. Recreational opportunities.
9. Agricultural
10. Again, marijuana and the byproducts of hemp, could be an agriculture-based tourism asset

9. Please rank in order of importance, in generating support for economic development, the following opportunities for Yuba-Sutter's Existing, Emerging and Declining Industry Sectors (1 being most important and 6 being of least importance)

Rank		1	2	3	4	5	6
1	Support expansion of Beale's existing missions, recruitment of new missions, and pledge regional commitment to protect Beale from down-sizing or closure	28 37%	11 14%	12 16%	10 13%	12 16%	3 4%
2	Market locally grown, locally sourced food	13 17%	24 32%	13 17%	18 24%	8 11%	0 0%
3	Protect agricultural land	15 20%	18 24%	13 17%	14 18%	15 20%	1 1%
4/5	Increase population demographics to attract higher-end retailers	10 13%	11 14%	16 21%	18 24%	20 26%	1 1%
4/5	Increase regional visibility to promote tourism	7 9%	12 16%	22 29%	15 20%	18 24%	2 3%
6	Other	3 4%	0 0%	0 0%	1 1%	3 4%	69 91%

8 Comments:

1. Attract a highly educated population to attract higher paid jobs/careers. With my knowledge of Base Closure and DOD, the community will have a tough time retaining and expanding its mission. What is the overall impact and what communities does Beale Impact...will the fight continue versus attracting better long term industry.
2. Promote tourism as much as possible, and support the businesses that cater to the tourism demographic.
3. Cleanup of trash and code violations in the north Yuba foothills which are a nuisance.
4. We should be playing to our strengths, Ag, government services, medical industry. Tourism has limited value and should be very focused on return on investment of tourism specific dollars.
5. Promote industry/manufacturing
6. Museum like "Forgotten warriors"
7. Improve educational and skill set opportunities for available employees necessary to staff new businesses along with established businesses.
8. Would like to see education regarding pesticides on agricultural land

10. Please rank in order of importance, in generating support for economic development, the following weaknesses of Yuba-Sutter's Workforce, Skills and Business Sustainability (1 being most important and 4 being of less importance)

Rank		1	2	3	4
1	Retention of the area's educated-elsewhere young adults	28 37%	40 53%	7 9%	0 0%
2	Lack of skilled workers to support our existing industries	35 47%	20 27%	19 25%	1 1%
3	Small business succession planning for business retention (i.e. business closure due to retirement)	11 15%	14 19%	46 61%	4 5%
4	Other	1 1%	1 1%	3 4%	70 93%

8 Comments:

1. It seems impossible to expand economic growth when Sutter County is prospering at a much faster rate than Yuba County. Is Marysville actually a viable city? If not what else will decline rapidly.
2. Lack of higher education in area
3. In 1995, I owned a local business that generated \$500,000 a year to local economy. No one encouraged me to remain in the area. It takes less time and money to retain a business then it does to attract a new business. There were several incidents in the manufacturing industry where potential employees could not pass the drug test. Young adults move away 90% of the time....over time they may come back but this has been an issue for decades in ever community.
4. Need to have a High School in the North Yuba Foothills and to reintroduce trade training in high school.
5. Lack of housing choices to lure workers, executives and business owners to the area.
6. Technology infrastructure is weak.
7. Lack of appropriate job training venues
8. Wage/pay to surrounding areas.

11. Please rank in order of importance, in generating support for economic development, the following opportunities for Yuba-Sutter's Workforce, Skills and Business Sustainability (1 being most important and 6 being of least importance)

Rank		1	2	3	4	5	6
1	Creating a trained, skilled, available workforce	38 51%	13 17%	13 17%	8 11%	2 3%	1 1%
2	Support innovation and entrepreneur programs	15 20%	16 21%	23 31%	12 16%	8 11%	1 1%
3	Capitalize on the region's visionary business leaders, both public and private	12 16%	15 20%	15 20%	14 19%	17 23%	2 3%

4	Engage next-generation farmers	8 11%	10 13%	17 23%	17 23%	21 28%	2 3%
5	Grow population to foster a more skilled workforce	2 3%	20 27%	6 8%	20 27%	22 29%	5 7%
6	Other	0 0%	1 1%	1 1%	4 5%	5 7%	64 85%

6 Comments:

1. I thought that business leaders and community leaders were suppose to be capitalized on.....did it not happen.
2. Offer tax credits to businesses that will offer training and work to young people.
3. Region needs to expand introduction to construction crafts skills to Junior High and High School students. Bring back woodshop equipment and teachers!
4. Before we can attempt 3-6, we must first succeed at workforce improvement.
5. Provide safe state of the art learning, living environments.
6. Align skillsets to needs of business instead of just using standard educational concepts.

12. Please rank in order of importance, in generating support for economic development, the following strengths of Yuba-Sutter's Health, Public, Education and Safety (1 being most important and 7 being of least importance)

Rank		1	2	3	4	5	6	7
1	Cooperative economic development environment	20 30%	11 16%	11 16%	12 18%	6 9%	6 9%	1 1%
2/3	Boundaries of Beale AFB lend itself to sustainability and growth - no encroachment on Beale	13 19%	9 13%	12 18%	9 13%	16 24%	5 7%	3 4%
2/3	Close proximity to higher education	12 18%	10 15%	11 16%	12 18%	11 16%	9 13%	2 3%
4	Expansion of our regional medical facility and access to extended care services/cancer center	9 13%	13 19%	14 21%	9 13%	10 15%	9 13%	3 4%
5	Inter-governmental cooperation and partnerships with federal and state agencies to ensure land conservation	4 6%	12 18%	10 15%	15 22%	13 19%	10 15%	3 4%
6	Low crime rate relative to state average	8 12%	11 16%	8 12%	7 10%	9 13%	22 33%	2 3%
7	Other	1 1%	1 1%	1 1%	3 4%	2 3%	6 9%	53 79%

7 Comments:

1. I wish we had these things...
2. Our regional medical center is a shambles and our crime rate is not below the regional average. Comparison to major population centers is foolish.
3. If FRHG doesn't change its image, we will continue to go out of the area for health care.
4. Education and promotion of healthy lifestyles and eating habits.
5. I can't answer these factually. Am guessing
6. Improved collaboration among existing health facilities and providers to improve local service quality
7. Browns Valley has one of the best Elementary Schools in the state. The area also offers a variety of charter and other educational opportunities

13. Please rank in order of importance, in generating support for economic development, the following weaknesses of Yuba-Sutter's Health, Public, Education and Safety (1 being most important and 7 being of least importance)

Rank		1	2	3	4	5	6	7
1	Educated and skilled workforce	26 39%	9 13%	14 21%	8 12%	4 6%	5 7%	1 1%

2	Poverty, specifically generational poverty	21 31%	12 18%	11 16%	13 19%	3 4%	7 10%	0 0%
3	Lack of career educational alignment	6 9%	20 30%	11 16%	8 12%	12 18%	10 15%	0 0%
4	Homeless and homeless encampments	10 15%	12 18%	9 13%	7 10%	11 16%	15 22%	3 4%
5	High levels of health issues	1 1%	11 16%	10 15%	17 25%	17 25%	10 15%	1 1%
6	Lack of behavioral and mental health services	3 4%	2 3%	11 16%	13 19%	18 27%	18 27%	2 3%
7	Other	0 0%	1 1%	1 1%	1 1%	2 3%	2 3%	60 90%

6 Comments:

1. Health and education are judged by quality, our area is at best mediocre in both.
2. Lack of motivation, commitment and lack of goal orientation.
3. I'm not sure if this question is asking if a lack of educated and skilled workforce is a weakness, or if having an educated and skilled workforce is a weakness. I believe that the lack of an educated and skilled workforce is the greatest weakness for the Yuba-Sutter area.
4. Low percentage of insured individuals relative to other communities in our region
5. By making county fees and regulations so high it makes it cost prohibitive to make improvements.
6. Hard to prioritize; these are all vital issues. There is also a huge lack of specialists who accept Medi-Cal, which has a lot of economic development implications

14. Please rank in order of importance, in generating support for economic development, the following opportunities for Yuba-Sutter's Health, Public, Education and Safety (1 being most important and 7 being of least importance)

Rank		1	2	3	4	5	6	7
1	Attract a satellite university or state college campus	16 24%	15 22%	10 15%	11 16%	6 9%	9 13%	0 0%
2	Encourage Yuba College's four-year extension program	9 13%	16 24%	18 27%	9 13%	11 16%	2 3%	2 3%
3	Expanded regional collaboration amongst the local governments	14 21%	10 15%	12 18%	13 19%	13 19%	4 6%	1 1%
4	Recruit retail and residential development in Marysville	13 19%	8 12%	9 13%	9 13%	10 15%	15 22%	3 4%
5	Enhance healthcare through Rideout Health, Sutter North, Ampla Health and others	5 7%	8 12%	12 18%	16 24%	16 24%	8 12%	2 3%
6	Create own council of governments - break off from SACOG	8 12%	9 13%	4 6%	8 12%	11 16%	18 27%	9 13%
7	Other	2 3%	1 1%	2 3%	1 1%	0 0%	11 16%	50 75%

