

BOARD OF SUPERVISORS

AGENDA

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



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

MAY 13, 2014

8:30 A.M. YUBA COUNTY WATER AGENCY

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**
 - A. Administrative Services
 1. (172-14) 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 and authorizing execution of all necessary documents.
 - B. Board of Supervisors
 1. (173-14) Remove Alma Amaya and Chienyen Yang from Yuba Sutter Mental Health Advisory Board pursuant to Article IV Section G of the Bylaws.
 - C. Clerk of the Board of Supervisors
 1. (174-14) Approve minutes from the meeting of April 15, 2014.
 - D. County Administrator
 1. (175-14) Approve agreement with Yuba Sutter Legal Center for small claims court litigant assistance and authorize the Chair to execute same. (Finance and Administration Committee recommends approval)
 - E. Health and Human Services
 1. (176-14) Adopt resolution authorizing Health and Human Services Department to apply for Maternal, Child and Adolescent Health Oral Health special project grant for funding period of May 1, 2014 through August 31, 2014, and authorize the Chair to execute documents as appropriate.
 - F. Sheriff-Coroner
 1. (177-14) Approve agreement renewal and extension with Justice Benefits, Inc. to apply for federal reimbursement on behalf of the County of Yuba Sheriff's Correctional facility, and authorize the Chair to execute same.

IV. **SPECIAL PRESENTATION**

- A. (178-14) Receive Caltrans Highway 70/20 project update. (Fifteen minute estimate) (Caltrans Project Manager Martin Villanueva)

V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

VI. **COUNTY DEPARTMENTS**

- A. County Administrator

1. (179-14) Approve agreement with Brian J. Davis for Public Defender services and authorize Chair to execute same. (Finance and Administrative Committee recommends approval)

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

- A. (180-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and summary abatement costs and recording of lien regarding 1878 E. Eleventh Avenue (Merril M Cooper and Audry M. Cooper), Olivehurst, in the amount of \$7,432.67 (Ten minute estimate)
- B. (181-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and summary abatement costs and recording of lien regarding 4323 Angelica Way (Luis Martinez and Beatrice Martinez) Olivehurst, in the amount of \$14,998.70. (Ten minute estimate)
- C. (182-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and summary abatement costs and recording of lien regarding 4931 Olivehurst Avenue (Yu Jen Hu), Olivehurst, in the amount of \$11,713.92 (Ten minute estimate)

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

- A. (183-14) Email from National Association of Counties regarding membership.

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

X. **CLOSED SESSION:**

- A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - YCEA/County of Yuba
- B. Personnel pursuant to Government Code §54957 - Department Head Evaluation/County Counsel

XI. **ADJOURN**

11:00 A.M. Law and Justice Committee - (Supervisors Nicoletti and Vasquez - Alternate Supervisor Stocker)

- A. (184-14) Consider agreement with Placer County Sheriff-Coroner's office for the provision of pathological services - Sheriff-Coroner (Five minute estimate)

2nd Tues - 5:00 P.M. Wheatland City/County Liaison Committee - CANCELLED
Wheatland City Hall
111 C Street
Wheatland, California

2nd Wed - 5:00 P.M. Linda Liaison Committee - CANCELLED
Linda Fire Protection District
1286 Scales Avenue
Marysville, California

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

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CONSENT
AGENDA

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The County of Yuba

Department of Administrative Services

Doug McCoy - Director




AIRPORT	741-8248
BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7881
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

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

172-14

May 13, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy,  Director of Administrative Services

SUBJECT: APPROVE RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL AVIATION ADMINISTRATION ON BEHALF OF THE AIRPORT FOR A GRANT UNDER THE AIRPORT IMPROVEMENT PROGRAM IN THE AMOUNT OF \$144,300.00 IDENTIFIED AS AIP 3-06-0149-15

Recommendation:

It is recommended that the Board approve the subject resolution authorizing submittal of a grant application to the Federal Aviation Administration for funding under the Airport Improvement Program (AIP) Grant Fund identified as AIP 3-06-0149-15 and authorize the County Administrator to execute the grant application and accept the grant offer.

Background:

The grant funds requested are for the design of the North Apron Reconstruction in the estimated amount of \$144,300. The project construction will be completed under a separate FAA grant application.

Discussion:

The Yuba County Airport is allocated \$150,000 annually from the Federal Aviation Administration for construction projects that are planned under the Airports Capital Improvement Plan (ACIP). Those funds are typically accumulated over a period of three years in order to fund the construction projects. The Airport has \$150,000 of those funds that must be used this federal year, with another \$450,000 accumulated for the construction of the designed project that will be requested under a separate grant. The resolution today is to approve the submittal of the design grant application to begin the North Apron Reconstruction Project. This is a 90 percent grant. The 10 percent grant match will be accomplished through a matching grant from the State Division of Aeronautics and the balance from the Airport Enterprise Fund. The construction grant will be based on the bid proposals received through the design activities of the requested grant.

Committee Action:

This item was not presented to the Public Facilities Committee due to the necessity to expedite the application submittal for funding that is due to the Federal Aviation Administration by May 16, 2014.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

Attachment

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

**RESOLUTION AUTHORIZING THE COUNTY
ADMINISTRATOR TO FILE AN APPLICATION
WITH THE FEDERAL AVIATION ADMINISTRATION
ON BEHALF OF THE AIRPORT FOR A GRANT
UNDER THE AIRPORT IMPROVEMENT PROGRAM**

Resolution No. _____

WHEREAS, the Federal Aviation Administration is authorized under the Airport Improvement Program to make grants to public airports to aid in financing the construction of specific airport projects:

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba that the County Administrative Officer is hereby authorized to file an application on behalf of the County of Yuba Airport with the Federal Aviation Administration for a grant to aid in financing Yuba County Airport capital improvement projects as follows:

Design of Rehabilitation of Transient
Tie-Down Apron & Taxiway Restriping

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BE IT FURTHER RESOLVED that the Board does hereby authorize the County Administrative Officer to execute the grant application, to act as certifying officer in all matters in connection with the application and to provide such additional information as may be required and to accept any offer of grant which may be tendered by the Federal Aviation Administration.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the ____ day of May, 2014, by the following vote:

AYES:

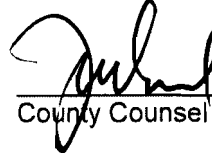
NOES:

ABSENT:

Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:


County Counsel

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)	
* 3. Date Received:		4. Application Identifier:			
5a. Federal Entity Identifier: AIP No. 3-06-0149-15			* 5b. Federal Award Identifier:		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: County of Yuba					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000549			* c. Organizational DUNS: 122670458		
d. Address:					
* Street1: 1364 Sky Harbor Drive Street 2: * City: Olivehurst County: Yuba County * State: CA Province: Country: USA					
* Zip/ Postal Code: 95961					
e. Organizational Unit:					
Department Name: Yuba County Airport			Division Name:		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Ms. Middle Name: A. * Last Name: Hansen Suffix:		First Name: Mary			
Title: Airport Manager					
Organizational Affiliation:					
* Telephone Number: (530) 741-6248			Fax Number: (530) 742-7835		
* Email: mhansen@syix.com					

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

B. County Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

FEDERAL AVIATION ADMINISTRATION

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Marysville, Yuba County, California

* 15. Descriptive Title of Applicant's Project:

MYV North Apron Reconstruction & taxiway strippling - Design

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 2nd

*b. Program/Project: 2nd

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2014

*b. End Date: 01/31/2015

18. Estimated Funding (\$):

*a. Federal	129,870.00
*b. Applicant	14,430.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	144,300.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Robert

Middle Name:

*Last Name: Bendorf

Suffix:

*Title: County Administrator

*Telephone Number: (530) 749-7575

Fax Number: (530) 742-7835

* Email: rbendorf@co.yuba.ca.us

*Signature of Authorized Representative:

*Date Signed:

**PART II
PROJECT APPROVAL INFORMATION
SECTION A**

Item 1. Does this assistance request require State, local, regional, or other priority rating?	Name of Governing Body Priority
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 2. Does this assistance request require State, local advisory, educational or health clearances?	Name of Agency or Board (Attach Documentation)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?	(Attach Comments)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 4. Does this assistance request require State, local, regional, or other planning approval?	Name of Approving Agency Date / /
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 5. Is the proposed project covered by an approved comprehensive plan?	Check One: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/> Location of plan Airport Master Plan, 2008
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Item 6. Will the assistance requested serve a Federal installation?	Name of Federal Installation Federal Population benefiting from Project
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 7. Will the assistance requested be on Federal land or installation?	Name of Federal Installation Location of Federal Land Percent of Project
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 8. Will the assistance requested have an impact or effect on the environment?	See instructions for additional information to be provided.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?	Number of: Individuals Families Businesses Farms
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?	See instructions for additional information to be provided.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Airport Land Use Compatibility Plan is in effect.

2. **Defaults.** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NA

3. **Possible Disabilities.** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NA

4. **Consistency with Local Plans.** – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. 2008 Airport Master Plan

5. **Consideration of Local Interest.** – It has given fair consideration to the interest of communities in or near where the project may be located.

6. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

7. **Public Hearings.** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. N/A

8. **Air and Water Quality Standards.** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary. N/A

PART II – SECTION C (CONTINUED)

9. Exclusive Rights. – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

NONE

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":
The County holds fee simple title to all property required for this project.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III – BUDGET INFORMATION – CONSTRUCTION**SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog No. 20-106
2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

COST CLASSIFICATION	Use only for revisions		Total Amount Required
	Latest Approved amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 4,300.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			130,000.00
5. Other architectural engineering fees			10,000.00
6. Project inspection fees			
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			144,300.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			144,300.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			144,300.00
20. Federal Share requested of Line 19			129,870.00
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal grant requested (Lines 20 & 21)			129,870.00
23. Grantee share			14,430.00
24. Other shares			
25. Total project (Lines 22, 23, & 24)	\$	\$	\$144,300.00

SECTION C - EXCLUSIONS

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 14,430.00
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. Total - Grantee Share	14,430.00
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 14,430.00

SECTION E - REMARKS

A state matching grant will be requested if funds are available to assist with the grantee share.

Exhibit "A" Property Map, dated April 2008, incorporated by reference.

PART IV - PROGRAM NARRATIVE (ATTACH - SEE INSTRUCTIONS)

ID	Task Name	Cost
1	MYV NORTH APRON RECONSTRUCTION - DESIGN	<u>\$139,688.00</u>
2	Phase 1 - Contract Administration	\$7,680.00
3	Project Scoping	\$4,852.00
6	Prepare Contract & Sub Contracts	\$860.00
7	Project Coordination	\$656.00
9	General Contract Administration	\$1,312.00
12	Phase 2 - Preliminary Design	\$41,152.00
18	Geotechnical Investigation	\$12,608.00
23	Prepare Plan Sheets for Preliminary Submittal	\$4,288.00
24	Prepare FAA Pavement Design Report and FAA Form 5100	\$4,060.00
25	Prepare Preliminary Surface Drainage Analysis	\$1,002.00
26	Prepare Preliminary Cost Estimate	\$2,130.00
29	Prepare Preliminary Design Report	\$3,291.00
30	Prepare FAA Form 7460	\$602.00
31	Prepare Environmental Documentation	\$7,359.00
34	Prepare Preliminary Design Submittal	\$930.00
35	Phase 2 Project Meetings	\$4,882.00
39	Phase 3 - Final Design	\$83,831.00
40	Prepare Final Plans	\$15,650.00
104	Prepare Specifications	\$23,246.00
110	Prepare Final Surface Drainage Analysis and Final Storm Sewer	\$4,668.00
113	Stormwater Pollution Prevention Plan	\$6,757.00
114	Prepare Certification of Engineering and Modification of Standards	\$846.00
115	Prepare 60% Submittal	\$5,362.00
120	60% Submittal Review Meeting	\$2,330.00
121	Prepare 95% Submittal	\$6,848.00
126	95% Submittal Review Meeting	\$2,330.00
127	Prepare Final Submittal	\$4,756.00
132	Prepare Engineer's Design Report	\$4,146.00
133	Prepare and Submit Construction Safety & Phasing Plan	\$6,892.00
136	Phase 4 - Bid Administration	\$7,025.00
137	Prepare Advertisement for Bids	\$544.00
138	Bid Document Distribution	\$570.00
139	Respond to Bidder's Questions	\$2,660.00
140	Prepare & Distribute Addenda	\$2,396.00
143	Bid Review & Tabulation	\$596.00
144	Prepare Recommendation for Award	\$259.00

Administration Cost Breakdown

AIRPORT: YUBA COUNTY AIRPORT
 PROJECT NAME: MYV NORTH APRON RECONSTRUCTION - DESIGN
 PROJECT #:
 AIP #: 3-06-0149-15
 DATE:

	LEGAL SERVICES	DIRECTOR	AIRPORRT MANAGER	TOTAL
Labor	\$150	\$75	\$67	
Project Construction Coordination				0
DBE Goal Monitoring				0
Project Document Review	1	1	3	5
FAA Document Submittals	1	2	5	8
Bid Advertisement		1	4	5
Bid Document Distribution			2	2
Prebid Meeting		2	2	4
Bid Opening		2	2	4
Bid Analysis	1	1	1	3
Bid Notices		1	1	2
Prepare Recommendation for Award		2	3	5
Board Approval	1	2	2	5
Grant Preparation		1	4	5
Contractor's Contract Preparation				0
Pre-construction Meeting				0
Issue NOTAMs				0
Attend Construction Meetings				0
Review/Process Certified Payroll				0
Process Pay Requests				0
Final Construction Inspection				0
Closeout Documents				0
Total Hours:	4	15	29	48
Total Labor Cost:	\$600	\$1,125	\$1,943	\$3,668

Expenses

Mileage			\$ 15	\$15
Printing			\$ 115	\$115
Advertising			\$ 500	\$500
Other				\$0
				\$630

\$4,298

PART IV
PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT: Marysville North Apron Reconstruction - Design

AIRPORT: Yuba County

1. Objective:

The pavement on the Northern 25,000 sy of the apron has widespread large cracks and is in need of repair. It also experiences periodic ponding of water during times of heavy precipitation. The existing storm drainage infrastructure needs improvement to improve the drainage capacity of the apron as well as protect the area from water backing up from a nearby ditch.