7 Comments:

1. Marysville is hopeless until the business owners can start cooperating.
2. Support for broadband and high speed internet in the Yuba Foothills.
3. Collaborate with rural local governments: Nevada County, Butte County, Colusa County. We get lost in SACOG.
4. Breaking off from SACOG is not likely to be helpful, only costly
5. Better school food and nutrition education,
6. Develop a vocational education system to fill needs of current businesses in the area.
7. Developing public/non-profit partnerships could solve a lot of issues

15. Please rank in order of importance, in generating support for economic development, the following strengths of Yuba-Sutter's Culture and Recreation (1 being most important and 5 being of least importance)

Rank		1	2	3	4	5
1	Recreational tourism and access to fishing, boating, hiking, biking, etc.	27 41%	25 38%	12 18%	1 2%	1 2%
2	Entertainment Zone in Yuba County - amphitheater, casino, and additional commercial	22 33%	11 17%	16 24%	12 18%	5 8%
3/4	Bishop's Pumpkin Farm - tourism, educational program and hiring	10 15%	10 15%	17 26%	26 39%	3 5%
3/4	Sports tourism - tournaments, various hunting seasons	3 5%	19 29%	20 30%	24 36%	0 0%
5	Other	4 6%	1 2%	1 2%	3 5%	57 86%

7 Comments:

1. Events: Stampede, Bok Kai ... etc.
2. East Indian community events
3. I don't know.
4. Not much to work with
5. Museum of forgotten warrior
6. Strong Christian influence keeps ethics and values where they have been. This is slipping and will devalue the area in the eyes of business.
7. Cleaning up the riverfronts and making the rivers swimmable, like Nevada County would add value to recreational tourism

16. Please rank in order of importance, in generating support for economic development, the following opportunities for Yuba-Sutter's Culture and Recreation (1 being most important and 8 being of least importance)

Rank		1	2	3	4	5	6	7	8
1	Expand and enhance existing recreational areas and facilities	17 26%	9 14%	9 14%	17 26%	13 20%	1 2%	0 0%	0 0%
2	Build-out the entertainment zone in Yuba County	19 29%	12 18%	6 9%	7 11%	13 20%	5 8%	2 3%	2 3%
3	Attract a hotel/event center	8 12%	16 24%	14 21%	5 8%	8 12%	7 11%	6 9%	2 3%
4	Attract a multi-use sports complex	5 8%	11 17%	17 26%	10 15%	5 8%	7 11%	7 11%	4 6%
5	Support the expansion of Bishop's Pumpkin Farm	2 3%	6 9%	11 17%	11 17%	10 15%	11 17%	12 18%	3 5%
6	Finish the Plumas Street Theatre project	5 8%	4 6%	6 9%	9 14%	9 14%	21 32%	11 17%	1 2%
7	Provide more infrastructure for the cycling community	5 8%	7 11%	3 5%	6 9%	7 11%	11 17%	22 33%	5 8%
8	Other	5 8%	1 2%	0 0%	1 2%	1 2%	3 5%	6 9%	49 74%

5 Comments:

1. Take care of and use present ent. zone facilities
2. None of these are likely to have a positive return on investment - we have hotels, cities are moving away from convention center building because of cost relative to revenue, sports complexes are expensive and make no sense without an anchor team
3. Put more energy into annual events: Bok Kai, Ethnic Diversity, Mexican Independence, Stampede, Swan Festival. Partner with Yuba Sutter Arts and United Way.
4. HWY 20 needs to be improved more passing lanes and a bike lane.
5. Enable people with successful, positive, life experiences to have a way to help people in need of learning them. This is true cultural improvement.

17. Please rank in order of importance, in generating support for economic development, the following strengths of Yuba-Sutter's Transportation (1 being most important and 6 being of least importance)

Rank		1	2	3	4	5	6
1	Four-lane highway in and out of area	40 61%	14 21%	6 9%	2 3%	2 3%	2 3%
2	Access to Sacramento International Airport and Yuba County Airport	13 20%	18 27%	23 35%	10 15%	2 3%	0 0%
3	Location relative to other amenities and attractions	5 8%	18 27%	15 23%	15 23%	11 17%	2 3%
4	Yuba-Sutter Transit	6 9%	8 12%	7 11%	21 32%	19 29%	5 8%
5	Access to rail-served properties	1 2%	7 11%	15 23%	16 24%	26 39%	1 2%
6	Other	1 2%	1 2%	0 0%	2 3%	6 9%	56 85%

6 Comments:

1. Better traffic circulation is a must.
2. Sutter County Airport
3. Marysville bypass is necessary to get big rigs out of downtown Marysville. From an operators point of view, transportation needs to be time efficient.
4. Brand new interchanges at Riego Road and Hwy 99 and 113 and widened Bridge at Nicholas.
5. Road quality is generally good.
6. Critical corridor for NS travel.

18. Please rank in order of importance, in generating support for economic development, the following strengths of Yuba-Sutter's Community Culture (1 being most important and 7 being of least importance)

Rank		1	2	3	4	5	6	7
1	Dedication of local business to community	14 21%	15 23%	16 24%	5 8%	6 9%	8 12%	2 3%
2	Farming community is a good steward of natural resources	18 27%	9 14%	10 15%	10 15%	7 11%	11 17%	1 2%
3	Broad composition of support organizations (non-profits, civic clubs, youth groups, etc.)	10 15%	10 15%	11 17%	17 26%	13 20%	4 6%	1 2%
4/5	Cultural diversity	11 17%	14 21%	8 12%	7 11%	13 20%	10 15%	3 5%
4/5	Variety of lifestyles that include rural, suburban and urban	10 15%	9 14%	13 20%	12 18%	10 15%	12 18%	0 0%
6	Historic significance and home-grown heroes	2 3%	8 12%	8 12%	12 18%	16 24%	18 27%	2 3%
7	Other	1 2%	1 2%	0 0%	3 5%	1 2%	3 5%	57 86%

2 Comments:

1. n/a
2. Festivals and Fun Community Events

19. Please rank in order of importance, in generating support for economic development, the following opportunities for Yuba-Sutter's Community Culture (1 being most important and 6 being of least importance)

Rank		1	2	3	4	5	6
1	Raise community image	30 45%	17 26%	6 9%	11 17%	2 3%	0 0%

2	Encourage citizens to renew their interest and participation	8 12%	14 21%	24 36%	13 20%	7 11%	0 0%
3	Encourage next generation succession planning especially in the agriculture industry	10 15%	9 14%	16 24%	15 23%	13 20%	3 5%
4/5	Temper the vocal negative minority	12 18%	12 18%	9 14%	5 8%	22 33%	6 9%
4/5	Raise cultural awareness	6 9%	11 17%	11 17%	21 32%	14 21%	3 5%
6	Other	0 0%	3 5%	0 0%	1 2%	8 12%	54 82%

3 Comments:

1. Don't think much can be done about the vocal negative minority. They just want something to complain about.
2. The negative minority may not always be the same people depending upon who is making the assessment. The key is to find a reasonable balance and temper the angry voices on each extreme.
3. Eliminate divisive "cultural" isolationisms and encourage the "American melting pot" family and community values.

20. Please rank in order of importance, in generating support for economic development, the following opportunities for Yuba-Sutter's Financial Limitations and Access to Capital (1 being most important and 5 being of least importance)

Rank		1	2	3	4	5
1	Encourage a positive local investor environment	21 32%	20 30%	16 24%	9 14%	0 0%
2	Access to business capital	18 27%	19 29%	15 23%	14 21%	0 0%
3	Increase resources for economic development	17 26%	16 24%	19 29%	13 20%	1 2%
4	Increase funding for tourism	10 15%	10 15%	15 23%	25 38%	6 9%
5	Other	0 0%	1 2%	1 2%	5 8%	59 89%

3 Comments:

1. Get the tourist here.
2. Collaborate with nearby regions to streamline the introductions and support entrepreneurs
3. Limit fees and regulations that are not essential for public safety.

DRAFT

**Yuba-Sutter Economic Development District
2016 CEDS Projects, Sorted by Jurisdiction**

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
Regional R1 Long-term	7 7.1	Caltrans 2014 Intelligent Transportation Systems/Operational Improvement Plan The plan provides critical guidance to optimize the California state highway system within District 3, which includes Yuba and Sutter counties, by identifying and managing intelligent transportation systems (ITS) and other operational strategies that yield a very high return on investment and benefit-to-cost. ITS refers to advanced communications-based information and electronic technologies, used to manage the transportation network. Operational improvements include projects such as intersection modifications, lane extensions, auxiliary/transition lanes, ramp widening, ramp-merge extensions, and others that reduce the impact of weaving, merging, and queuing. District 3 worked closely with its regional partners and stakeholders in a collaborative effort to develop the plan. More information is available at http://www.dot.ca.gov/dist3/departments/planning/systemplanning/ITS_OP_S.htm .	\$TBD	SHOPP	Various
Regional R2 Long-term	6 6.1	Caltrans 2013 State Highway Bicycle Facility Plan Projects The plan creates the District's first comprehensive plan that identifies a vision and framework for bicycle facility improvements on California's state highway system in Caltrans District 3, which includes Yuba and Sutter counties. Project cost and completion dates have not yet been identified. More information is available at www.dot.ca.gov/hq/tpp/offices/ocp/complete_streets.html . Projects under consideration in Sutter and Yuba counties include: A. SR 20, N. Township Road to Sutter-Yuba county line: Construct Class II bicycle lane. B. SR 99, Bogue Road to SR 20, Yuba City: Construct Class II bicycle lane. C. SR 99, Ash Street to Ramsdell Drive, Live Oak: Construct Class II bicycle lane. D. SR 20, Yuba-Sutter county line to Buchanan Street, Marysville: Construct Class II bicycle lane. E. SR 20, Buchanan Street to eastern Marysville city limits: Construct Class II bicycle lane. F. SR 20, eastern Marysville city limits to Loma Rica Road: Construct Class III bicycle lane. G. SR 65, State Street to Evergreen Drive, Wheatland: Construct Class II bicycle lane. H. SR 70, south Marysville city limits to 9th Street: Construct Class II bicycle lane. I. SR 70, 9th/B streets to 12th/B streets, Marysville: Construct Class II bicycle lane. J. SR 70, 12th/B streets to E. 24th Street, Marysville: Construct Class II bicycle lane.	\$TBD	Various, including Active Transportation Program (ATP)	Various
Regional R3 Long-term	6 6.1	Caltrans Complete Streets Implementation Plan Projects A complete street is a street that provides for the safe, comfortable, and convenient travel for all users of all ages and abilities, including motorists and truckers, bicyclists, pedestrians, and transit vehicles. Caltrans is identifying areas on state highways where complete streets would be appropriate and collecting recommendations from local and regional transportation partners to develop complete streets. Projects in the Plan will include bicycle,	\$TBD	Various, including Active Transportation Program (ATP)	Various

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
		pedestrian, gateway and landscaping improvements in Yuba City, Live Oak, Marysville and Wheatland. The implementation Plan is projected to be complete by August 2016. More information is available at: www.dot.ca.gov/hq/tpp/offices/ocp/complete_streets.html .			
Regional R4 Long-term	7 7.2	<p>State Route 99 Corridor Improvements from Paseo Road to Riviera Road</p> <p>Caltrans' (California Department of Transportation) Route 70/99 Corridor Business Plan identifies the need to improve the State Route 99 corridor through the City of Live Oak's 2030 General Plan project area. A Collaborative Highway 99 Streetscape Master Plan for this segment of the highway was completed and adopted May 2011.</p> <p>UPDATE: The City of Live Oak applied for the Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant from the United States Department of Transportation (USDOT) which is a highly competitive program to improve transportation, expand economic opportunity, and transform a community. In 2016, the City of Live Oak submitted a TIGER application and was awarded a \$10 million grant for the SR 99 Streetscape Project Downtown Core Area.</p> <p>Caltrans is currently working with City of Live Oak leaders, business owners, and community members on the <u>Planning Assessment/Environmental Determination (PA/ED) Project Report</u> for the <i>SR 99 Live Oak Streetscape, Safety, and Rehabilitation Project. Phase 1 - Downtown Core Area</i> (August 2017).</p> <p>Purpose: The purpose of this project is to rehabilitate Live Oak Boulevard and use streetscape design to enhance the City's appearance. It will also provide safety improvements, improve traffic flow of a key state highway thereby enhancing local accessibility and regional goods movement, and be a catalyst of revitalization for the local economy and Downtown Core of the City of Live Oak.</p> <p>Need: SR 99 acts as a barrier dividing Live Oak into east and west halves. The existing infrastructure of SR 99 does not support multiple modes of transportation, contains inadequate roadway drainage which leads to ponding along the highway, and has one only lane of traffic in each direction causing significant queuing and traffic delays during peak travel times.</p>	\$35,000,000	Various	Various
Regional R5 Long-term	7 7.2	<p>Third Bridge Crossing at the Feather River</p> <p>This public works project, a third bridge on the Feather River, is supported by all Yuba-Sutter jurisdictions. This project would provide a four-lane, divided freeway from Highway 70 in Olivehurst to Highway 99 in Yuba City. The impacts of increased housing and subsequent traffic are deeply affecting the entire region and the completion of this project will be a relief for all five jurisdictions.</p> <p>UPDATE: Studies conducted by Caltrans show that a new state highway bridge over the Feather River is not justified for the cost. As a result, Caltrans is required by law to sell the excess property.</p>	\$600,000,000		
Regional R6 Mid-term	7 7.2	<p>Caltrans 2015 Goods Movement Study</p> <p>The very diverse region of Caltrans District 3 makes regional goods movement planning a challenge to implement. With economic growth predicted for the region, freight tonnages originating in, destined for, or traveling through Caltrans District 3 is estimated to increase by 75 to 80 percent by 2035. The study identified and prioritized capital and operational freight improvement projects that will improve the movement of goods through District 3. Thirty-</p>			

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
		<p>six freight improvement projects were identified in Sutter and Yuba counties and ranked from 1 being the highest priority to 4 being the lowest priority. Projects ranked 1 and 2 include the following:</p> <p>Rank 1:</p> <p>A. SR 70, UPRR underpass near Marysville High School, Marysville: Widen and increase vertical clearance</p> <p>B. SR 65, Construct Wheatland highway bypass</p> <p>Rank 2:</p> <p>A. SR 20, Stabler Lane to SR 99, Yuba City: Widen from four to six lanes.</p> <p>B. SR 20, 9th and E streets, Marysville: Modify intersection to widen turning radius for trucks.</p> <p>More information is available at: http://www.dot.ca.gov/dist3/departments/planning/freight.htm</p>	<p>\$12,486,000</p> <p>\$20,558,933</p> <p>\$1,198,641 \$TBD</p>	<p>SHOPP</p> <p>Various</p> <p>STIP, local SHOPP</p>	<p>2022</p> <p>2035</p> <p>2035 2035</p>
Regional R7 Mid-term	2 2.2	<p>Feather River West Levee Project</p> <p>Sutter and Butte counties are planning to improve 44 miles of levees from Thermalito Afterbay south to the Sutter Bypass to reduce flood risk and remove more than 34,000 properties from FEMA Special Flood Hazard Areas. Among other important improvements, the project will sustain and grow the local economy by creating construction jobs, protect property values, and allow for responsible residential, commercial and industrial development. Phase I –Thermalito Afterbay to Star Bend is targeted to be completed by 2016. Phase II will include the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass.</p> <p>UPDATE: Phase I is in pre-design stage and on time. Phase II is in planning stages.</p>	\$312,000,000	State of California, property assessment revenues.	<p>Phase I - 2016</p> <p>Phase 2 - open ended</p>
Regional R8 Long-term	7 7.1	<p>Fifth Street Bridge Reconstruction and Approaches</p> <p>This public works project would replace the existing two lanes and add an additional two lanes of east-west traffic, drastically reducing the heavy traffic congestion that currently exists. The bridge was constructed in 1958 to replace an overpass destroyed by the 1955 flood. Approximately 33,000 vehicles traverse the bridge daily and 95,000 are anticipated by 2035.</p> <p>The Sacramento Area Council of Government has awarded funding to Yuba City for the \$70 million replacement project. The amount represents the area's local match obligation to replace the bridge. Construction is slated to start in 2016 and take two years to complete. Additional funding is through the federal Highway Bridge Program, High Priority Project federal grant funds and the Regional Surface Transportation Program.</p> <p>UPDATE: Project has been pushed out to 2019 by Caltrans.</p>	\$70,000,000		
Regional R9 Long-term	7 7.2	<p>Wheatland Expressway</p> <p>Develop alignment alternatives, design and construct the Wheatland Expressway that connects to the Lincoln Bypass completed in 2012.</p> <p>The General Plan, adopted in 2006, provides for the expressway to be developed to the east of the existing city limits. No specific alignment has yet been determined but it will likely connect to the Lincoln Bypass south of Wheatland and then reconnect to the existing Highway 65 somewhere north of Wheatland (likely somewhere between South Beale Road and Ostrom Road). Once it is developed, ownership of the expressway would probably be transferred to Caltrans and the city would obtain ownership of the existing Highway 65.</p>	\$150,000,000		