2. Benefits Anticipated:

Increased service life of pavement, reduced potential for damage to aircraft and improved drainage.

3. Approach: (See approved Scope of Work in final Application)

This grant includes the design of the project. The design will be performed by Mead & Hunt. Soil borings of existing pavement section and underlying subgrade will support the design of an appropriate new pavement section using FAA pavement design software. Drainage inlets will be replaced and a structure that will prevent water from backing up from ditch will be designed. Tie-down anchors and pavement markings will be replaced.

4. Geographic Location:

Yuba County Airport, Olivehurst, CA

5. If Applicable, Provide Additional Information:

Anticipated project schedule:

Design in 2014

Construction in 2015 (not part of this grant application)

6. Sponsor's Representative: (incl. address & tel. no.)

Mary Hansen
Airport Manager
Yuba County Airport
1364 Sky Harbor Drive
Olivehurst, CA 95961

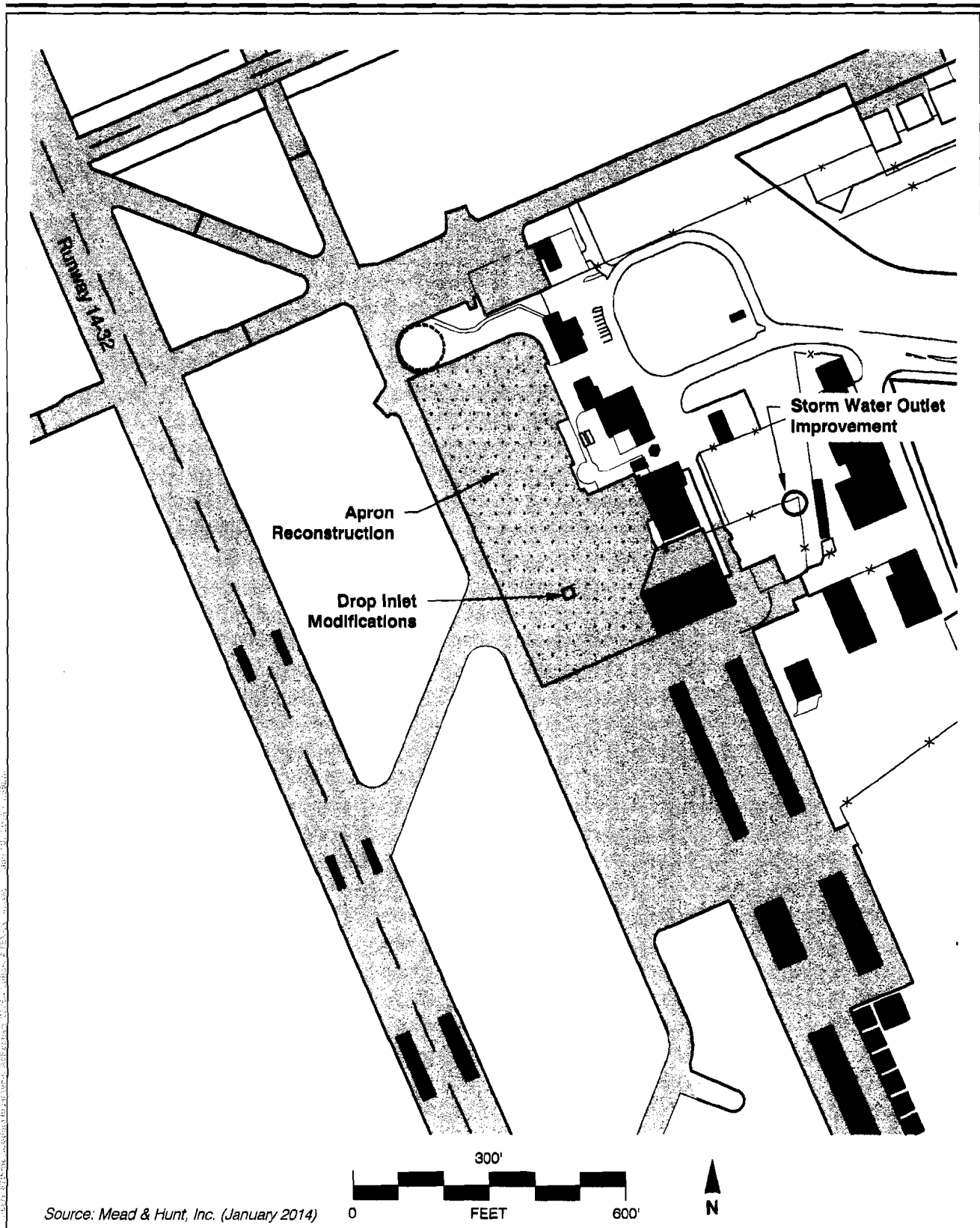


Figure 1

Proposed Project

Yuba County Airport



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 3/20/2014

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
AC 150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxilliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

STANDARD DOT TITLE VI ASSURANCES

Yuba County (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Robert Bendorf

(Yuba County Administrator)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Yuba County Airport

LOCATION: Olivehurst, California

AIP PROJECT NO.: 3-06-0149-15

STATEMENTS APPLICABLE TO THIS PROJECT

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Yuba County Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Yuba County Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: ROBERT BENDORF **DATE:** _____

TITLE: County Administrator

SPONSORING AGENCY: COUNTY OF YUBA

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Sponsor's Authorized Representative

Title _____
County Administrator

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE**

COUNTY OF YUBA

(Sponsor)

Description of Work:

YUBA COUNTY AIRPORT

(Airport)

AIP No. 3-06-0149-15

(Project Number)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been or will be established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			

- | | Yes | No | N/A |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|--------------------------|
| 5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted: | | | |
| a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency. | | | |
| 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

	Location	Location	Location
Street Address:			
City:			
State:			
Zip code:			

COUNTY OF YUBA

Name of Sponsor

Signature of Sponsor's Designated Official Representative

ROBERT BENDORF

Type Name of Sponsor's Designated Official Representative

COUNTY ADMINISTRATOR

Typed Title of Sponsor's Designated Official Representative

Date of Signature

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SUTTER-YUBA MENTAL HEALTH SERVICES

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



Tony Hobson, Ph.D.
Assistant Director of Human Services
Director of Mental Health/Alcohol & Drug Program Administrator

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

Memorandum

DATE: April 24, 2014

TO: Clerk of the Board

FROM: Tony Hobson, Ph.D. 
Director of Mental Health

SUBJECT: Alma Amaya – Chair of the Mental Health Advisory Board

The Yuba County Board of Supervisors appointed Alma Amaya to the Mental Health Advisory Board (MHAB) on April 24, 2012. Ms. Amaya was elected Chair of the MHAB in June of 2013. Ms. Amaya has only attended two meetings of the MHAB since her election as Chair. Attempts to contact her to determine her interest or ability to remain on the Board have been mostly unsuccessful. Ms. Hopper has spoken to Ms. Amaya on one occasion where Ms. Amaya would not commit on a decision to either remain and participate on the Board or submit her resignation.

In light of the fact that Ms. Amaya has not responded to telephone messages, it is recommended that she be removed from the Board pursuant to Article IV – Membership, Section G of the MHAB Bylaws; and that this action be communicated to the Yuba County Board of Supervisors with a request that a vacancy be posted.

Please do not hesitate to contact this office with any questions you may have. Thank you.

TH/sh

cc: Hannah Hogan, Vice Chair

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

Adult Outpatient Services:	822-7200	TTY-CRS 800-735-2928	Children's System of Care:	822-7478
Wellness & Recovery:	822-7200	Psychiatric Emergency Services:	673-8255	Youth Services:
Substance Abuse Services:	822-7200	Psychiatric Health Facility:	822-7209	822-7513



SUTTER-YUBA MENTAL HEALTH SERVICES

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




Tony Hobson, Ph.D.
Assistant Director of Human Services
Director of Mental Health/Alcohol & Drug Program Administrator

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

Memorandum

DATE: April 24, 2014

TO: Clerk of the Board

FROM: Tony Hobson, Ph.D. 
Director of Mental Health

SUBJECT: Chienyen Yang – Member of the Board

The Yuba County Board of Supervisors appointed Chienyen Yang to the Mental Health Advisory Board (MHAB) on August 13, 2013. Ms. Yang attended the next two meetings of the MHAB and has not attended a meeting since. Attempts to contact her to determine her interest or ability to remain on the Board have failed.

In light of the fact that Ms. Yang has not responded to telephone messages, it is recommended that she be removed from the Board pursuant to Article IV – Membership, Section G of the MHAB Bylaws; and that this action be communicated to the Yuba County Board of Supervisors with a request that a vacancy be posted.

Please do not hesitate to contact this office with any questions you may have. Thank you.

TH/sh

cc: Hannah Hogan, Vice Chair

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969				
Adult Outpatient Services:	822-7200	TTY-CRS 800-735-2929	Children's System of Care:	822-7478
Wellness & Recovery:	822-7200	Psychiatric Emergency Services:	Youth Services:	822-7513
Substance Abuse Services:	822-7200	Psychiatric Health Facility:		

The County of Yuba

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

APRIL 15, 2014 - MINUTES



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

Chairman Nicoletti held a moment of silence in recognition of the current conflict.

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

MOTION: Move to approve MOVED: Andy Vasquez SECOND: Roger Abe

AYES: Andy Vasquez, Roger Abe, John Nicoletti, Hal Stocker

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

A. Clerk of the Board of Supervisors

1. (143-14) Approve minutes for the meetings of March 25, and April 1, 2014. Approved as written.

B. Community Development and Services

1. (144-14) Approve Floodplain Development Variance for agricultural storage building at 9670 State Route 70. Approved.

C. Health and Human Services

1. (145-14) Adopt resolution authorizing Interim Director to enter into and execute specific new and ongoing contracts, agreements, grants, and memorandums of understanding in an amount less than \$50,000 for Fiscal Year 2014/2015 or multi-years. (Human Services Committee recommends approval) Adopted Resolution No. 2014-24, which is on file in Yuba County Resolution Book No. 45.
2. (146-14) Adopt resolution authorizing the Director or Interim Director of Health and Human Services to enter into and execute Memorandums of Understanding with participating Medi-Cal Managed Care Plans. (Human Services Committee recommends approval (Five minute estimate) Adopted Resolution No. 2014-25 which is on file in Yuba County Resolution Book No. 45.

D. Sheriff-Coroner

1. (147-14) Approve agreement with U.S. Department of Justice, Drug Enforcement Administration to provide law enforcement services relating to the eradication and suppression of illicit marijuana and authorize the Chair to execute. Approved.

IV. SPECIAL PRESENTATION

- A. (148-14) Present proclamation recognizing California Aviation Day April 23, 2014. (Ten minute estimate) Chairman Nicoletti read and presented the proclamation to Airport Manager Mary Hansen who recapped activities scheduled.
- B. (149-14) Receive Sheriff's Department's 2013 Annual Report and presentation. (Fifteen minute estimate) Sheriff Durfor recapped training and highlights including school safety plans, implementation of prison realignment, and recognition of employees.

V. PUBLIC COMMUNICATIONS:

Ms. Mary Battista, Dobbins - dead trees and restriction of fireworks due to drought

Mr. Tom Muellor, Tehama County - State Water Resources Board and ground water

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. (150-14) Approve sublease agreement between Continental Pacific Lumber Industries and Cali Shine Distillery Company, for property located at 5216 Arboga Road, and authorize Chair to execute same. (Public Facilities Committee recommends approval) (Continued from April 15, 2014) (Fifteen minute estimate) Administrative Services Director Doug McCoy and Airport Manager Mary Hansen recapped the sublease terms and responded to Board inquiries.

County Administrator Robert Bendorf responded to Board inquiries.

The following individuals spoke: Auditor Rich Eberle

MOTION: Move to continue to April 22, 2014

MOVED: Andy Vasquez

SECOND: Roger Abe

AYES: Andy Vasquez, Roger Abe, John Nicoletti, Hal Stocker

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

B. Auditor-Controller

1. (151-14) Receive independent auditors report on Financial Statement and Single Audit for fiscal year ended June 30, 2013. (Fifteen minute estimate) Gallina Representative Rich Gonzales recapped highlights of report advising of implementation of past findings and continued implementation on current findings.

C. Board of Supervisors

1. (152-14) Receive information regarding State of Jefferson and take action as appropriate. (No background material) (Fifteen minute estimate) Supervisor Vasquez recapped investigation of ad hoc committee.

Mr. Mark Baird recapped aspects of impacts of lack of representation and declaration to withdraw from California urging support. Mr. Baird responded to Board inquiries.

Supervisor Abe left the meeting at 11:09 a.m. and returned at 11:13 a.m.

The following individuals spoke:

- Mr. Gary Bradford, Plumas Lake
- Mr. Terry Rapoza, Redding
- Ms. Nicky Harris, Oregon House
- Ms. Sally Rapoza
- Mr. Cylde Beele

MOTION: Move to adopt declaration MOVED: Andy Vasquez SECOND: Roger Abe

AYES: Andy Vasquez, Roger Abe, John Nicoletti

NOES: Hal Stocker ABSENT: Mary Jane Griego ABSTAIN: None

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

- A. (153-14) Hold public hearing, waive reading, and introduce ordinance adding Article 5 to Chapter 2.50 authorizing the Purchasing Agent to perform all acts necessary regarding the acquisition of real property where the purchase price does not exceed \$150,000; and make finding the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA. (Ten minute estimate) Administrative Services Director Doug McCoy advised addition would enhance the purchasing process. There were no public comments.

MOTION: Move to close public hearing, waive reading, introduce ordinance, and find ordinance statutorily exempt from CEQA

MOVED: Hal Stocker SECOND: Roger Abe

AYES: Hal Stocker, Roger Abe, Andy Vasquez, John Nicoletti

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

- B. (154-14) Hold public hearing, waive reading, and introduce ordinance amending Chapters 13.00.030, 13.00.042, 13.00.052, 13.00.056 and 13.00.060 of the Yuba County Ordinance Consolidated Fee Ordinance Code for Administrative Services, Clerk Recorder, Health Services, and Treasurer; and make finding the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA. (Finance and Administration Committee recommends approval) (Ten minute estimate) Financial Analyst Manager Grace Mull recapped. There were no public comments.

MOTION: Move to close public hearing, waive reading, introduce ordinance, and find ordinance statutorily exempt from CEQA

MOVED: Hal Stocker SECOND: Roger Abe

AYES: Hal Stocker, Roger Abe, Andy Vasquez, John Nicoletti

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

- C. (134-14) Hold public hearing, waive reading, and adopt ordinance repealing and reenacting Chapter 13.20 of the Yuba County Ordinance Code relating to Community Development and Services Agency Fees to become operative on July 1, 2014; and make finding the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA). (Land Use and Public Works Committee recommended approval) (Second reading) (Ten minute estimate) There were no public comments.

MOTION: Move to close public hearing, waive reading, adopt ordinance, and find statutorily exempt from CEQA

MOVED: Hal Stocker

SECOND: Roger Abe

AYES: Hal Stocker, Roger Abe, Andy Vasquez, John Nicoletti

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Ordinance No. 1529, which is on file in Yuba County Ordinance Book No. 24.

- D. (135-14) Hold public hearing, waive reading, and adopt ordinance repealing and reenacting Chapter 13.50 of the Yuba County Consolidated Fee Ordinance Code relating to Countywide Development Impact Fees to become operative on July 1, 2014; and make finding the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA). (Public Works and Land Use committee recommended approval) (Second reading) (Ten minute estimate) There were no public comments.

MOTION: Move to close public hearing, waive reading, adopt ordinance, and find statutorily exempt from CEQA

MOVED: Hal Stocker

SECOND: Roger Abe

AYES: Hal Stocker, Roger Abe, Andy Vasquez, John Nicoletti

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Ordinance No. 1530, which is on file in Yuba County Ordinance Book No. 24.

- E. (136-14) Hold public hearing, waive reading, and adopt ordinance amending Section 13.80.070 of Chapter 13.80 relating to deferral and waiver of certain impact fees to extend expiration from June 30, 2014 to June 30, 2016. (Public Works and Land Use committee recommended approval) (Second reading) (Ten minute estimate) There were no public comments.

MOTION: Move to close public hearing, waive reading, adopt ordinance, and find statutorily exempt from CEQA

MOVED: Hal Stocker

SECOND: Roger Abe

AYES: Hal Stocker, Roger Abe, Andy Vasquez, John Nicoletti

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Ordinance No. 1531, which is on file in Yuba County Ordinance Book No. 24.

VIII. CORRESPONDENCE

- A. (155-14) Notice from State of California Fish and Game Commission regarding proposed regulatory action relating to Pacific halibut sport fishing. (Copy provided to Agricultural Commissioner) Received.
- B. (156-14) Letter from State Board of Equalization announcing Taxpayers' Bill of Rights public hearings May 22 and June 24, 2014. Received.
- C. (157-14) Letter from Department of Veterans Affairs commending Veterans Service Officer Marvin King for work done securing benefits for local veterans and their families. (Copy provided to Human Resources) Received.

- D. (158-14) Letter from Cal OES regarding drought emergency, the establishment of a Drought Task Force and other financial services and assistance they offer. (Copy provided to Emergency Services and Agricultural Commissioner) Received.
- E. (159-14) Schedule of Proposed Actions from the United States Forest Service regarding Plumas National Forest for the period of April 1, 2014 through June 30, 2014. Received.

IX. BOARD AND STAFF MEMBERS' REPORTS

Supervisor Vasquez: Groundwater Conference held April 3 and 4, 2014

Supervisor Abe:

- Memorial Adjournments - Mr. John Dunham, Mr. Ralph Whiteley, Mr. John Billingsly, Mr. David Alexander Hammons, Ms. Virginia Parker, Ms. Margarita Salgado
- Walter allocation committee meeting April 3, 2014
- Meeting with Val Elliott regarding smoke free parks
- Eagle Scout project which benefited Juvenile Hall
- Employee recognition luncheon held April 4, 2014
- Wheatland Lions cleanup of Highway 65 held April 12, 2014
- Walter Agency subcommittee meeting April 14, 2014

Supervisor Stocker: Memorial Adjournments - Mr. Ralph Whiteley, Mr. Bobby "Jobber" Johnston, Ms. Cindy Reece

Supervisor Nicoletti:

- Yuba Sutter EDC Board meeting
- Marysville Oversight Board
- Memorial Adjournment - Mr. Duke Griego

County Administrator Robert Bendorf:

- Regional Fire Study and future meeting with consultant
- Fiscal Year 2014-2015 proposed budget

- X. CLOSED SESSION: The Board retired into closed session at 12:20 p.m. and returned at 1:32 p.m. with all present as indicated above, except Supervisor Stocker.

Supervisor Stocker left closed session at 12:45 p.m. and did not return.

- A. Pending litigation pursuant to Government Code §54956.9(e)(3) - One Claim/Tomko Rejected claim by unanimous vote
- B. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - YCEA/County of Yuba No report
- C. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Agricultural Commissioner No report

XI. ADJOURN: 1:32 p.m. in memory of Mr. John Dunham, Mr. Duke Griego, Mr. John Billingsly, Mr. David Alexander Hammons, Ms. Margarita Salgado, Mr. Bobby "Jobber" Johnston, Mr. Ralph Whiteley, Ms. Virginia Parker, and Ms. Cindy Reece.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba



Office of the County Administrator

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

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

Date: May 13, 2014
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB*
By: Grace Mull, Management Analyst *GM*
Re: Small Claims Litigant Assistance Contract

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 service 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 litigant use and copies of statutes relevant to their case.

Committee

The Finance & Administration Committee reviewed this item on May 6, 2014 and recommended approval.

Fiscal Impact

The fiscal impact associated with the proposed contract is \$6,500 per year for a three year period 7/1/14 – 6/30/17.

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**AGREEMENT FOR SMALL CLAIMS COURT
LITIGANT ASSISTANCE**

THIS AGREEMENT made and entered into this _____ of _____, 2014, 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, 2014, and shall continue until June 30, 2017.

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 Attorney 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: _____
John Nicoletti, Chairman Board of Supervisors

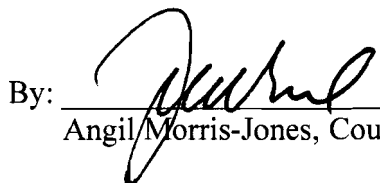
YUBA SUTTER LEGAL CENTER

By: _____
Susan Townsend, Directing Attorney

ATTEST:

By: _____
Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:

By: _____
Angil Morris-Jones, County Counsel

ATTACHMENT A – INSURANCE PROVISIONS

ATTORNEY 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 ATTORNEY, 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 ATTORNEY 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 ATTORNEY’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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 ATTORNEY; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ATTORNEY 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 ATTORNEY’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, ATTORNEY'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 ATTORNEY'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

ATTORNEY hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said ATTORNEY may acquire against COUNTY by virtue of the payment of any loss under such insurance. ATTORNEY 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 ATTORNEY 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, ATTORNEY must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

ATTORNEY 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 ATTORNEY'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

ATTORNEY 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

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Interim Director

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



**Michael Kinnison, M.D.,
Interim Health Officer**
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Interim Director
Kathy Cole, Deputy Director *K Cole*
Health & Human Services Department

DATE: May 13, 2014

SUBJECT: Resolution of the Board of Supervisors Authorizing the Health and Human Services Department to apply for the Maternal, Child and Adolescent Health (MCAH) Oral Health Special Project Grant

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Health and Human Services Department (HHSD) to apply for the California Department of Public Health (CDPH) Maternal Child and Adolescent Health (MCAH) Oral Health Special Project Grant for the period of May 1, 2014 through August 31, 2014; and further authorizing the Chair of the Board to accept funds and to execute documents as required by this application and any pertinent document related to this program and the acceptance of funds.

BACKGROUND: Yuba County, through its Health and Human Services Department, has received MCAH program funds since 2007 to develop policies and standards, and conduct activities with the focus of improving the health and well-being of the women, children and families of Yuba County. MCAH has made funds available through the Oral Health Special Project for the purpose of promoting specific oral health activities.

DISCUSSION: CDPH will provide funds for the Oral Health Special Project in the amount of \$50,000.00 for the funding period of May 1, 2014, through August 31, 2014.

COMMITTEE: The Resolution and MCAH Oral Health Special Project Application Form were not reviewed in the Human Services Committee due to submission time constraints.

FISCAL IMPACT: Approval of this Resolution will not impact County General Funds.

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

**RESOLUTION AUTHORIZING THE HEALTH)
AND HUMAN SERVICES DEPARTMENT TO)
APPLY TO THE CALIFORNIA DEPARTMENT)
OF PUBLIC HEALTH FOR THE MATERNAL,)
CHILD AND ADOLESCENT HEALTH (MCAH))
ORAL HEALTH SPECIAL PROJECT FUNDS)
FOR THE PERIOD OF MAY 1, 2014)
THROUGH AUGUST 31, 2014, AND)
FURTHER, AUTHORIZE THE CHAIR OF THE)
BOARD TO EXECUTE DOCUMENTS AS)
REQUIRED BY THE APPLICATION AND ANY)
PERTINENT DOCUMENTS RELATED TO)
THIS PROGRAM AND THE ACCEPTANCE)
OF FUNDS)**

Resolution No. _____

WHEREAS, the State of California, through the California Department of Public Health for the Maternal, Child and Adolescent Health (MCAH) program, has made grant funds available for the purpose of promoting specific oral health activities.

WHEREAS, it is in the best interest of its residents for the County of Yuba to apply for and utilize the grant funds to implement an oral health program with community stakeholders to improve the overall health of pregnant women and families by promoting dental care and services.

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 for the Oral Health Special Project grant funds is hereby authorized; and

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, that the Chair of the Board is hereby authorized:

- to accept Fifty Thousand Dollars (\$50,000) for the period May 1, 2014, through August 31, 2014;
- to execute, upon review and approval of County Counsel, documents as required by the application and the resultant contract for the stated period;
- to allocate and transfer funds for the stated period;
- to amend contracts for additional or lesser funding; and
- to execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded.

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A copy of said contract or any amendment thereto shall be filed in the office of the Clerk of the Board, 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 _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:


County of Yuba

By: _____
Chair, Board of Supervisors

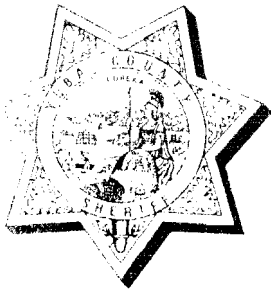
ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM



Angil P. Morris-Jones,
Yuba County Counsel



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

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



MAY 13, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER *sw/mw*

RE: RENEWAL AND EXTENSION OF AGREEMENT

RECOMMENDATION:

Approve and sign the renewal and extension Agreement for Professional Services between the County of Yuba and Justice Benefits, Inc., to apply for federal reimbursement on behalf of the County of Yuba Sheriff's Correctional Facility.

BACKGROUND:

Justice Benefits, Inc. (JBI) assists law enforcement agencies in identifying and making application to the Federal Government for reimbursements in regards to correctional facility costs. Few counties have the resources to research all of the reimbursement opportunities. JBI provides the expertise, technology, and manpower to access federal funding opportunities, and has been very successful in obtaining federal reimbursement for numerous counties throughout the State.