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
Regional R10 Short-term	6 6.1 6.1.5	Sutter County Courthouse Sutter County has court functions in three buildings, two owned by the county and one leased. The two county-owned buildings on Second Street in Yuba City date to 1904 and 1962. A new courthouse project planned for 4.1 acres on Civic Center Blvd. in Yuba City and north of the county jail is under consideration by California Public Works Board. Construction costs for the project have been placed at \$41 million and total cost to be financed, including planning, is currently estimated at \$59.6 million. UPDATE: Project completed January 2016	\$65,834,000	Senate Bill 1407	2016
Regional R11 Short-term	3 3.1.1	Beale Air Force Base Cell Phone Tower Current cell phone service provider, (i.e. AT&T) to Beale Air Force Base has one sixty-foot tower in the main base area. Due to the base topography, many AT&T users in the 509-home military housing area have limited coverage despite using cell phone boosters.			
Regional R12 Short-term	3 3.1.2	Beale Air Force Base Lodging Beale Air Force Base has a shortage of visitor lodging and currently sends visitors to contract quarters in Yuba City and Roseville. The base requires 321 VQ rooms (146 new added to 175 existing). UPDATE: There is a plan to build 16 additional family units in the near future.	\$250,000,000		
Regional R13 Short-term	3 3.2	Develop Strategies for Commercial Development The District, on behalf of the cities of Live Oak, Marysville and Wheatland, completed a commercial development analysis in 2010 and is currently developing the marketing phase of the regional project in collaboration with those cities. The initial launch of the marketing phase is estimated to cost \$50,000; the annual cost thereafter is estimated to be \$25,000.	\$50,000		
Regional R14 Long-term	3 3.1.3	Beale Air Force Base Wastewater Treatment The existing wastewater treatment plant at Beale Air Force Base is circa 1944 and struggles with stricter state compliance and operating and maintenance costs and in meeting effluent standards in ponds for dissolved solids and pH. The base requires 360,000 gallons per day annual daily flow. UPDATE: Beale AFB is working with the Financial Management Center of Excellence as they develop a Business Case Analysis (BCA) which will detail the most prudent option regarding either rehabilitation or demolition of the Wastewater Treatment Plant	\$29,000,000	Federal	2020
Regional R15 Various	7 7.1	Caltrans/Sacramento Area Council of Governments Metropolitan Transportation Plan Major planned and programmed state highway projects within Yuba-Sutter that are sponsored by local government agencies are identified in the following:			
M	7.1.2	A. SR 70, Feather River Blvd: Construct new interchange. UPDATE: Interchange was completed	\$15,000,000	STIP, local	2016
L		B. SR 99, Bogue, Lincoln, Richland and Franklin roads: Intersection improvements.	\$3,800,000	STIP, local	2020
L		C. SR 65, Forty Mile Road: Construct new interchange.	\$2,070,000	STIP, local	2022
L		D. SR 99, Elm Street to Kola Street, Live Oak: Construct additional two lanes with sidewalks and improvements, Phase 1.	\$3,213,000	STIP, local	2022
L		E. SR 99, Kola Street to Nevada Street, Live Oak: Construct additional two lanes with curbs, gutters, and sidewalks, Phase 2.	\$7,956,000	STIP, local	2025
L			\$6,120,000	STIP, local	2026

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
L		F. SR 99 Elm Street to Coleman Road, Live Oak: Construct additional two lanes with curbs, gutters, sidewalks, Phase 3.	\$31,434,000	STIP, local	2036
L		G. SR 99, Bogue Road to SR 20, Yuba City: Widen expressway to six lanes.	\$110,226,000	STIP, local	2035
L		H. SR 65/70, Goldfields Parkway: Construct new interchange.	\$5,661,000	STIP, local	2028
L		I. SR 99, Nevada Street to Riviera Road, Live Oak: Construct additional two lanes with curbs, gutters, and sidewalks, Phase 4.	\$734,000	STIP, local	2036
L		J. SR 99, Coleman Road to Nevada Street, Live Oak: Construct additional two lanes with curbs, gutters, and sidewalks, Phase 5.	\$874,540	STIP, local	2036
L		K. SR 20, Stabler Lane to SR 99, Yuba City: Widen highway to six lanes.	\$2,000,000	STIP, local	2036
L		L. SR 70, Earl Road interchange: Construct improvement to interchange.			
Regional R16 Various	7 7.1	Caltrans/Sacramento Area Council of Governments Metropolitan Transportation Plan Major planned and programmed state highway projects within Yuba-Sutter are identified in the following:			
S	7.1.3	A. SR 20, Marysville Road to east of lower Smartsville Road: Rehab pavement. UPDATE: Rehab completed	\$8,318,000	SHOPP	2016
M		B. SR 20, east of McGanney Lane to Yuba-Nevada county line and to Mooney Flat Road: Shoulder and curve improvements.	\$23,889,000	SHOPP	2018
M		C. SR 70, Simmerly Slough: Bridge replacement.	\$24,014,000	SHOPP	2018
L		D. SR 70, Feather River Parkway: Construct a two-lane expressway route through Marysville adjacent to the Feather River Levee from 3rd Street to north of Binney Junction with connections at both the 5th Street and 10th Street bridges. Phase 1: \$75 million; Phase 2: \$80 million; Phase 3: \$80 million.	\$235,000,000	Various	2036
L		E. SR 20, N. Walton Avenue to Rocca Way, Yuba City: Widen highway to six lanes.	\$2,000,000	STOP, local	2036
L		F. SR 70, McGowan Parkway: Widen interchange overpass and add traffic signals.	\$5,244,000	SHOPP	2035
L		G. SR 20, Parks Bar Road to Hammonton-Smartsville Road: Shoulder, curve, and turn lane improvements.	\$6,500,000	SHOPP	2022
L		H. SR 99, Lomo railroad crossing north of SR 99/Live Oak Blvd. intersection: Right-of-way and construction of railroad crossing.	\$10,000,000	STIP, local	2022
L		I. SR 70, Marysville Union Pacific Railroad underpass: Widen underpass.	\$12,486,000	SHOPP	2022
L		J. SR 70, north of Marysville to Yuba-Butte county line: Construct passing lanes.	\$37,457,000	SHOPP	2022
L		K. SR 20, Loma Rica Road to Kibbe Road: Construct passing lanes.			
L		L. SR 20, Marysville Road to Sicard Street: Shoulder, curve, and turn lane improvements.	\$2,500,000	SHOPP	2025
L		M. SR 99, north of Yuba City to Sutter-Butte county line: Construct passing lanes.	\$5,500,000	SHOPP	2025
L		N. SR 99, north of Yuba City to Sutter-Butte county line: Construct passing lanes.	\$20,000,000	SHOPP	2025
L		O. SR 20/99, Yuba City: Construct a full interchange, right-of-way acquisition.	\$25,000,000	STIP, local	2026
L			\$60,000,000	STIP, local	2035
Regional R17 Short-term	3 3.1.4	Beale Air Force Base Electricity Beale Air Force Base experiences increased power outages caused by overloads, increased sustainment costs for power restoration and more reliance on generator power that could result in potential notices of air violation. The base must establish redundant/survivable 60KV power, meet the growing need for power, sustain 25MW peak, support uninterrupted cyberspace missions, and recapitalize electrical infrastructure. Beale AFB Civil Engineers have programmed resource requirements for \$28.1 million to incrementally upgrade the electrical infrastructure over fiscal years (October 1-September 30) 2015 through 2020	\$28,100,000	Federal	2015- 2020
Regional R18 Short-Term	3 3.1.5	Beale Air Force Base Dams There are a total of 22 dams on Beale AFB, 14 of which are FEMA reportable. During the early part of 2017, Beale -- along with much of Northern California -- experienced a significant amount of rainfall which caused two dams to be	\$8,000,000	Federal	2017

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
		weakened and potentially compromised due to erosion. The erosion is accelerated as the rain continues. UPDATE: The Upper Blackwelder and Miller Dams are currently being repaired in order to ensure that there is no loss of life and/or property.			
Sutter Co. S1 Mid-term	2 2.1	South Yuba City State Route 99 Employment Corridor Infrastructure Plan Create a plan to provide water, wastewater, and drainage service to the designated economic corridor along State Route 99 south of Yuba City.	\$250,000		
Sutter Co. S2 Mid-term	2 2.1	Northeast Employment Corridor Infrastructure Feasibility Study This study would investigate alternatives for water, wastewater, and drainage service to the designated economic corridor along Highway 99 at the Lomo Crossing of the Union Pacific Railroad tracks. Additionally, access/egress possibilities to the area via Highway 99 and a vehicle crossover of the railroad at Lomo would be assessed in a traffic plan.	\$300,000		
Sutter Co. S3 Mid-term	3 3.4	Establish a Marketing Committee to Promote Sutter County Agriculture Work with cities and other appropriate agencies and interests to establish a marketing committee to promote Sutter County agriculture through the following and other means: agricultural industry promotional activities, including farmers markets; agritourism marketing; marketing of locally grown food; and promotion of events that expose residents of urban places to agricultural activities and issues.	Not determined		
Sutter Co. S4 Mid-term	3 3.3	Recreational Bikeways Bikeways support travel to and leisure activities at rural points of interest (Wildlife refuges, Sutter Buttes, parks, rivers). Sutter County Pedestrian and Bike Master Plan 2012 lists tiered and prioritized projects and includes a total estimated cost.	\$9,500,000		
Sutter Co. S5 Mid-term	7 7.2	Rural Farm-to-Market Road Network, Improvement, Maintenance and Preservation Insufficient Highway Users Tax Account (HUTA) gas tax revenues are significantly impacting County's ability to maintain farm-to-market road network. State legislation is contemplated to help cover the shortfall. Projects include safety, maintenance and complete streets.	\$12,000,000		
Sutter Co. S6 Short-term	2 2.1	Feasibility Study of Establishing a Regional Wastewater Plant Conduct a study to determine the feasibility of establishing a regional wastewater plant. In particular, examine the feasibility of extending wastewater service to the community of Sutter as the first consolidation of wastewater systems.	\$300,000		
Sutter Co. S7 Short-term	2 2.1	Basin Drainage Study Study multiple existing drainage systems and incorporate the effects of drainage in unregulated areas of the Yuba City Basin (east of the Sutter Bypass, west of the Feather River). Recommend improvements to insure 100-year to 200-year flood protection and funding mechanisms. UPDATE: The Basin Drainage Study is scheduled to be completed in August 2017 and will provide the City of Yuba City and Sutter County with short term Capital Improvements to improve the local drainage systems. Additionally, the study will provide guidance parameters for future development based on the drainage system capabilities.	\$300,000	County, Gilsizer District	
Sutter Co. S8 Short-term	2 2.1	County Airport Water Line Extension Extend water services from Yuba City to service all points of the County Airport and the Sheriff's facilities on 2nd Street.	\$400,000		

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
Sutter Co. S9 Short-term	2 2.1	County Wastewater Extension Extend wastewater service from Yuba City to the airport and Sheriff's facilities on 2 nd Street.	\$450,000		
Sutter Co. S10 Short-term	2 2.1	Sutter North Roadway Facilities Project This public works project would improve traffic safety and circulation by improving the signal at the intersection of State Highway 20 and Acacia Road and widening Acacia Road to four lanes from Highway 20 north through the community of Sutter.	\$8,500,000		
Sutter Co. S11 Short-term	5 5.5	Main Jail Expansion Expand the existing high-security facility by 42 beds and renovate the existing medical, storage, and food preparation areas. Project includes seismic upgrade and fire sprinkler installation in existing structures. Financed through California AB 900 Phase II Bond Program which authorizes bond funding for California Department of Corrections and Rehabilitation prison projects, reentry facilities, and local jail beds to ease the overcrowding in California's prisons and local jails. UPDATE: Sutter County has completed the design phase and expects to begin construction June 2017. It will add 14 medium security female beds, 28 maximum security male beds as it creates 5,300 sq. ft. of housing and program space and renovates 6,900 sq. ft. of jail and kitchen space.	\$11,000,000	AB900	
Sutter Co. S12 Short-term	2 2.1	Energy Savings and Generation Project An energy efficiency and generation project to install, monitor, and service energy saving and generating projects for County facilities. Project is funded by a bank loan. UPDATE: Solar Arrays installation has been installed in 9 locations, Health & Human Services, Elections Building, Veterans Memorial Community Building, County Library, Probation Dept., Agricultural Building, General Services Building, Welfare Office, and Fire Station # 6. Ground General Array is under construction and Mental Health building is pending.	\$10,500,000	County	
Sutter Co. S13 Short-term	5 5.4	Sutter County Transitional Homeless Shelter This transitional shelter will house up to 60 homeless persons. The facility would include dormitory sleeping areas, a kitchen area, and a laundry area. Once developed, the County expects the program would assist persons with securing permanent housing, and obtaining employment. UPDATE: The County is currently studying the use of County property adjacent to the Sutter County Airport.			
Yuba Co. Y1 Long-term	3 3.2	Highway 65 Regional Wastewater Treatment Plant This public works project would provide a new wastewater treatment facility located in the Highway 65 corridor near the Sports and Entertainment Zone area capable of supplementing and/or replacing the existing wastewater treatment plant.	\$80,000,000		
Yuba Co. Y2 Long-term	3 3.2	Yuba River Parkway This public works project would construct a four-lane arterial around the easterly side of Marysville through the East Linda Specific Plan from Highway 65 at McGowan Parkway to Highway 20 at Plantz Road.	\$150,000,000		
Yuba Co. Y3 Mid-term	3 3.2	Highway 70/Plumas-Arboga Interchange – Phase 2 This public works project would link Phase 1 of the Highway 70/Plumas-Arboga Interchange to the eastern Phase 2 component of the interchange to include a Union Pacific Railroad overpass.	\$14,000,000		

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. Y4 Mid-term	3 3.2 3.2.2	Highway 70/Feather River Boulevard This public works project would provide public interchange access to the Plumas Lake Specific Plan area. UPDATE: Project is completed	\$18,000,000	State	
Yuba Co. Y5 Mid-term	3 3.2	Erle Road Interchange This public works project would upgrade and expand an existing interchange facility at Erle Road and Highway 70 to provide greater capacity.	\$15,000,000		
Yuba Co. Y6 Mid-term	3 3.2	East Linda Detention Basin This public works project would expand an existing detention pond to serve East Linda and is referred to within the South Yuba County Drainage Plan.	\$4,000,000		
Yuba Co. Y7 Short-term	3 3.2	Yuba South Basin Levee Protection This project includes four phases to improve 29 miles of levees along the Yuba River, Feather River, Bear River and Western Pacific Interceptor Canal with the goal of achieving 200-year flood protection for South Yuba County. The first construction work was initiated in September 2004. Phase 1, 2, 3 and a portion of Phase 4 have been completed and certified to meet FEMA requirements. Funding for the improvements are from State Proposition 13 and Proposition 1E, local development fees and landowners, local development fees, Reclamation District 784, Yuba County and the Yuba County Water Agency.	\$400,000,000	State and local funds	2020
Yuba Co. Y8 Short-term	3 3.2	North Beale Road Revitalization Improvements This public works project consists of implementing the road improvements recommended by the East Linda Revitalization Plan which consists of sidewalks, landscaped medians, street lighting, and parking that would improve the safety of the road for motorists, bicyclists and pedestrians as well as improve the appearance of the road corridor to help attract new and retain existing businesses. This project is 10 percent complete.	\$10,000,000	Federal and state transportation funds	2020
Yuba Co. Y9 Mid-Term	6 6.1	Bikeways and Pedestrian Trails Bikeways and pedestrian trails provide an alternative mode of transportation as well as an outdoor activity that has the added benefit of connecting people with other points of interest. In January 2013, Yuba County adopted an update to the Yuba County Bikeway Master Plan, which lists and prioritizes projects and their estimated costs.	\$6,500,000		2020
Yuba Co. Y10	5 5.4	14Forward Homeless Project Yuba County partnered with several nonprofit agencies and the private sector to develop 14FORWARD, a temporary shelter and resource center for the homeless. The site includes 20 2-person structures, an onsite manager, dog facility, and provides services and resources to move the homeless toward permanent employment and housing.			
Yuba Co. YA1 Mid-term	3 3.2	Relocate Airport Drainage Ditch This would relocate a major drainage ditch that currently cuts through industrial properties, limiting their use. The project proposes to realign the ditch along a new access road allowing a clear security separation for the airport and industrial areas and provides the ability to market additional industrial properties for new capital investment and new employment opportunities.	\$2,500,000		
Yuba Co. YA2 Mid-term	3 3.2	Yuba County Airport Terminal Building This public works project would construct a new 12,000-square-foot Yuba County Airport terminal building. This building would include a parking lot, sewage system, street improvements and landscaping.	\$1,500,000		

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. YA3 Mid-term	3 3.2	On-Site and Off-Site Improvements to Industrial Park No. 2 This project would connect the road that ends at Skyway Drive to a 30-acre industrial park and provide an access road, curbs, gutters, and drainage facilities necessary to serve Industrial Park No. 2.	\$1,500,000		
Yuba Co. YA4 Mid-term	3 3.2 3.2.2	Site Improvements to Industrial Park Site No. 2 This public works project would provide street improvements, sewer system improvements, and water system improvements in order to provide access to 14 aviation-related corporate hangar lots, 10 acres of industrial property, and provide emergency access to the airport's crosswind runway. The project area has wetlands issues to address.	\$850,000		
Yuba Co. YA5 Short-term	3 3.2	Site Improvements to Industrial Park Sites No. 3 and 4 This public works project would improve the streets, drainage, and sewer facilities. Eleventh Avenue would be extended from Arboga Road into the airport and Aviation Way would connect Arboga Road to Eleventh Avenue and Sky Harbor Drive, providing access to 30 acres of industrial property.	\$750,000	Federal and local funds	2020
Yuba Co. YA6 Short-term	3 3.2	Yuba County Airport Taxiway Yuba County Airport would construct a taxiway serving the commercial buildings along Skyway Drive, west of the existing runway. The taxiway would be 25 feet wide and extend 3,700 feet in length. Other improvements would include installation of storm drains and crossings over existing storm drains. UPDATE: EDA Grant pending, Biological Assessment Completed, Yuba County CEQA exemption filed. SHPO documents filed and concurrence received. Yuba County Airport Layout Plan approval, EDA NEPA and Document of "No Effect", and FAA Cat Ex are all pending.	\$1,900,000	Federal, local	2016
Yuba Co. RD1 Long-term	3 3.2	West Linda Detention Basin and Pumping Station This public works project will modify the existing low-lying area into a detention basin and create a pumping station to handle drainage within the West Linda area and create a multi-use recreational field/park that benefits existing low-income residents and businesses.	\$4,500,000		
Yuba Co. RD2 Long-term	3 3.2	RD784 Facility Relocation and Command Center This public works project would relocate Reclamation District 784 offices and headquarters above the level of potential levee breach to Anderson Road and the new setback levee. The new site would create a command center and radio tower to serve a drainage and emergency services communication network for police, fire and emergency medical services in the south Yuba and Sutter counties area.	\$3,000,000		
Yuba Co. RD3 Long-term	3 3.2	Plumas Lake Pond Improvements This public works project would obtain right of ways and channel improvements to convey 100-year storm runoff flows for central Plumas Lake adjacent to the Plumas Lake Golf Course.	\$2,750,000		
Yuba Co. RD4 Long-term	3 3.2	Pump Station No. 9 Upgrades This public works project would provide redundant pumping, backup generation and SCADA electronic system to existing Pump No. 9 as required by FEMA for operation during storm events and would protect West Linda and the Lindhurst Avenue commercial area.	\$1,800,000		
Yuba Co. RD5 Long-term	3 3.2	Pump Station No. 10 Upgrades This public works project would upgrade Pump Station No. 10; provide backup power and redundant pump for the facility serving the central Plumas Lake Specific Plan area.	\$1,500,000		