DISCUSSION:

Justice Benefits, Inc. has been very successful in obtaining federal reimbursement for Yuba County Sheriff's Department since 2000. A total of \$746,433 has been received to date. JBI desires to renew and extend the current agreement to provide professional assistance to the Sheriff's Department and continue to explore opportunities for additional federal assistance. The renewal and extension agreement will be for a period of four (4) more years, effective July 1, 2014, and ending on June 30, 2018.

FISCAL IMPACT:

Justice Benefits, Inc. receives 22% of the actual reimbursement the County receives. JBI completes its contract at a 'no risk' contingency fee basis, i.e., JBI is paid only after the claims have been paid to the county by the federal government.

COMMITTEE ACTION:

Due to time constraints to apply for reimbursement, and the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

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AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
 and
Yuba County, California

This Agreement is entered into by and between Yuba County, California (hereinafter referred to as the "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

WITNESSETH

WHEREAS, many of the services provided by the County are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, JBI is willing and able to provide professional assistance to explore opportunities for new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the County;

NOW, THEREFORE, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

ARTICLE I RESPONSIBILITIES OF JBI

JBI agrees to perform the following services:

- 1.01 JBI will review the policies and procedures used by the County to identify such additional Federal and other revenue sources, if any, as may be available to the County through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- 1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the County; but is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the County signing an Initiative with JBI for the claiming of federal dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

ARTICLE II RESPONSIBILITIES OF THE COUNTY

2.01 The County agrees to perform the following activities:

- a. Designate a properly authorized County representative to sign each JBI Initiative of which the County approves.
- b. Designate a contract monitor who shall:
 - i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement; and
 - ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Article V of this agreement (i.e. Compensation).
- c. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.

ARTICLE III INITIAL TERM AND RENEWAL

3.01 The initial term of this Agreement is four (4) years, commencing with the date of this Agreement (the "Initial or Renewal Term").

3.02 Upon conclusion of the Initial Term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless written notice is given at least thirty (30) days prior to the expiration of this Agreement.

ARTICLE IV CONFIDENTIALITY

The County and JBI mutually agree that the confidentiality of the information obtained by JBI shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities.

ARTICLE V COMPENSATION

5.01 The intent of this Agreement is to compensate JBI for new revenues received by the County that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue

enhancement activities. The parties agree JBI will be compensated for new or enhanced revenue sources that directly result from JBI's activities at the following rate:

- ❖ Twenty-two percent (22%) of all revenue paid to the County (prospectively or retroactively) as described in each of the County signed Initiatives. JBI will be paid its fees for a minimum of four years worth of claims filed prospectively once an Initiative is signed by the County. In addition, JBI will be paid its fees on any retroactive claims filed for that same Initiative.

5.02 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

5.03 Both parties recognize that delays in payment or reimbursement to the County by the Federal government may occur. JBI will be reimbursed within twenty-one (21) days after funds are actually received by the County and an accurate invoice is delivered to the County by JBI, even if those receipts occur beyond the term of this Agreement.

5.04 JBI agrees that in the unlikely event any funds recovered by the County as a result of this Agreement be subsequently disallowed, that the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the County should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the County, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.

5.05 JBI shall have the right to review the County's claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI's fees is in accordance with this Agreement.

ARTICLE VI NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the County shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 **Authority.** All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the County is authorized to execute this Agreement as the binding act of the County.

Some programs require a submission with digital signature from an authorized elected official of the County. Contractor will prepare the claim and then provide step-by-step instructions for the authorized County official to complete the online form.

7.02 **Changes to be in Writing.** This Agreement may be modified to include additional work the County desires to be completed on a fixed or contingent fee basis with the written consent of both parties.

7.03 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas County, Texas. This Agreement shall be governed by the laws of the State of California and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.

- 7.04 **Counterparts.** This Agreement and the Initiatives that follow may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- 7.05 **Entire Agreement.** This Agreement and its attachments (including all approved Initiatives), if any, contain the entire Agreement between the Contractor and the County. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.
- 7.06 **Force Majeure.** Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.
- 7.07 **Headings.** The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.
- 7.08 **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 7.09 **Indemnification.** Contractor agrees to indemnify the County, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the County, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.
- 7.10 **Independent Contractor.** Contractor shall be considered an independent contractor and not an employee of the County. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the County upon twenty (20) days notice.
- 7.11 **Interest.** In the event a written invoice for services provided under this Agreement remains unpaid for sixty (60) days, the claimant shall be entitled to interest at the highest rate allowed by law.
- 7.12 **Legal Fees.** In the event a claim for damages is made under this Agreement, the claimant shall be entitled to recover reasonable and necessary attorneys' fees and interest at the highest rate allowed by law, provided that said claim is first presented in writing and remains unpaid for thirty (30) days.
- 7.13 **Non-Discrimination.** In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.
- 7.14 **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor shall be permitted to assign its right to be paid by the County after completing its work on an Initiative.
- 7.15 **Rule of Construction.** Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.
- 7.16 **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 7.17 **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- 7.18 **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

IN WITNESS WHEREOF, the undersigned parties are fully authorized by the County and the Company respectively to execute this Agreement as of the date written below, as well as JBI Initiatives as federal reimbursement opportunities arise from time to time.

EXECUTED THIS _____ DAY OF _____, 2014

AGREED:

Yuba County, California

Signature

Print Name

Title

Address: _____

ACCEPTED BY:

JBI, LTD., a Texas Limited Partnership


By: Justice Benefits, Inc., a Texas Corporation

Its: Corporate General Partner

By: _____


Kimberly King

Senior Vice President - Business Development
2010 Valley View Lane, Suite 300
Dallas, Texas 75234

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

INITIATIVE: State Criminal Alien Assistance Program (SCAAP)

A) Description of JBI's Contribution:

JBI recognizes that Yuba County, California is being underpaid for housing undocumented criminal aliens. JBI will develop the cost data, secure the necessary data required to document qualified inmates, and prepare the Alien Assistance claims. JBI will work with the Sheriff's Department to optimize future claims by securing 100% allowable data related to inmates.

B) Claims submitted:

Last claim submitted by JBI was FY 2013.

C) Total Increased Reimbursements expected:

Unknown until data is collected.

D) Fee Structure:

JBI will be paid its fees per its contract with Yuba County, California on all amounts generated from this program.


E) Agreed, JBI may proceed with this Initiative:

Yuba County, California:

Name _____

Date _____

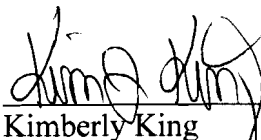
Title

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

4/25/14

Date

Justice Benefits, Inc.:


Kimberly King

Senior Vice President – Business Development

Attachment

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if CONSULTANT provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance as appropriate to CONSULTANT's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain

any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CLA USA Property & Casualty 9300 Wade Boulevard Suite 101 Frisco TX 75035	CONTACT NAME: Angela Maxwell		
	PHONE (A/C No. Ext.): (214) 423-3120	FAX (A/C No.): (214) 423-2240	
	E-MAIL ADDRESS: amaxwell@clausa.com		
INSURED Unificare LTD dba Justice Benefits Inc. 2010 Valley View Lane Suite 300 Dallas TX 75234	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Casualty Ins Co of AM		31194
	INSURER B: Travelers Casualty & Surety		19038
	INSURER C: Philadelphia Indemnity Ins Co		18058
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2014 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X Y	6802D077343	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X Y	BA4E39199A	3/24/2014	3/24/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired and Non-Owned Auto \$ 1,000,000		
		A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000	
			DED <input checked="" type="checkbox"/> RETENTION \$ 5000		CUP2D077785	6/1/2013	6/1/2014		
			A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB2D077970	6/1/2013	6/1/2014	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE - EA EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMIT $ 1,000,000
B C				EPLI Professional Liab		105967274 PHSD907294	7/12/2013 12/28/2013	7/12/2014 12/28/2014	100,000 Ded per Claim - 10,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Yuba - Sheriff, 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 hired or borrowed by or on behalf of CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations.

CERTIFICATE HOLDER County of Yuba-Sheriff 215 Fifth Street, Ste 150 Marysville, CA 95091	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Angela Maxwell/ANGELA
--------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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COUNTY

DEPARTMENTS

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The County of Yuba

Office of the County Administrator

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

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

Date: May 13, 2014
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB/gm*
By: Grace Mull, Management Analyst
Re: Public Defender Services Contract

Recommendation

It is recommended that the Board of Supervisors approve and authorize the Chairman to sign a contract with Brian J. Davis for Public Defender services.

Background

The County historically contracts out for Public Defender services. Our current contract is with Brian J. Davis and expires on June 30, 2014. Mr. Davis assumed the previous contract held by Benjamin Wirtschafter.

Discussion

Pursuant to the terms of the current contract, Mr. Davis notified our office of his desire to renew the contract at the first of the year. Staff subsequently met with Mr. Davis to negotiate the terms of the new contract. In recognition of the fiscal uncertainties the County has experienced over the last several years, Mr. Davis has agreed to contract for a three year term (July 1, 2014 – June 30, 2017) with no increase in the first year, and modest increases of 2% in year two and 3% in year three.

In addition, the contract provides for an option to continue the contract for two additional years provided the contract terms are mutually acceptable to both parties.

Committee

The Finance & Administration Committee reviewed this item on May 6, 2014 and recommended approval.

Fiscal Impact

For the three year term of the contract, the General Fund fiscal impact is estimated to be:

FY 2014-2015	\$ 0
FY 2015-2016	\$ 15,948
FY 2016-2017	\$ 24,408

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**CONTRACT FOR LEGAL REPRESENTATION
OF INDIGENT PERSONS IN THE COUNTY OF YUBA**

THIS CONTRACT is made this ____ day of _____, 2014 by and between the COUNTY OF YUBA, a political subdivision of the State of California ("County"), and BRIAN J. DAVIS ("Attorney").

WITNESSETH

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the State of California; and

WHEREAS, the expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon the County; and

WHEREAS, Attorney represents and warrants that he is competent to render all legal services which are required by this Contract; and

WHEREAS, experience in handling criminal matters leads to effective representation and efficient handling of matters in the Courts; and

WHEREAS, it has been shown that a contract of a limited term without renewal rights makes it difficult to recruit and retain competent and experienced staff;

NOW THEREFORE, the parties hereto agree:

A. SCOPE OF ATTORNEY SERVICES

1.0 Attorney hereby agrees to provide legal representation for the following persons in Yuba County when appointed by the Superior Court of Yuba County:

a) "Adults" deemed indigent by the appointing Courts who are defendants in criminal cases or who require legal representation in connection with police identification

or pre-statement counseling. Attorney shall be responsible for representation in all murder cases as defined in Penal Code section 187. In the event that Attorney is representing more than one capital case defendant at any given time, Attorney and County agree to meet and confer concerning additional compensation to defray the expense of hiring additional staff as may be needed.

b) “Conservatee” as classified under Welfare and Institution Code section 5000 and following, known and cited as the Lanterman-Petris-Short Act, or any other conservatee for whom an attorney may be appointed by the Court relating to the establishment or dissolution of a conservatorship or where counsel is otherwise required to represent the conservatee in a question of the scope of the conservator’s authority.

c) “SB 90” cases* (Sexually Violent Predator (SVP), Mentally Disordered Offender (MDO), Developmentally Disabled (Dev-Dis), and Not Guilty by Reason of Insanity (NGI). * *Case# MHO-07-00001 is excluded from agreement as prior arrangements were made to provide service outside of contract.*

d) Legal representation associated with revocation proceedings involving persons subject to state parole, pursuant to paragraph (3) of subdivision (c) of section 30027 of the Government Code.

2.0 Attorney shall provide competent and adequate legal representation for those persons described in Paragraph 1.0 and shall assume full responsibility for furnishing six (6) full-time attorneys, which include Attorney and five associate attorneys, to provide daily representation in the departments of the Superior Court of Yuba County. Attorney shall also provide all secretarial and other personnel and, except as otherwise be provided herein, office space and all materials, equipment, facilities and

supplies necessary for the support of the personnel in the performance of the legal services specified herein.

2.1 During this contract, County shall review Attorney's compliance and performance under the contract and, at County's option, may at any time require Attorney to attend any meetings, interviews with County personnel or Judges to discuss such compliance and performance.

2.2 For the purpose of defining "full-time attorney" as required in paragraph 2.0, "full-time" shall include, but not necessarily be limited to:

- a) any time in which the Superior Court is in operation;
- b) any time when client representation is required;
- c) any additional time required to consult with clients or otherwise prepare in order to provide competent legal representation; or
- d) when case activity is occurring.