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. RD6 Long-term	3 3.2	Pump Station No. 7 Upgrades This public works project would provide upgrades to Pump Station No. 7 with SCADA electronic system and redundant pumping to serve Wal-Mart, Feather River Center and the commercial area in Linda.	\$1,200,000		
Yuba Co. RD7 Long-term	3 3.2	Upper Lateral 13 Improvements This public works project would provide drainage improvements for the northern portion of the Plumas Lake Specific Plan area between Ella Road and Plumas Lake Golf Course and consists of channel improvements and culvert crossing replacements and improvements.	\$1,050,000		
Yuba Co. RD8 Mid-term	3 3.2	East Linda Drainage This public works project would construct a detention pond at Edgewater and replace the Avondale pump station at Rupert. The project improves drainage west of Hammonton-Smartsville Road through west Linda by mitigating upstream peak flows. The system would also address flooding issues along the Lindhurst Avenue commercial corridor.	\$4,500,000		
Yuba Co. RD9 Mid-term	3 3.2	Lateral 15 Improvements This public works project would improve the main Reclamation District 784 lateral that provides drainage for the North Arboga Study Area and Plumas Lake area, and will widen and deepen existing channels to meet future drainage capacity.	\$2,800,000		
Yuba Co. RD10 Mid-term	3 3.2	Upper Lateral 15 Bingham Canal Improvements This public works project would replace culvert crossings under county roads that are substandard to improve drainage in the West Linda area and would eliminate need for the Health and Human Services building detention basin.	\$1,700,000		
Yuba Co. RD11 Short-term	3 3.2	Regional Drainage Facility This public works project will provide regional drainage and pumping for the North Arboga Study Area, Plumas Lake Specific Plan Area and Pump Station No. 10. Pump Station 10 is under construction and will provide supervisory control and data acquisition (SCADA) electronic controls. Two additional basins are in planning and other phases await funding.	\$6,000,000	Local funds	2017
Yuba Co. OPUD1 Mid-term	3 3.2	Replace Aging/Failing Water Infrastructure OPUD currently has a great deal of steel water main in Olivehurst. The aging steel main fails regularly due to corrosion.	\$2,400,000		
Yuba Co. OPUD2 Mid-term	3 3.2	Purple-Pipe Transmission Line in the Rancho Road area OPUD has a fully-compliant waste water treatment facility; discharge water could be used as reclaimed water for irrigation. The reclaimed water could be used for irrigation in the Rancho Road business area or the Magnolia Ranch development area. OPUD would seek grant funding to fund a purple-pipe transmission line to either or both of these two areas. OPUD could provide reclaimed water at a lower price than potable water and would save capacity for potable by not using potable for irrigation. All users of the reclaimed water would realize a savings: parks, landscape strips and schools and, if extended, residences.	\$2,000,000		
Yuba Co. OPUD3 Mid-term	3 3.2	Well No. 1 and 4 Water Treatment Plant Sludge Handling Upgrade The Nos. 1 and 4 wells water treatment plant currently discharges its iron and manganese that is removed from the potable water into the sanitary sewer system. Due to limits imposed by the state for the discharge from the wastewater treatment plant for iron and manganese OPUD cannot continue to discharge the iron and manganese into the sewer at the current rates and must cease altogether. OPUD would have limited use of a water treatment	\$1,000,000		

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
		plant that could potentially serve many new industrial customers in the Melody and Furneaux areas. OPUD will need to lease a small portion of land from the county adjacent to the plant to the west and build a backwash tank to properly collect and dispose of the iron and manganese sludge.			
Yuba Co. OPUD4 Mid-term	3 3.2	Mary/George/Harvey Sewer and Water Improvements, Olivehurst A public works project that would help in an area with limited water service and no sewer service. This area has chronic problems with septic tank failures and private well contamination.	\$950,000		
Yuba Co. OPUD5 Short-term	3 3.2	Rancho Road/Highway 65 Commercial and Industrial Area This public works project is necessary to provide a sewer and water line to properties in and around the Rancho Road/Highway 65 industrial properties to support current and future industrial park development plans.	\$15,000,000	Federal, state and local funds	2020
Yuba Co. LCWD1 Mid-term	3 3.2	Linda Avenue/Griffith Water Treatment This Linda County Water District project would construct Well No. 17 and a water treatment facility at Linda Avenue at Griffith, to serve the East Linda Specific Plan area.	\$5,000,000		
Yuba Co. PVT1 Mid Term	3 3.2	Forest Biomass Business Center Development – Camptonville This biomass energy facility would be a part of a new 20-acre business Campus located at the site of a former sawmill in Celestial Valley. UPDATE: Feasibility study, Technology due diligence, con-products consideration, utility interconnection Study, Condition Use Permit, CEQ Compliance, project developer selection and site assessment have been completed.	76,445 144,887 23,817 45,000 4,900,870	Sierra Nevada Conservan cy USDA National Forest foundatio n YCWA CA STATE	
Live Oak LO1 Long-term	2 2.3	Grade-Separated Rail and Highway Overpass The City of Live Oak General Plan Project Area and existing city limits are divided by State Route 99 and the Union Pacific Railroad line running parallel within close proximity of one another. Currently all crossings are at grade, causing all east/west routes to close nearly at the same time when trains pass through the community. A grade-separated crossing is critical for future circulation and public safety.	Unknown	Unknown	Unknown
Live Oak LO2 Long-term	3 3.2	Infrastructure Improvements to Areas for Job Creation City of Live Oak has annexed 370 acres adjacent to State Route 99 both north and south of the former city limits and within the 2030 General Plan project area. The property is zoned for business uses; in order to locate new businesses in this area, both water and sewer improvements are necessary. It is anticipated that each area will require a new public well, sewer lift station and appropriately-sized force mains. In addition, the city is seeking to evaluate the feasibility of rezoning property currently zoned for housing that may be better utilized for near-term employment uses because of the close proximity to the city's wastewater treatment plant, existing water service or other key infrastructure.	Unknown	CDBG, EDA	Unknown
Live Oak LO3 Long-term	6 6.1	New Fire Station/Sheriff's Substation East of State Route 99 State Route 99 and the Union Pacific Railroad create a north/south barrier through the entire City of Live Oak Sphere of Influence. Live Oak's current public safety facilities are located on the west side of both the highway and railroad. As Live Oak grows it is important to maintain public safety facilities on the east side of the highway and railroad to ensure adequate response times.	\$3,200,000	Unknown	Unknown

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
Live Oak LO4 Long-term	6 6.1	New Live Oak Community Center To meet recreational and program demands of a growing city, Live Oak needs to build a new, expanded community center and gymnasium. Estimated at 25,000 square feet, constructed in two phases, the facility will be used to meet both social service and recreational needs for Live Oak's growing population. The City is currently seeking funding for a Phase 1 gymnasium.	\$15,000,000	CDBG, local funds	Unknown
Live Oak LO5 Long-term	9 9.1	Develop a Strategy to Maximize Commercial Opportunities Associated with Live Oak's Proximity to the Sutter Buttes and the Feather River With a boat launch facility on the Feather River less than two miles east of downtown, and the Sutter Buttes approximately seven miles west, Live Oak is positioned to benefit from the attraction of these important natural resources and must develop a plan to maximize this opportunity.	\$35,000	CDBG	Unknown
Live Oak LO6 Mid-term	2 2.3 2.3.1	Historic Downtown Infrastructure Improvement Live Oak's historic downtown core is defined as the area bordered by State Route 99 on the east, N Street on the west, Elm Street on the south and Pennington Road on the north. The area poses significant challenges related to infrastructure improvements necessary to support a mixed-use retail environment. A complete assessment was completed and adopted by the City in 2013. Improvements include street, curb, gutter, sidewalk, drainage, park and City water and sewer utilities improvements. This project also incorporates Phase 2 improvements of the Live Oak Community Trail Project.	\$5,200,800	SACOG, CDBG	2018
Live Oak LO7 Mid-term	6 6.1	Complete Live Oak Community Trail Project This one-mile rail conversion project establishes a dedicated bicycle and pedestrian trail through the center of Live Oak on former railroad right-of-way. The project has four phases, with the first phase completed in 2010 and the third phase completed in 2015. Phase 4 will be completed during 2018. The city is seeking funding for phase 2.	\$2,200,000	ATP, SACOG, LWC, local funds	2018
Live Oak LO8 Short-term	3 3.2	Live Oak Base-Level Jobs Initiative Develop a strategy to identify and support location and/or expansion in Live Oak of companies that sell products and/or services outside of the trade area and bring new dollars into the local economy.	\$35,000	CDBG	Unknown
Live Oak LO9 Short-term	9 9.1	"Sunny's Market" Reuse Plan The site of the former Sunny's Market in the historic downtown core includes a 7,466-square-foot commercial property that has been vacant for more than five years. Active use of the site is critical for the health of the historic downtown core.	\$35,000	CDBG	Unknown
Live Oak LO10 Short-term	9 9.1	Diamond Walnut Facility Reuse Plan Diamond Walnut's Live Oak plant, built in the 1920s is no longer in operation, leaving a vacant 80-year-old building and adjacent property in the area that is emerging in the new General Plan as an expanded downtown core. Creating a viable reuse plan for this property is critical for Live Oak's success in expanding the downtown core.	\$75,000	CDBG	Unknown
Live Oak LO11 Short-term	2 2.3	Pennington Road Rehabilitation Pennington Road is the main east/west arterial for the City of Live Oak, intersected by State Route 99. Sacramento Area Council of Governments (SACOG) has committed \$915,000 for partial reconstruction of the road from Broadway to Connecticut Avenue during 2012 and 2013. Reconstruction to the east of State Route 99 is also necessary. UPDATE:	\$1,094,776	SACOG, CDBG	2015/ 2016

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
		Construction is expected in 2018. Reconstruction to the east of State Route 99 is also necessary and will be completed in 2017.			
Live Oak LO12 Short-term	2 2.3	Water Service and Supply Improvements for Live Oak East of State Route 99 Current water service is limited by undersized main lines crossing the highway and the closure of Live Oak Well #5 due to nitrate contamination. A combination of improved water mains and a new or reconditioned well with arsenic treatment and storage is necessary to allow for both growth and public safety needs. UPDATE: In 2018 the city will complete construction of a 12-inch water main in Pennington Road from Connecticut Avenue east to Orchard Avenue with associated road improvements. In addition, the City will construct a new 2,000-gpm well site with arsenic filtration, storage, booster pump and connection to the distribution system. The well site will be located on Larkin Road in the northeast quadrant of the city. Phase 1 of the project will be completed in 2017 and includes the 1,000-gpm well with arsenic filtration and connection to the distribution system. The city is seeking funding for Phase 2	\$6,500,000	CDBG, Prop 84, local funds	2015/ 2016
Live Oak LO13 Short-term	2 2.3 2.3.1.a	Soccer Park/Drainage Basin Improvements Live Oak has completed construction of Phase 1 of a joint-use storm drainage detention basin and soccer park. The basin is critical for reducing storm drain flows downstream of the existing city and is a key feature in the city's Master Drainage Study. The soccer park will be an important recreational asset and is funded with a Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006) grant. In 2018 the City will make additional improvements including paving the parking area and adding a maintenance facility. The City is seeking funding for construction of Phase 2 improvements including one or more additional soccer fields in the complex.	\$52,000,000	Prop 84 Grant 1,800,000 2,000,000 in kind funding – Sutter Butte Flood Control Agency, 700,000 – City of Live Oak	2015
Live Oak LO14 Short-term	2 2.3	Wastewater Treatment Plant Solar Live Oak's new wastewater treatment plant was designed with the possibility of connection to a solar array to power the plant. UPDATE: Live Oak completed a feasibility analysis and is now seeking funding for installation of the improvements.	\$2,200,000	WRCB	2015
Live Oak LO15 Short-term	3 3.2	Leo Chesney Center Reuse Due to realignment policies adopted by the State Legislature, this private, minimum security correctional facility in Live Oak was closed in September 2011. The City has secured CDBG funding for the reuse plan which was completed in 2015. In collaboration with the property owner, the City is actively looking to attract alternative uses to the site.	Unknown	Unknown	Unknown
Live Oak LO16 Short-term	6 6.1 6.1.1 2 2.3 2.3.1	Live Oak Skate and Bike Park Live Oak has completed design for a ¼-acre skate and bicycle park to be located in Live Oak's downtown Memorial Park and has secured CDBG funding for the project. UPDATE: Project is under construction and will be completed in 2017	\$785,000	CDBG	2016
Live Oak LO17 Short-term	6 6.1	Bicycle and Pedestrian Infrastructure Master Plan Live Oak has received funding from SACOG for development of a bicycle and pedestrian facilities master plan. Completion of the plan in 2016 will define projects and initial cost estimates.	\$60,000	SACOG	2016

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
Live Oak LO18 Short-term	6 6.1	Housing Rehabilitation and First-Time Homebuyer Programs Live Oak currently utilizes Program Income from past loan recipients to fund new loan applications in addition to applying for new grant funding. The city seeks funding continuously for local housing assistance programs.	\$700,000	CDBG, HOME	Ongoing
Marysville M1 Mid-term	2 2.3	Reroute Union Pacific Railroad Tracks around Marysville on the West Union Pacific Railroad track beds crisscross the community, effectively dividing neighborhoods and impeding the Lake District's potential of being prime development areas for upscale commercial and residential construction. The current track running out of Sutter County, turning south along B Street would be rerouted to the westerly city limits before turning south along a new double track bed along the Feather River levee and rejoining the existing track bed south of the city limits at approximately Erle Road in Linda.	\$60,000,000		2025
Marysville M2 Mid-term	2 2.3	Flood Protection of the City A public works project to repair and upgrade the ring levee to be certified as providing a 300-year level of flood protection.	\$70,000,000		2020
Marysville M3 Mid-term	2 2.3	Reroute State Routes 70/20 North to 14th Street Currently, State routes 70 and 20 follow an alignment on 9th Street along the south shore of Ellis Lake, before turning north at B Street. By redirecting these state highways north by five blocks to 14th Street, the highway congestion is eliminated along 9 th Street, allowing a safer, more pedestrian-friendly walkable interconnection between the Lake District and the adjoining historic Downtown District to the south.	\$15,000,000		2020
Marysville M4 Mid-term	2 2.3	Construct Pedestrian/Bicycle Tunnel at 14th Street and State Route 70 The presence of a rail line in the immediate proximity of a school creates hazardous conditions for mobility of pedestrians and bicyclists, both key to the economic revitalization of the community. Until the Union Pacific track bed can be relocated, providing a permanent solution (project M5), this public works project will remove a major impediment.	\$1,000,000		2020
Marysville M5 Mid-term	2 2.3	Design/install traffic-calming improvements on 9th Street With the rerouting of State routes 70 and 20 north to 14th Street, 9th Street between B and E streets reverts to a city street, separating the Lake District from the historic Downtown District. The purpose of this project is to incorporate traffic-calming features or outright abandon the street in favor of a pedestrian mall along the south shore of Ellis Lake, to improve walkability between those two economic districts.	\$950,000		2020
Marysville M6 Mid-term	6 6.1	Ellis Lake Restoration A public works project to restore the 37-acre Ellis Lake area (between 9th and 16 th streets and from B to D streets). This park and open space is a regional landmark attracting visitors throughout the Yuba-Sutter area and the north state region. The lake was developed in the 1930s by the Work Progress Administration (later renamed Work Projects Administration). The intended scope of work would include a, master plan for facility improvements around the lake, including parking, lighting, landscaping, and irrigation, together with water quality improvements for the lake itself. UPDATE: Marysville will shortly undertake a Technical Memorandum to analyze potential alternatives to address dissolved oxygen levels in Ellis Lake to improve water quality and reduce the prevalence of algae, and then to implement an initial selected project, not to exceed \$144,000, as part of a	\$1,000,000	City	2018

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
		Supplemental Environmental Project as agreed to with the Central Valley Regional Water Quality Control Board.			
Marysville M7 Mid-term	2 2.3	<p>Rebuild 5th Street to Complete Streets Standards from State Route 70 to J Street.</p> <p>This is one part of a multi-street local traffic circulation plan designed to accommodate heightened commuter traffic flows over the new four-lane 5th Street bridge connecting Marysville and Yuba City, with improved access to the newly expanded Rideout Regional Health Center Campus, and serving planned future business growth within the Medical Arts District. Working in conjunction with project M8 below and modifications to 3rd Street, this project will include engineering and construction to fulfill Complete Streets standards for safe pedestrian and bicycle use along this major surface artery.</p> <p>UPDATE: Marysville has been awarded \$700,000 in funding under the State Active Transportation Program in part, to undertake phase 1 of design/engineering for 5th Street. RFP for engineering service is currently being developed for immediate circulation.</p>	3,250,000	State Active Transport ation	2019
Marysville M8 Mid-term	2 2.3	<p>Extend 2nd Street from State Route 70 to J Street</p> <p>A public works project to improve circulation around the newly-expanded Rideout Regional Health Center and commuter through-traffic between Marysville and Yuba City across the 5th Street Bridge. The project will include land acquisition, engineering and construction.</p> <p>UPDATE: Marysville has been awarded \$700,000 in funding under the State Active Transportation Program in part, to undertake a project study report for 2nd Street. RFP for engineering services is currently being developed for immediate circulation.</p>	\$2,500,000	State Active Transport ation	2019
Marysville M9 Mid-term	6 6.1	<p>Decommission Wastewater Treatment Plant and Appurtenances</p> <p>This is a public works project to fully decommission the existing municipal wastewater treatment plant and ponds beginning in 2015 per the city's agreement with Central Valley Regional Water Quality Control Board. To satisfy a cease-and-desist order, the city has entered into agreement with the Linda County Water District to transfer its wastewater stream to the new regional plant in Linda effective late 2017.</p>	\$2,000,000		2018
Marysville M10 Short-term	3 3.2	<p>General Plan Update</p> <p>Update the General Plan to reflect current conditions and anticipated changes within the City and to include planning for growth within the City's sphere of influence.</p>	\$550,000		2019
Marysville M11 Short-term	6 6.1	<p>Regional Bicycle and Pedestrian "Bike Hub"</p> <p>The City is preparing a Bike and Pedestrian Master Plan within the city limits to connect to the broader regional bike and pedestrian trail that extends throughout Yuba County and across the Feather River into Yuba City. The purpose for the Bike Hub is to serve as a convenient portal and gateway to the regional trail system, offering a central facility for competitive bike rallies and individuals to access the regional system, and provide bicycle and pedestrian-related retail services available under one roof, including bike rental and repair shops, outdoor gear and apparel, juice bar, community meeting center and visitor center.</p> <p>UPDATE: Marysville has received \$46,500 in CDBG project funding to prepare a feasibility plan for a possible multi-use Bike Hub/Community Center. Following competitive procurement, a firm has been selected to prepare the plan.</p>	\$2,500,000	CDBG	2018