B. CHANGE OF VENUE

3.0 In the event of a change of venue to a location outside of Yuba County, County shall reimburse Attorney for mileage and other actual and necessary expenses incurred in traveling between the City of Marysville and the location to which venue has been changed as follows:

- a) For reasonable and necessary travel by Attorney, his investigator, any member(s) of his staff, not to exceed a total of three (3) persons, or by any witness when said witness does not receive a mileage allowance as a matter of law. Said reimbursement shall be at the rate reimbursed to the District Attorney's Office or, if no such rate is established, at the prevailing rate allowed private taxpayers by the IRS for

each mile driven in the individual's privately owned automobile; provided, however, that in no case shall the cost of travel exceed the cost of available public transportation plus necessary incidental expenses related to the use of such public transportation.

b) For the reasonable and necessary cost of lodging and meals during the course of the trial by Attorney, investigator or any member(s) of his staff not to exceed a total of three (3) persons per diem.

Except as provided immediately above, Attorney shall be entitled to no additional fee, compensation or reimbursement in such cases.

C. ADDITIONAL SERVICES

4.0 The following services may be performed by Attorney at his sole discretion and expense, at no charge to the County:

a) Intervention prior to appointment in criminal or quasi-criminal cases where professional judgment deems such intervention desirable.

b) Legal representation at the appellate level except as required by statute, rule or regulation.

c) Prosecution of extraordinary writs.

d) Other legal or quasi-legal proceedings including, but not restricted to, administrative hearings, civil contempt proceedings, sealing or expungement of records, or school disciplinary proceedings.

D. SPECIAL COUNSEL

5.0 County shall bear the cost of special counsel appointed by the Court where such appointments are occasioned by bringing mass criminal charges resulting from

natural disaster or civil disorder. County shall also bear the cost of special counsel with an expertise in DNA when deemed reasonable and necessary by the Court.

6.0 Where special counsel is appointed by the Court as a result of:

a) The trial Judge's determination that the Attorney has not provided effective and adequate legal representation; or,

b) Attorney's failure or inability to appear, unless due to a conflict of interest, the fees assessed against the County of the payment of such counsel shall be charged to and reimbursed by Attorney. The parties agree that such fees will be deducted from future monies otherwise due Attorney under this contract.

E. RETENTION OF INVESTIGATOR

7.0 Attorney shall hire one full-time investigator or enter into a fixed sum contract with one full-time investigator, who shall provide investigations required by Attorney under provisions of this Agreement. If additional investigation services are necessary, Attorney shall comply with the provisions of 8.0. Compensation for investigative services in capital cases shall be provided pursuant to Penal Code section 987.9.

F. OTHER EXPENSES

8.0 Unless payable by the Court, County shall pay all required and necessary witness fees, including expert witnesses, and for the services of Court authorized laboratories, forensic services, medical or other technical experts, and any other Court ordered expenses deemed reasonable and necessary by the Court. The cost of discovery required by law or court order is not an additional charge against the County.

G. COMPENSATION

9.0 Compensation shall be provided monthly in the following manner:

a) From July 1, 2014 to June 30, 2015, County shall pay Attorney at the rate of Sixty Six Thousand, Four Hundred, and Seventy Four Dollars (\$66,474).

b) From July 1, 2015 to June 30, 2016, County shall pay Attorney at the rate of Sixty Seven Thousand, Eight Hundred, and Three Dollars (\$67,803).

c) From July 1, 2016 to June 30, 2017, County shall pay Attorney at the rate of Sixty Nine Thousand, Eight Hundred, and Thirty-Seven Dollars (\$69,837).

d) Said monthly amounts are payable in full on or before the thirteenth (13th) day of each month. Prior to receiving payment, Attorney shall, five (5) working days prior to the thirteenth (13th) day, submit a County Claim to the County Administrator in the appropriate amount for all services and other charges under this contract which Attorney may have rendered during the pay period set forth herein.

e) Attorney shall be entitled to no additional compensation or reimbursement for any cost(s) incurred by Attorney in providing services required by this contract other than as provided herein.

f) Attorney and County agree that the price of the Contract is based on current staffing needs. In the event that staffing needs change as a result of state initiative, Court modifications or adoptions of new programs not presently contemplated, the parties agree to negotiate and adjust the price and terms of the Contract accordingly.

H. COPY MACHINE

10.0 Attorney shall have access to the County photocopy machines and shall reimburse County for all reproductions on said machine at the rate per page established by County for County departments.

I. RECORDS

11.0 Attorney shall keep such records and mail such application to Court as may be required (i) to enable the Court in appropriate proceedings to determine the amount of reasonable attorney's fees for the purposes of assessment of costs pursuant to section 987.8 of the Penal Code, (ii) to enable County to obtain reimbursement under the provisions of section 987.4 of the Penal Code for legal services furnished to certain minors, (iii) to enable County to obtain reimbursement from the State of California under the provisions of sections 15200 to 15204 of the Government Code and (iv) as otherwise required by County to determine caseload. Such records shall be provided for each case and shall include, but not limited to, an itemized accounting of hours spent by Attorney, support staff, investigators or other individuals, associated charges, and any other related charges incurred in the defense of said case. In addition, Attorney shall submit a monthly report to the County Administrator providing for the number of new assignments or appointments, cases closed that month, conflicts, revocation proceedings involving persons subject to state parole, amounts received for AB 109, and SB 90 cases.

J. AVOIDANCE OF CONFLICTS

12.0 Attorney represents and warrants to the County that, while this Contract is in effect, the performance of the legal services under Contract shall be the priority business of Attorney and any associates or employees of Attorney. Neither Attorney,

associate nor any member of a new partnership office of which Attorney is a member will engage in private criminal practice in Yuba County, but may engage in private criminal practices in other counties. Attorney covenants to decline to advise or represent clients, or undertake cases or legal projects, which foreseeably could conflict with services under this Contract.

K. INSURANCE REQUIREMENTS

13.0 Attorney 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.

L. INDEPENDENT CONTRACTOR

14.0 For all purposes arising under this Agreement, Attorney shall be an independent contractor as provided by law; and Attorney and each and every employee, agent, servant, partner, shareholder, contractor and subcontractor of Attorney shall not be, for any purpose of this Agreement, an employee of the County. Furthermore, this Agreement shall not under any circumstances be construed or considered to be a joint venture or a joint powers agreement as described in Government Code section 6000 et seq., or otherwise. As an independent contractor, the following shall apply under this agreement:

a) Attorney shall determine the method, details and means of performing the services to be provided by Attorney as described in this Agreement.

b) Attorney shall be responsible to County for the requirements and results specified by this Agreement and shall not be subject to County's control with respect to

the means, method, physical actions or activities of Attorney in fulfillment of the requirements of this Agreement.

c) Attorney is not, and shall not be, entitled to receive from, or through County, and County shall not provide, or be obligated to provide Attorney with Workers Compensation coverage, Unemployment Insurance coverage or any other type of employment of worker insurance or benefit coverage required by any federal, state, or local law or regulation for, or normally afforded to, any employee of County.

d) Attorney shall not be entitled to have County withhold or pay, and County shall not withhold pay, on behalf of Attorney, any tax or money relating to Social Security Old Age Pension Program, Social Security Disability program or any other type of pension, annuity or disability program required or provided by any federal, state, local law or regulation for, or normally afforded to, an employee of the County.

e) Attorney shall not be entitled to participate in, or receive any benefit from, or make any claim against, any County fringe benefit program, including, but not limited to, County's pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program, plan or coverage designated for, provided to, or offered to County employees.

f) County shall not withhold or pay, on behalf of Attorney, any federal, state or local tax including, but not limited to, any personal income tax, owed by Attorney.

g) Attorney, at all times for the duration of the Agreement, shall represent and conduct himself as an independent contractor and not as an employee of the County.

h) Attorney shall not have the authority, express or implied, to act on behalf of, bind or obligate County or any County department, County agent or County employee in any way without the written consent of the County.

M. CONTINUATION OF REPRESENTATION

15.0 Attorney shall carry to conclusion all matters pending at the expiration or termination of this Contract as to which the Court refuses to relieve the Attorney, or his staff of representation. Compensation for such continued services shall be set by the Judge in accordance with Penal Code section 987.3. As to all other cases then pending and for which the Court is willing to authorize a substitution of counsel for any new attorney providing Public Defender services, Attorney shall be relieved of his obligation to provide further representation at the expiration of this Agreement. At such expiration, Attorney agrees to assign all existing open and closed cases, files, and records to the successor Public Defender.

N. TERMS AND TERMINATION

16.0 This Contract shall take effect July 1, 2014 and shall continue until June 30, 2017. This Contract cannot be terminated at any time prior to its termination date except by mutual consent or by breach of either party. Such breach by Attorney for termination by County shall include, but shall not be limited to: the breach of any covenant; the refusal of the Courts to appoint Attorney or one of his associates to any case covered by this Contract for any reason other than a conflict of interest; the loss or suspension of the ability to practice law in this state for any reason. Such breach by County for termination by Attorney shall include, but shall not be limited to, failure of County to timely provide payment.

16.1 Attorney shall have the option to continue Contract for two (2) additional years upon agreement to terms by both parties. Attorney shall notify the County of Attorney's desire to continue Contract for the option period by notifying the Board of Supervisors in writing before the end of January of the year of the termination of Contract.

16.2 The parties understand and agree that during the term of this Contract, County may solicit proposals for the provision of Public Defender Attorney Services to continue at the conclusion of this Agreement.

O. COST OF SUIT

17.0 Attorney and County agree in the event that any action, suit or proceeding is commenced to compel the performance of this Contract or to seek damages for breach hereof, the prevailing party shall be entitled to reasonable attorney's fees to be awarded and fixed by the Court, to be taxed as costs and to be included in any judgment rendered.

P. ENTIRE AGREEMENT AND AMENDMENT

18.0 This Contract contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto. Any contract currently in existence between the parties is hereby terminated and applicable notice provisions, if any, are waived. No addition or alteration of the terms of this Contract, whether written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment of this Contract and formally approved by the parties by a document equal in dignity to the execution hereof.

Q. ASSIGNMENT

19.0 This Contract and the rights and duties hereunder shall not be assigned by Attorney, either in whole or in part, except as expressly provided herein without the prior express written consent of County.

R. NOTICE

20.0 Any notice required to be given hereunder shall be deemed given when deposited in the United States mail, postage fully prepaid, and addressed as follows:

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

ATTORNEY: Brian J. Davis
303 Sixth Street
Marysville, CA 95901

S. STANDARDS OF REPRESENTATION

21.0 Attorney shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. Federal and State Constitutions require provision of competent counsel in criminal cases. In California, the test for determining competency of counsel in criminal cases is that of a “reasonably competent attorney acting as a diligent, conscientious advocate.” (*People v. Pope* (1979) 23 Cal 3d 412). Attorney agrees to provide competent legal services in conformity with the above standard. Specifically, the following duties and responsibilities of counsel as set forth in prior Court decisions and professional standards will be observed:

“Duty of careful, factual and legal investigation.” See *People v. Ibarra* (1963) 60 Cal 2d 460; *In re Saunders* (1970) 2 Cal 2d 1033; *ABA Standards on the Defense*

Function (“ABA Standards”), section 4.1. Duty to take prompt action to protect a client’s legal rights. See ABA Standards, section 3.6(a). Duty to keep client informed. See ABA Standards, section 3.8. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. See ABA Standards, section 7.2(a) and (b). Duty to know and explore sentencing alternatives. See ABA Standards, section 8.1(b). Duty to Advise concerning appeals. See ABA Standards, section 8.2(a). Duty not to accept more cases than can be competently handled. See Martin v. State Bar (1978) 20 Cal 3d 717. Duty to not handle a legal matter which attorney knows or should know that he/she is not competent to handle. See ABA, Code of Professional Responsibility, Canon 6, Disciplinary Rule 6-101(a). Duty to maintain client confidence and secrets.

T. INTERPRETATION OF AGREEMENT

22.0 No inference in the interpretation or construction of this Contract is to be drawn or given because of the fact that it has been drafted by County. Each party agrees and represents that this Contract resulted from an equal bargaining position and that it reflects the entire understanding and agreement between the parties on those matters to which it relates.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first above shown.

ATTEST

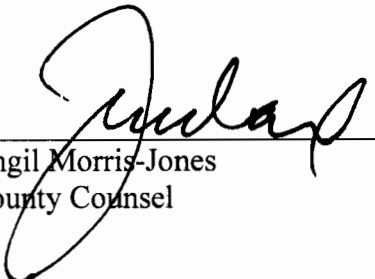
COUNTY OF YUBA

Donna Stottlemeyer,
Clerk of the Board of Supervisors

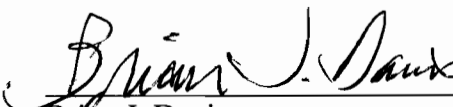
John Nicoletti, Chairman
Board of Supervisors

APPROVED AS TO FORM

ATTORNEY



Angil Morris-Jones
County Counsel



Brian J. Davis

ATTACHMENT A – INSURANCE PROVISIONS

ATTORNEY 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 ATTORNEY, 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 ATTORNEY 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 ATTORNEY’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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 ATTORNEY; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ATTORNEY 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 ATTORNEY'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, ATTORNEY'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 ATTORNEY'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

ATTORNEY hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said ATTORNEY may acquire against COUNTY by virtue of the payment of any loss under such insurance. ATTORNEY 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 ATTORNEY 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, ATTORNEY must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

ATTORNEY 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 ATTORNEY'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

ATTORNEY 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.

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*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434

915 8th Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

DATE: May 13, 2014

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
Jeremy Strang, Division Manager
John Rohrbach, Code Enforcement Officer

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 1878 E. Eleventh Avenue, Olivehurst CA 95961 and to Authorize Recording an Abatement Lien.

RECOMMENDATION: Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and penalties and the recording of a lien regarding the subject address.

BACKGROUND: Assessor's Parcel # 013-340-001 is located at 1878 E. Eleventh Avenue, Olivehurst, CA 95961, and is owned by Merrill M. Cooper and Audrey M. Cooper; the property owners are deceased. On February 6th, 2013, The Estate of Merrill M. Cooper and Audrey M. Cooper and David F. Cooper, surviving relative of the property owners, were served with a Notice & Order to Abate Public Nuisance ordering them to correct or remove violations consisting of; the storage of inoperative vehicles, automotive parts, junk, trash and debris; the maintenance of an environment for the propagation and harborage of vector and vermin; creating a visual blight.

Neither David F. Cooper, nor other parties of interest requested a hearing to show cause why the use of the property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. On March 22, 2013, an inspection completed by Code Enforcement Officer John Rohrbach confirmed that the violations had been corrected and/or removed by David F. Cooper pursuant to the Notice and Order to Abate Public Nuisance. The demand for payment sent to The Estate of Merrill M. Cooper & Audrey M. Cooper and to David F. Cooper remains unpaid, the total due now being \$7,432.68. Please refer to Attachment A for the Cost Accounting.

The Estate of Merrill M. Cooper and Audrey M. Cooper, C/O David F. Cooper has been given written notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

DISCUSSION: This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

COMMITTEE ACTION: None required.

FISCAL IMPACT: Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

HEARING TO ASSESS PROPERTY AND RECORD
NOTICE OF ABATEMENT LIEN
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

COUNTY OF YUBA,)	CASE NO.	CE11-0336
)		
Plaintiff,	)	RE:	1878 E. Eleventh Avenue
	)		Olivehurst CA 95961
vs.)		
The Estate of	)	APN:	013-340-001
Merrill M.Cooper and)		
Audrey M. Cooper	)	FINDINGS OF FACT	
	)	CONCLUSIONS OF LAW	
Defendant.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 013-340-001 is located at 1878 E. Eleventh Avenue, Olivehurst CA 95961, and is owned by Merrill M. Cooper & Audrey M. Cooper; the property owners are deceased.
2. On February 6, 2013, The Estate of Merrill M. Cooper and Audrey M. Cooper, and David F. Cooper, surviving relative of the property owners, were served with a Notice & Order to Abate Public Nuisance ordering them to correct or remove violations consisting of; the storage of inoperative vehicles, automotive parts, junk, trash and debris; the maintenance of an environment for the propagation and harborage of vector and vermin; creating visual blight.
3. Neither David F. Cooper, nor any other parties of interest requested a hearing to show cause why the use of the property should not found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code.
4. On March 22, 2013, an inspection completed by Code Enforcement Officer John Rohrbach confirmed that the violations had been corrected and/or removed by David F. Cooper pursuant to the Notice and Order to Abate Public Nuisance.
5. The Estate of Merrill M. Cooper and Audrey M. Cooper, C/O David F. Cooper was served with written notice of this hearing.

6. A hearing was held on May 13, 2014 to assess the cost of abating the public nuisance and to determine if the administrative and abatement costs and penalties should be made a lien on said property.
 - a. A one page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the hearing by Jeremy Strang, Code Enforcement Division Manager.
 - b. The property owners are deceased. David F. Cooper, surviving relative of property owners was ☐; was not ☐ present.
7. The administrative and abatement costs and penalties incurred total: \$7,432.68.

CONCLUSIONS OF LAW

1. As Merrill M. Cooper and Audrey M. Cooper are deceased, notice was properly sent to David F. Cooper to appear before the Board of Supervisors on May 13, 2014 at 9:30a.m. to show cause, if any, why the administrative and abatement costs and penalties for the property located at 1878 E. Eleventh Avenue, Olivehurst, CA, APN 013-340-001, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and abatement costs and penalties regarding APN 013-340-001 were properly incurred in the amount of \$7,432.68 and the property and its owners bear the costs of same.

ORDERS

1. It is hereby found and ordered that the administrative and abatement costs and penalties to date incurred by the County of Yuba in the amount of \$7,432.68 shall be an assessment against the property located at 1878 E. Eleventh Avenue, Olivehurst, CA, APN 013-340-001.
2. It is hereby found and ordered that administrative and abatement costs and penalties shall be assessed against the property as provided by Government Code Section 25845(d) and that a Notice of Abatement Lien of administrative costs and abatement costs and penalties shall be recorded as authorized by Government Code Section 25845(e).
3. Payment pursuant to these orders shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.
4. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.
5. Notice of these Orders shall be mailed with a Proof of Service to the owners of the property.

6. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 13th day of May, 2014, by the following vote:

AYES:

NOES:

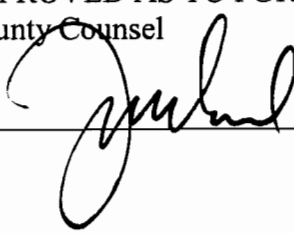
ABSENT:

ABSTAIN:

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

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: May 13, 2014

Case #: CE11-0336

APN: 013-340-001

Owner: The Estate of Merrill M. Cooper and Audrey M. Cooper
C/O David F. Cooper

Situs: 1878 E. Eleventh Avenue, Olivehurst CA 95961

Date	Reason for Charge	Hours	Total
2/12/2013	Phone Call from Property Owner	.25	\$ 26.25
2/26/2013	Phone Call to Property Owner	.25	26.25
2/27/2013	Phone Call from Property Owner	.25	26.25
2/28/2013	Prepared & Mailed Follow Up Letter	.50	52.50
3/6/2013	Reinspection	.50	52.50
3/7/2013	Prepared & Mailed 2 nd Follow Up Letter	.50	52.50
3/13/2013	Reinspection	.50	52.50
3/13/2013	Phone Call from Ms. Carroll to CE Division Manager	.25	26.25
3/18/2013	Prepared & Mailed 3 rd Follow Up Letter	.50	52.50
3/22/2013	Final Reinspection	.50	52.50
4/9/2013	Prepared & Mailed Demand for Payment & Cover Letter	0.00	0.00
	Total Staff Hours Billed	4.00	\$ 420.00
3/14/2013	Notice of NonCompliance		105.00
3/14/2013	CDSA Recorded Document Processing Fee		52.00
3/22/2013	Administrative Penalties @ \$90.00 Per Day (February 22, 2013 thru March 22, 2013.)		2,610.00
4/9/2013	Unpaid Billing Statement #526		2,073.75
5/13/2014	Cost Accounting Hearing Before Board of Supervisors		1,380.00
5/13/2014	Notice of Compliance		138.00
5/13/2014	Release of Abatement Lien		138.00
5/13/2014	CDSA Recorded Document Processing Fee, Two Documents		138.00
5/13/2014	Recording Fee, Two Documents		24.00
5/13/2014	CDSA Support Fee (5%)		353.93
		Total	\$ 7,432.68



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8th Street, Suite 123, Marysville, California 95901

The Estate of Merrill M. & Audrey M. Cooper
C/O David F. Cooper
1878 E. Eleventh Avenue
Olivehurst CA 95961

NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8th Street, Marysville, California, in the Board of Supervisors Chambers, on May 13, 2014, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 1878 E. Eleventh Avenue, Olivehurst CA, APN 013-340-001, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: April 25, 2014

Certified Mail # 7007 1490 0001 7531 1534

Enclosure: Cost Accounting, Attachment A

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY: _____

John Rohrbach

Attachment B

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



BUILDING
 749-5440 • Fax 749-5616

CODE ENFORCEMENT
 749-5455 • Fax 749-5464

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

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

PLANNING
 749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
 749-5430 • Fax 749-5434

DATE: May 13, 2014

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
 Jeremy Strang, Division Manager

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 4323 Angelica Way, Olivehurst, CA and to Authorize Recording an Abatement Lien.

RECOMMENDATION: Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and penalties and the recording of a lien regarding the subject address.

BACKGROUND: On November 7, 2012, property owners Jose Luis and Beatrice Martinez together with Bank of America N.A. ("B of A") were served with a Notice and Order to Abate Public Nuisance ("Notice & Order"), ordering them to correct or remove code violations consisting of a vacant, unsecured dwelling and garage; overgrown weeds and vegetation; and the maintenance of a rat harborage.

Neither Jose Luis, Beatrice Martinez or B of A requested a hearing to show cause why the use of the property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did they correct and/or remove the violations as ordered. On April 12, 2013, an inspection performed at the request of B of A, showed that the violations as enumerated in the Notice and Order had been corrected and the property was no longer considered to be a nuisance. On August 1, 2013, B of A gave notice that they no were longer the servicer of the loan and that any correspondence should be directed to Nationstar Mortgage L.L.C. ("Nationstar"). On November 20, 2013, Nationstar was served with notice of the Notice and Order and issued a final Demand for Payment of administrative and abatement costs and penalties associated with the abatement of the public nuisance. The Demand for Payment remains unpaid the total due now being \$14,998.70. Please refer to Attachment A for the Cost Accounting.

Nationstar has been given written notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

DISCUSSION: This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

COMMITTEE ACTION: None required.

FISCAL IMPACT: Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

HEARING TO ASSESS PROPERTY AND RECORD
NOTICE OF ABATEMENT LIEN
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

COUNTY OF YUBA,)	CASE NO.	CE12-0341
)		
Plaintiff,	)	RE:	4323 Angelica Way
	)		Olivehurst, CA
vs.)		
	)	APN:	013-680-034
Jose Luis Martinez)		
Beatrice Martinez	)	FINDINGS OF FACT	
Nationstar Mortgage LLC	)	CONCLUSIONS OF LAW	
Defendant.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 013-680-034 is located at 4323 Angelica Way, Olivehurst, CA 95961, and is owned by Jose Luis Martinez & Beatrice Martinez.
2. On November 7, 2012, property owners Jose Luis Martinez & Beatrice Martinez together Bank of America N.A. ("B of A") were served with a Notice and Order to Abate Public Nuisance ("Notice & Order"), ordering them to correct or remove code violations consisting of a vacant, unsecured dwelling and garage; overgrown weeds and vegetation; and the maintenance of a rat harborage.
3. Neither Jose Luis Martinez, Beatrice Martinez or Bank of America requested a hearing to show cause why the use of the property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did they correct and/or remove the violations as ordered.
4. On April 12, 2013, an inspection performed at the request of B of A, showed that the violations as enumerated in the Notice and Order had been corrected and the property was no longer considered to be a nuisance
5. On August 1, 2013, B of A gave notice that they were no longer the servicer of the loan and that any correspondence should be directed to Nationstar Mortgage L.L.C. ("Nationstar"). On November 20, 2013, Nationstar was served with notice of the Notice and Order and issued a final Demand for Payment of administrative and abatement costs and penalties associated with the abatement of the public nuisance.
6. The property owners Nationstar has been served with written notice of this hearing.

7. A Hearing was held on May 13, 2014 to assess the costs of abating the public nuisances and to determine if the administrative and abatement costs and penalties should be made a lien on said property.
 - (a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.
 - (b) The owners, Nationstar were () were not () present.
8. The administrative and abatement costs and penalties incurred totaled: \$14,998.70.

CONCLUSIONS OF LAW

1. Nationstar was properly notified to appear before the Board of Supervisors on May 13, 2014 at 9:30am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 4323 Angelica Way, Olivehurst, CA, APN 013-680-034, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and abatement costs and penalties regarding APN 013-680-034 were properly incurred in the amount of \$14,998.70 and the property and its owners bear the costs of same.