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
Marysville M12 Short-term	3 3.3	East Lake Restoration A public works project to improve the nine-acre lake areas between 14th and 16 th streets and from Yuba Street to the Union Pacific Railroad track bed. The lake and surrounding open space areas have been neglected for years. Improvements would include bank stabilization, culvert work, new pathways, ADA-accessible features, lighting, landscaping, and irrigation.	\$1,000,000		2020
Marysville M13 Short-term	2 2.3	Incorporate Streetscape Improvements on State Route 70 from 1st Street to 6th Street A highway streetscape project conducted in conjunction with Caltrans resurfacing of the first six blocks of State Route 70 from the southern city limits. The principal objectives are to improve the visual appearance of the entry into Marysville, and to improve connectivity and walkability between the medical arts and the historic downtown districts. UPDATE: Marysville has adopted a First Year Action Plan to implement its Bounce Back Vision Plan, including a priority on distinctive signage, wayfinding signage and season street banners on SR 70 and other major streets.	\$2,000,000		2018
Marysville M14 Short-term	3 3.3	Rehabilitate the River District for recreation and eco-tourism A public works project to rehabilitate the waterfront setback areas along the Feather and Yuba rivers from the levees to the streambeds of both rivers. The area includes Riverfront Park and boat launch ramp, restrooms, soccer fields, vehicle parking, bicycle and pedestrian/jogging pathways, decommissioned sewer ponds.	\$1,000,000		2018
Marysville M15 Short-term	6 6.1	Acquire and Refurbish State Theater This 1920s-era movie palace has sat vacant for many years. The city would acquire the building for a community foundation and restore it as a community theater for both live and film presentations. The main auditorium seats about 500, has a full proscenium stage, flyspace above and dressing rooms in the basement. The project would involve period-correct restoration of interior and exterior walls, ceilings, lighting fixtures and marquee, arts and entertainment services, replacement of all seating and floor coverings, and updating to current codes.	\$2,000,000		2018
Marysville M16 Short-term	2 2.3	Accelerate Street Resurfacing and Improvements in the Five Major Economic Development Districts to Support Business Investment A public works project to restore and repair neglected city streets in the five principal economic development districts, involving approximately 80 blocks of Marysville city streets. UPDATE: Marysville has been awarded \$50,000 SACOG grant to conduct an updated Pavement Management Study as a precursor to preparing a local street improvement bond financing package of up to \$4 million to leverage outside funding sources, including to serve as local match for federal grants	\$5,600,000		2019
Marysville M17 Short-term	2 2.3	Refurbish and Update City Hall Refurbish the 1939 City Hall building by replacing all windows with high efficiency glazing, upgrading wiring and replacing floor covering throughout, updating HVAC control systems, updating technology capabilities in City Council chamber and replacing auditorium seating with modern comfortable seating. UPDATE: Marysville approved an energy services contract for development and installation of solar photovoltaic systems at City Hall. Project completion estimated at the end of 2017.	\$350,000		2018

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Wheatland W1 Mid-term	6 6.1	Wastewater Treatment Plant Design, environmental and planning efforts are currently underway for a plant with capacity to serve a future community of 35,000 residents; however, a short-term need may arise to provide some redundancy improvements to the existing plant before a new plant is built. UPDATE: Wheatland and Yuba County have met several times over the past year and are in the process of developing a JPA for South Yuba County transportation, specifically to explore and develop funding opportunities for the next steps in this project.	\$50,000,000	Development impact fees, unknown	Unknown
Wheatland W2 Mid-term	3 3.2	Wheatland Expressway Develop alignment alternatives, design and construct the Wheatland Expressway that connects to the Lincoln Bypass which was completed in 2012. The General Plan, adopted in 2006, provides for the expressway to be developed to the east of the existing city limits. No specific alignment has yet been determined but it will likely connect to the Lincoln Bypass south of Wheatland and then reconnect to the existing Highway 65 somewhere north of Wheatland (likely somewhere between South Beale Road and Ostrom Road). Once it is developed, ownership of the expressway would probably be transferred to Caltrans and the city would obtain ownership of the old Highway 65.	\$150,000,000	Development impact fees, unknown revenue sources to be developed	Unknown
Wheatland W3 Mid-term	6 6.1	Beale Wastewater Treatment Plant This project is currently in the conceptual stage as the City prepares to submit a proposal to Beale Air Force Base pursuant to a recent request for proposal issued by the Air Force. Through City operation, the existing Air Force-operated plant could transition to a plant serving much of southern Yuba County as a regional facility serving not only Wheatland, but much of the currently unserved unincorporated county that is slated for industrial and employment development (See Yuba County goal 2). UPDATE: Is still under consideration.	\$10,000,000	Development impact fees, treatment plant use fees	Unknown
Wheatland W4 Mid-term	6 6.1	Levee Improvement Projects The City is currently in the process of coordinating with local reclamation districts to protect developable lands within the City's Sphere of Influence. As a part of this effort, the City is seeking completion of a reconnaissance study for improvements to the Dry Creek levee. UPDATE: The city of Wheatland recently partnered with RD2103 to submit a Small Communities Grant for a Flood risk reduction feasibility study and was awarded the grant in March. The total funding amount to be awarded for each project will be determined upon DWR's approval of contract agreement scope of work.	\$1,000,000	DWR	Unknown
Wheatland W5 Mid-term	6 6.1	Sunset Valley Duplexes The Sunset Valley Duplexes consists of 88 apartments made affordable to lower income families. Mercy Housing, Inc., a national nonprofit affordable housing provider, is now leading an effort to recapitalize the property through various competitive state and federal affordable housing funding sources. The plan proposes to address physical deficiencies of the property comprehensively. Goals include new water and sewer infrastructure, new landscaping, new energy efficient building systems, and complete flood risk/insurance mitigation. If funding sources are identified, total street reconstruction is also planned at \$200,000 and included in the above estimate. In partnership with residents, community groups, City of	\$16,000,000	State, Low Income Tax Credit, Federal Home Loan Bank Grant, Mercy Housing	December 2015

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
		Wheatland, Yuba County, and state and federal partners, Mercy Housing is confident a successful plan can be implemented. UPDATE: Project completed December, 2015.			
Wheatland W6 Mid-term	6 6.1	Solar Energy Projects The City of Wheatland plans to construct multiple solar energy shade structures at various city-owned facilities. Structure locations include City Hall, Police Department, and municipal wastewater treatment plant. Plans to partner with Pacific Gas and Electric will help offset project costs as well as provide for long term utility cost savings.	\$300,000	Unknown	Unknown
Wheatland W7 Short-term	6 6.1	Improve Walkability from Existing Neighborhoods to Elementary, Middle and High Schools Consistent with the City's vision is the constant improvement in the quality of life for its citizens. The existing sidewalks, curbs and gutters are inconsistent affecting both the community image as well as the public safety of citizens walking to and from schools and commercial areas; this public works project would provide needed infrastructure improvements. The City has received a Safe Routes to School state grant to accomplish approximately half the need improvements. UPDATE: This Safe Routes to School Project was completed in August 2016. The project included 3,330 linear feet of sidewalk, 13 pedestrian ramps, 3 blocks of street widening and 700 feet of highway shoulder widening. The Project cost was approx. \$635,000. It provides benefit to over 1,000 students in the community.	\$1,200,000	State, unknown	Unknown
Wheatland W8 Short-term	2 2.3	Wheatland Police Department Complex Completion The City recently purchased land and buildings from Wheatland Elementary School District to become the new Wheatland Police Department office complex. City funding has been limited; after land and building acquisition approximately 50 percent of the structural remodeling and furnishing has been accomplished. Partial completion of the remodel has allowed the Wheatland Police Department to move out of the midcentury trailer occupied previously. The project site is adjacent to Wheatland's corporation yard and elementary school district administration building and less than one quarter of a mile from the downtown core. UPDATE: The last phase of this project will be going out to bid late spring, early summer of 2017 and will complete the renovation of the evidence, interview and storage rooms.	\$200,000	Unknown	Unknown
Wheatland W9 Short-term	3 3.4	Wheatland Community Gardens The 2012 goal of completing Wheatland Community Garden #1 was successfully accomplished with a ribbon-cutting ceremony on February 20, 2013. The project this year is to build Wheatland Community Garden #2 on the east side of town. This garden will serve the Wheatland Ranch subdivision area. When completed, the proposed Wheatland Community Garden will consist of approximately 24 planters, including 20 12-foot by 4-foot planter boxes and four U-shaped boxes with access for disabled persons. The total garden size is estimated at 50 feet by 150 feet. The garden will be secured by a decorative perimeter fence and key-code lock. The community garden will also include a gathering and picnic area, park benches, work tables, and a shed for storage. Total estimated budget was \$50,000 per site, with one site remaining.	\$50,000	Unknown	Unknown

Jurisdiction Project No. Priority	Goal Objective Action	Project Description	Total Cost	Funding Sources	Project Date
		UPDATE: The first phase of the Wheatland Community Garden was completed in 2013 and continues to flourish. There is no immediate plans for the next phase as there are still a few plots remaining available in the first phase area.			

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