ORDERS

1. It is hereby found and ordered that the administrative and abatement costs and penalties to date incurred by the County of Yuba in the amount of \$14,998.70 shall be an assessment against the property located at 4323 Angelica Way, Olivehurst, CA, APN 013-680-034.
2. It is hereby found and ordered that administrative and abatement costs and penalties shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and abatement costs and penalties shall be recorded as authorized by Government Code Section 25845(e).
3. Payment pursuant to these orders shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.
4. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

5. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
6. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 13th day of May 2014, by the following vote:

AYES:

NOES:

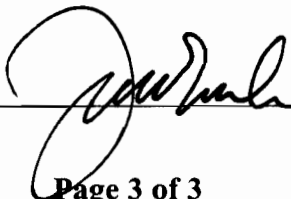
ABSENT:

ABSTAIN:

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

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



Page 3 of 3

YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: May 13, 2014

Case #: CE12-0341

APN: 013-680-034

Owner: Nationstar

Situs: 4323 Angelica Way, Olivehurst CA

Date	Reason for Charge	Hours	Total
10/25/2012	Initial Inspection	.50	\$ 52.50
10/26/2012	Received Complaint, Opened Case	.50	52.50
10/29/2012	Posted Unsafe to Occupy	.50	52.50
11/7/2012	Billing Statement Prepared (Mailed with Notice & Order)	.50	52.50
2/13/2013	Reinspection	.50	52.50
4/9/2013	Email to Dawn Minor; Bank of America	.50	52.50
4/12/2013	Reinspection, Verify Compliance	.50	52.50
4/29/2013	Prepared Demand for Payment to Bank of America	.50	0.00
6/10/2013	Emailed Demand for Payment to Bank of America; 3 Emails	1.00	138.00
11/20/2013	Mailed Follow Up Letter to Nationstar Mortgage RE: Demand and Notice & Order to Abate	1.00	138.00
12/17/2013	Email to Safeguard Properties (De'Andre Johnson) RE: Demand and Notice & Order to Abate	.25	34.50
2/3/2014	2 nd Email to Safeguard Properties (Khristina Wood) RE: Demand and Notice & Order to Abate	.25	34.50
2/18/2014	3 rd Email to Safeguard Properties (Nikolas Ladon) RE: Demand and Notice & Order to Abate	.50	69.00
2/27/2014	Phone Call from Safeguard Properties (Megan) RE: Unsafe to Occupy Posting	.25	34.50
Total Staff Hours Billed		7.25	\$ 816.00
10/29/2012	Notice of NonCompliance		105.00
10/29/2012	CDSA Processing Fee		52.00
11/7/2012	Notice & Order to Abate Public Nuisance		1,050.00
4/12/2013	Administrative Penalty @\$74.00 Per Day; 141 Days (November 8, 2012 thru April 12, 2013)		10,434.00
5/13/2014	Cost Accounting Hearing, Before Board of Supervisors		1,380.00
5/13/2014	Release of Abatement Lien		138.00
5/13/2014	Notice of Compliance		138.00
5/13/2014	CDSA Processing Fee, Two Document		138.00
5/13/2014	Recordation Fee, Two Documents		24.00
5/13/2014	CDSA Support Fee (5%)		713.70
		Total	\$14,998.70



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8th Street, Suite 123, Marysville, California 95901

Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8th Street, Marysville, California, in the Board of Supervisors Chambers, on May 13, 2014, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 4323 Angelica Way, Olivehurst CA, APN 013-680-034, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: April 25, 2014

Certified Mail # 7007 1490 0001 7531 1527

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY: _____

Jeremy Strang

Attachment B

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434

915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



BUILDING
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CODE ENFORCEMENT
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HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

DATE: May 13, 2014

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
Jeremy Strang, Division Manager
John Jacenich, Code Enforcement Officer

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 4931 Olivehurst Avenue, Olivehurst, CA and to Authorize Recording an Abatement Lien.

RECOMMENDATION: Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and the recording of a lien regarding the subject address.

BACKGROUND: On October 17, 2012, property owner Yu Jen Hu was served with a Notice and Order to Abate Public Nuisance ordering her to correct or remove code violations consisting of a substandard and dangerous mobilehome; an unpermitted accessory structure; the accumulation and storage of junk, trash and debris; the maintenance of a rat harborage; and creating an attractive nuisance to children, vagrants and criminals.

Yu Jen Hu did not request a hearing to show cause why the use of her property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did she correct or remove the violations as ordered, the result being that Code Enforcement personnel oversaw the abatement of the violations on December 10, 2012. The demand for payment sent to Yu Jen Hu remains unpaid, the total due now being \$11,713.92. Please refer to Attachment A for the Cost Accounting.

Yu Jen Hu has been given written notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

DISCUSSION: This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs reflected in Attachment A are accurate and reasonable and whether such costs should be assessed and a lien recorded.

COMMITTEE ACTION: None required.

FISCAL IMPACT: Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

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HEARING TO ASSESS PROPERTY AND RECORD
NOTICE OF ABATEMENT LIEN
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	CE10-0135
)		
Plaintiff,	)	RE:	4931 Olivehurst Avenue
	)		Olivehurst, CA
vs.)		
	)	APN:	013-081-023
Yu Jen Hu)		
)		
)		
Defendant.)		

FINDINGS OF FACT
CONCLUSIONS OF LAW
ORDERS OF THE BOARD OF SUPERVISORS

FINDINGS OF FACT

1. Assessor's Parcel # 013-081-023 is located at 4931 Olivehurst Avenue, Olivehurst, CA 95961, and is owned by Yu Jen Hu.
2. On October 17, 2012, property owner Yu Jen Hu was served with a Notice and Order to Abate Public Nuisance ordering her to correct or remove code violations consisting of a substandard and dangerous mobilehome; an unpermitted accessory structure; the accumulation and storage of junk, trash and debris; the maintenance of a rat harborage; and creating an attractive nuisance to children, vagrants and criminals.
3. Yu Jen Hu did not request a hearing to show cause why the use of her property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did she abate the violations as ordered.
4. On December 10, 2012, the property was abated by the Code Enforcement Division for the County of Yuba pursuant to the Notice and Order to Abate Public Nuisance.
5. The property owner Yu Jen Hu was served with written notice of this hearing.
6. A Hearing was held on May 13, 2014 to assess the costs of abating the public nuisances and to determine if the administrative and abatement costs should be made a lien on said property.

(a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.

(b) The owner, Yu Jen Hu was () was not () present.

7. The administrative and abatement costs incurred totaled: \$11,713.92.

CONCLUSIONS OF LAW

1. Yu Jen Hu was properly notified to appear before the Board of Supervisors on May 13, 2014 at 9:30 am to show cause, if any, why the administrative and abatement costs for the property located at 4931 Olivehurst Avenue, Olivehurst, CA, APN 95961, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and abatement costs regarding APN 013-081-023 were properly incurred in the amount of \$11,713.92 and the property and its owner bear the costs of same.

ORDERS

1. It is hereby found and ordered that the administrative and abatement costs to date incurred by the County of Yuba in the amount of \$11,713.92 shall be an assessment against the property located at 4931 Olivehurst Avenue, Olivehurst, CA, APN 013-081-023.
2. It is hereby found and ordered that administrative and abatement costs shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and abatement costs shall be recorded as authorized by Government Code Section 25845(e).
3. Payment pursuant to these orders shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.
4. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

5. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
6. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 13th day of May 2014, by the following vote:

AYES:

NOES:

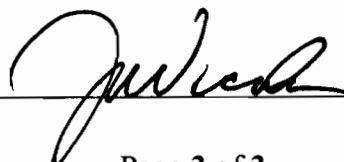
ABSENT:

ABSTAIN:

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

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



Page 3 of 3

YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: May 13, 2014

Case #: CE10-0135

APN: 013-081-023

Owner: Yu Jen Hu

Situs: 4931 Olivehurst Avenue, Olivehurst CA

Date	Reason for Charge	Hours	Total
3/30/2010	Initial Inspection	.50	\$ 52.50
4/20/2010	Conference with Code Enforcement Supervisor	.50	52.50
4/20/2010	Reinspection	.50	52.50
5/18/2010	Phone Call; Property Owner	.25	26.25
5/19/2010	Notice of Violation	1.00	105.00
8/16/2010	Reinspection	.50	52.50
8/16/2010	Conference	.50	52.50
8/18/2010	Reinspection	1.00	105.00
8/23/2010	Conference with Code Enforcement Supervisor	.50	52.50
8/26/2010	Conference with Planning Department	.50	52.50
10/11/2010	Reinspection	.50	52.50
10/11/2010	Conference with Code Enforcement Supervisor	.50	52.50
10/13/2010	Office Visit	.50	52.50
10/13/2010	Reinspection	1.00	105.00
10/14/2010	Reinspection	.50	52.50
10/14/2010	Phone Call to Property Owner	.25	26.25
10/18/2010	Office Visit	.50	52.50
10/20/2010	2 nd Notice of Violation	1.00	105.00
12/3/2010	Reinspection	.50	52.50
1/21/2011	Reinspection	.50	52.50
3/3/2011	Reinspection	.50	52.50
3/7/2011	Conference with Code Enforcement Supervisor	.50	52.50
3/14/2011	Reinspection	.50	52.50
4/18/2011	Reinspection	.50	52.50
5/25/2011	Reinspection	.50	52.50
7/7/2011	Reinspection	.50	52.50
8/11/2011	Reinspection	.50	52.50
8/12/2011	Conference with Code Enforcement Supervisor	.50	52.50
9/21/2011	Reinspection	.50	52.50
11/16/2011	Reinspection	.50	52.50
12/6/2011	Reinspection	.50	52.50
12/20/2011	Reinspection	.50	52.50
1/19/2012	Reinspection	.50	52.50

5/18/2012	Reinspection	.50	52.50
7/2/2012	Office Visit	.50	52.50
7/3/2012	Reinspection	.50	52.50
7/16/2012	Reinspection	.50	52.50
7/17/2012	Phone Call to Property Owner	.25	26.25
8/8/2012	Inspection with Yuba County Sheriff's Dept	1.00	105.00
8/13/2012	Reinspection	.50	52.50
9/28/2012	Reinspection with Yuba County Sheriff's Dept	.50	52.50
10/4/2012	Reinspection with Yuba County Sheriff's Dept	.50	52.50
10/15/2012	Prepared Billing Statement #502	1.00	105.00
10/29/2012	Office Visit with Property Owner's Representative	.50	52.50
10/29/2012	Reinspection	.50	52.50
12/7/2012	Phone Call with Abatement Contractor	.25	26.25
12/10/2012	Conduct Abatement	5.00	525.00
12/11/2012	Reinspection; Took Photos	.50	52.50
3/25/2013	Prepared & Mailed Demand for Payment & Cover Letter	0.00	0.00
	Total Staff Hours Billed	30.5	\$ 3,202.50
10/15/2012	Notice and Order to Abate Public Nuisance		1,050.00
12/17/2012	Reimburse Contractor (GW Demolition)		4,928.62
3/21/2013	Notice of NonCompliance		105.00
3/25/2013	CDSA Processing Fee; Recorded Document		52.00
5/3/2013	Payment Received		(50.00)
5/13/2014	Cost Accounting Hearing Before Board of Supervisors		1,380.00
5/13/2014	Notice of Compliance		138.00
5/13/2014	Release of Abatement Lien		138.00
5/13/2014	CDSA Processing Fee, Two Documents		138.00
5/13/2014	Recordation Fee, Two Documents		24.00
5/13/2014	CDSA Support Fee (5%)		557.80
		Total	\$11,713.92

Attachment A



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8th Street, Suite 123, Marysville, California 95901

Yu Jen Hu
688 'A' Chula Vista Street
Chula Vista, CA 91910-1379

NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8th Street, Marysville, California, in the Board of Supervisors Chambers, on May 13, 2014, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs for the property located at 4931 Olivehurst Avenue, Olivehurst CA, APN 013-081-023, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs reflected in Attachment A are accurate and reasonable and whether such costs should be assessed and a lien recorded.

Dated: April 25, 2014

Certified Mail # 7007 1490 0001 7531 1503

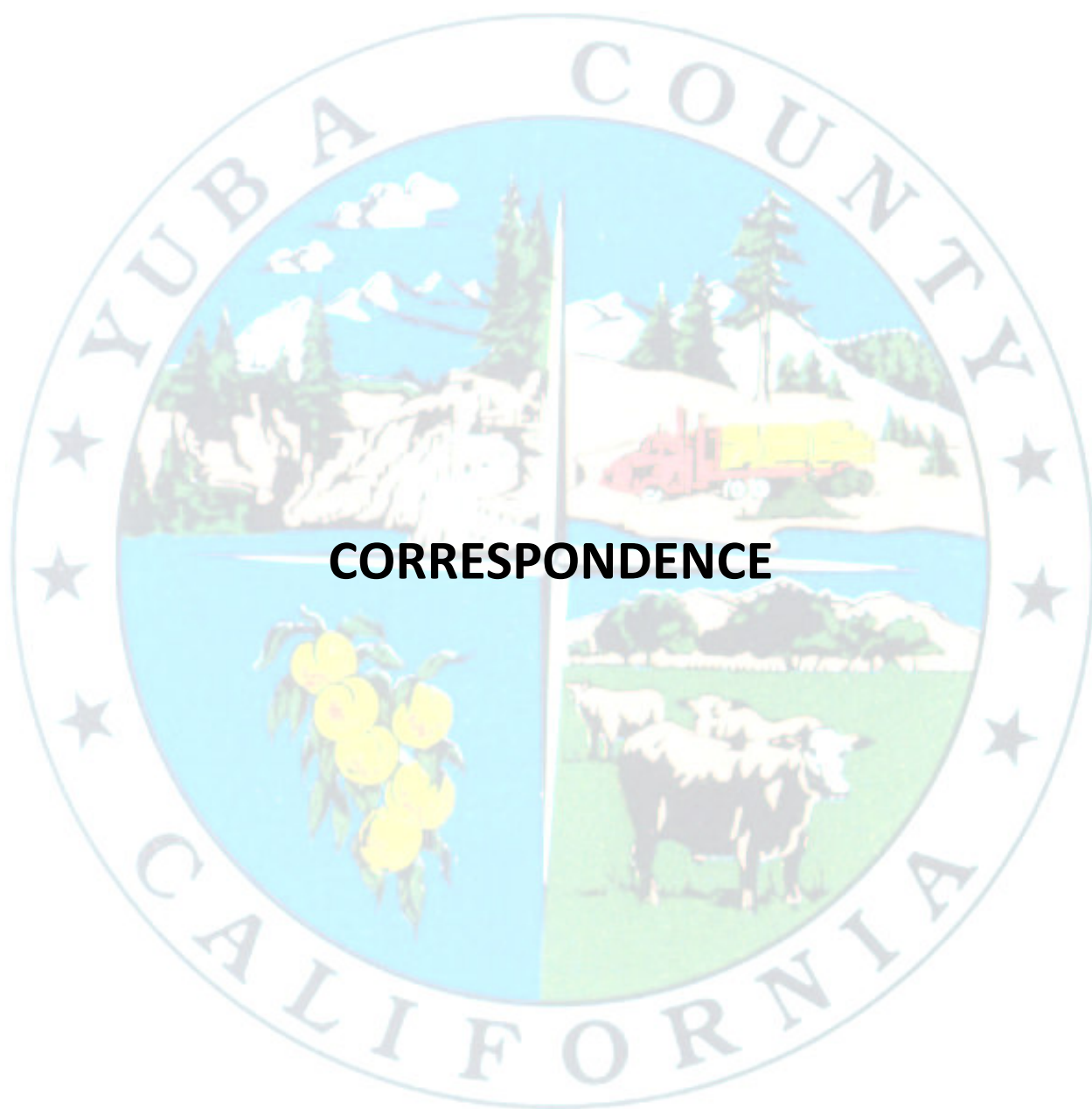
Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY: _____

Jeremy Strang

Attachment B





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Ferris, Rachel

From: NACo Membership [membership@naco.org]
Sent: Thursday, April 24, 2014 1:43 PM
To: Board Comments
Subject: NACo Secures More SCAAP Funding For Your County

Having trouble viewing this email? [Click Here](#)



Dear Donna,

The **National Association of Counties (NACo)** advocates for county issues voted on by officials like you. One of NACo's key federal priorities is annual county funding through the U.S. Justice Department's **State Criminal Alien Assistance Program (SCAAP)**. In fact, NACo works hard to persuade Congress to approve SCAAP funding each year.

Why SCAAP Matters to Counties

SCAAP provides partial reimbursement to states and localities for the costs associated with the incarceration of criminal aliens that are convicted of state and local offenses. Although it is the federal government's responsibility to protect and secure the nation's borders, counties incur millions of dollars in un-reimbursed expenses each year as a result of housing undocumented immigrants that violate state or local laws. Moreover, counties are often responsible for processing and prosecuting illegal aliens, and must provide medical care and other services to these individuals.

As a result of having to house pre-trial and convicted aliens, counties are forced to divert funds from other important local programs in areas such as healthcare, social services, and key public safety-related programs. Counties are concerned that while SCAAP-eligible expenses of local jurisdictions have been rising, the level of reimbursement provided by the federal government remains grossly inadequate. NACo supports full federal reimbursement of state and local costs of incarcerating undocumented criminal aliens.

Currently, Yuba County receives \$139,796 in SCAAP funds. Your NACo dues are only \$1,443. I am writing to ask that you consider joining NACo to support our efforts on your behalf and partner with more than 2,300 counties nationwide on many other critical issues.

In addition to the SCAAP issue, NACo works on other pressing federal policy issues related to counties. This year, we are working on the rewrite of the federal highway and transit bill (MAP 21). We are fighting to protect tax-exempt municipal bonds, rollback unfunded and underfunded federal mandates, and secure final passage of the Marketplace Fairness Act among other issues.

But NACo is more than advocacy. There are numerous other member benefits that can save your county money and resources and also provide savings to your county's residents. Here are a few examples:

- **NACo's Prescription/Health/Dental Discount Programs:** These programs provide significant savings to your county's residents when a prescription or a health service is not covered by insurance or a resident doesn't have insurance. Residents can save up to 75%!
- **U.S. Communities Cooperative Purchasing Program:** Counties can receive significant price savings on key products like office supplies, technology equipment, carpeting, copiers and hundreds of other products. Each contract is bid by a lead public entity, allowing you to achieve significant savings and benefits from a trusted cooperative purchasing program.
- **Grants Clearinghouse:** This service provides you with access to thousands of federal and foundation grant listings available to counties.

There is so much more: free publications, 45 free webinars, forums, conferences....with these benefits NACo membership pays for itself many times over.

NACo values our members and listens to their needs. That is why we retain more than 97 percent of members each year -- one of the highest retention rates in the nation.

To learn more about the benefits and programs NACo brings to your county and your constituents, e-mail us at membership@naco.org or call toll-free at 1.888.407.6226(NACo). **Join now and receive a free conference registration (\$850 value)!**

Don't hesitate! Take action today to join and help ensure that the SCAAP program continues to help your county deliver vital public services.

Sincerely,
Matthew D. Chase
Executive Director
National Association of Counties

P.S. Join today and receive a free conference registration to NACo's Annual Conference in July in Orleans Parish (New Orleans), LA (an \$850 value).

Learn about county membership benefits or how your county government can join NACo, contact NACo membership at 888.407.NACo (6226), membership@naco.org or visit www.naco.org.

HEALTHY, VIBRANT, SAFE, AND RESILIENT COUNTIES ACROSS THE UNITED STATES



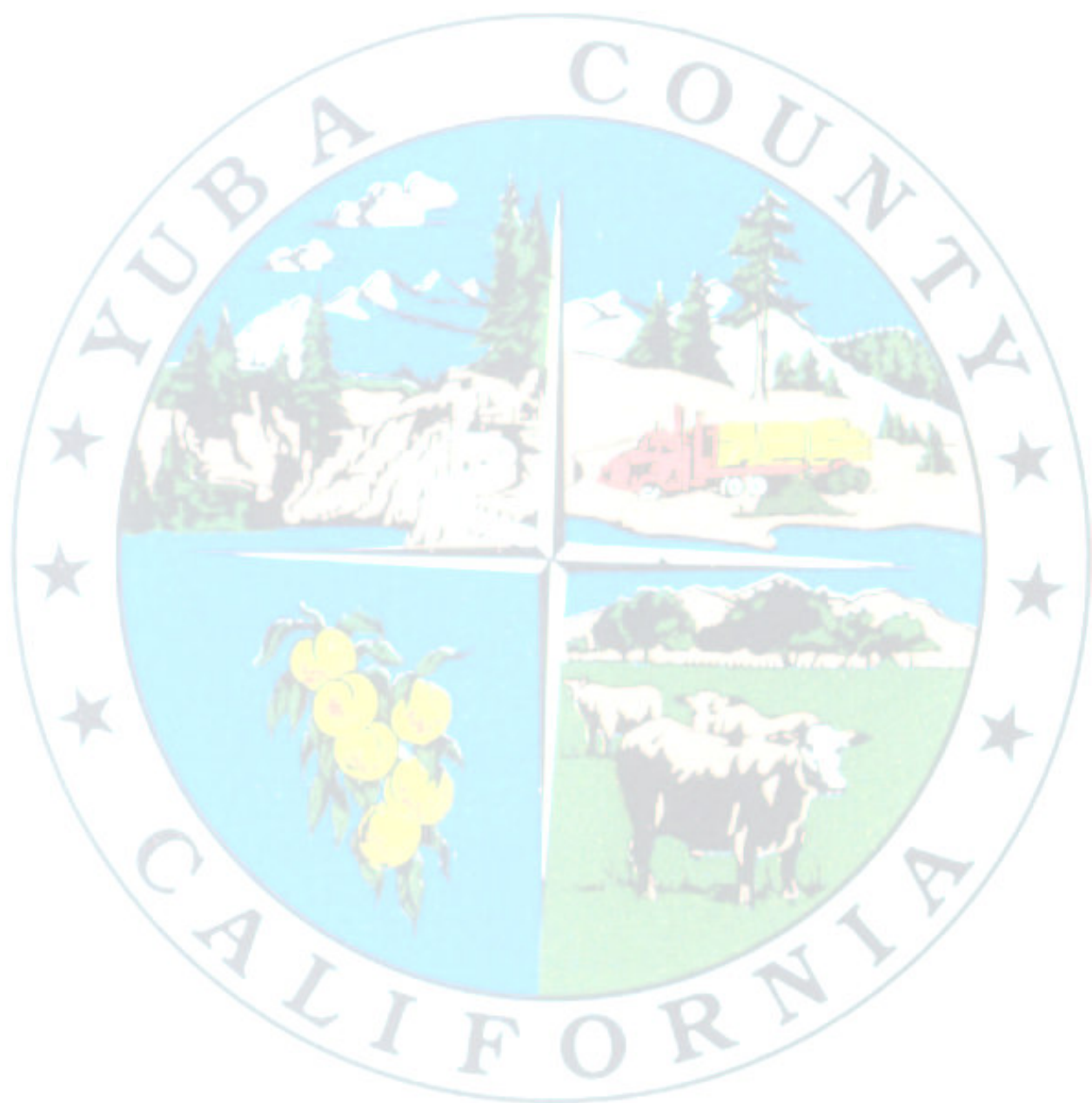
Click [here](#) to unsubscribe

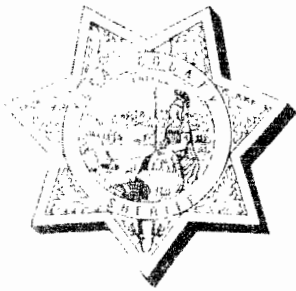
National Association of Counties | Executive Director: Matthew D. Chase
25 Massachusetts Ave NW, Suite 500 | Washington, DC 20001 | Phone: 202.393.6226





LAW AND JUSTICE COMMITTEE





Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

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



May 13, 2014

TO: YUBA COUNTY LAW AND JUSTICE COMMITTEE

FR: STEVEN L. DURFOR, SHERIFF-CORONER *sd*

RE: AGREEMENT FOR PATHOLOGICAL SERVICES

RECOMMENDATION:

Approve the agreement with Placer County Sheriff/Coroner's Office for the provision of pathological services to begin July 1, 2014.

BACKGROUND:

For nearly fifty years, autopsies and other pathological services have been performed primarily by a local physician, Dr. Charles Clement. Dr. Clement continues to serve Yuba County well as he has since Sheriff John Dower hired him in 1955; however, knowing he will one day retire, we have been exploring our alternatives.

DISCUSSION:

The Placer County Coroner's Office operates their own morgue and employs two full-time pathologists. They have the capacity to perform all of our pathological services in addition to their own and have offered to enter into an agreement with us for such services. The agreement provides for them to conduct up to 120 autopsies and related pathological services and requires that we transport bodies to Auburn for the provision of services.

FISCAL IMPACT:

We do not anticipate any additional impact to the General Fund. The unit cost for an autopsy is higher than we were paying Dr. Clement; however, we believe we will be doing fewer autopsies under the new agreement. Further the Yuba County Sheriff-Coroner's Office and Administrative Services Department recently released an RFP for local mortuaries to provide pick and transportation services for deceased persons in Yuba County which includes transportation to Auburn as well as indigent cremation services. The proposals received will result in savings in pick up and transportation services and indigent cremations over what we are currently paying. All costs considered, we anticipated our overall costs for mortuary and pathological services will be close to the amount that has been budgeted for the coming fiscal year.

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CONTRACT NO. _____

BEGINS: July 1, 2014
ENDS: June 30, 2016

ADMINISTERING AGENCY: Sheriff-Coroner-Marshal

TITLE: AGREEMENT TO PERFORM PATHOLOGY SERVICES

THIS AGREEMENT, MADE AND ENTERED INTO this 1st day of July, 2014, by and between the COUNTY OF PLACER, hereinafter referred to as "PLACER COUNTY" and COUNTY OF YUBA hereinafter referred to as "YUBA COUNTY".

WITNESSETH

WHEREAS, the Coroner for the YUBA COUNTY is desirous of having PLACER COUNTY provide complete pathology services as required by the State law; and

WHEREAS, PLACER COUNTY has a duly licensed physician that is qualified as a pathologist, fully capable and willing to perform coroner services for YUBA COUNTY;

NOW, THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATIONS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES hereto as follows:

1. PLACER COUNTY shall:

- [a] Provide determination of medical cause of death in all cases, both forensic and general, including, but not limited to autopsies, gross and microscopic examination of tissues, microbiological examination, review of medical reports and other such services as are appropriate to determine the cause of death. PLACER COUNTY will submit a written report of findings to YUBA COUNTY not later than one-hundred twenty (120) working days following performance of the autopsy and/or related services such as toxicology or neuropathology. Medical transcription services shall be the responsibility of the YUBA COUNTY.
- [b] Furnish to YUBA COUNTY the physical facilities necessary to perform gross autopsies, including autopsy equipment and supplies (knives, saws, scalpels, scalpel blades, forceps, scissors, hemostats, rib shears, syringes, syringe needles, probes, wet tissue containers, swabs, filter paper, scales, measuring tapes, formalin, tissue block cassettes, saline, Multistix, scrub suits, plastic aprons, shoe covers, gloves, masks, hair covers, protective eye gear and any miscellaneous items as required). Morgue services are included in the base rate of this contract.
- [c] Provide licensed physicians to perform all required autopsies at least one per day, five days per week, Monday through Friday, unless no autopsies are required by YUBA COUNTY. The time to be mutually agreed upon by YUBA COUNTY and PLACER COUNTY.
- [d] Furnish a trained autopsy assistant to provide service on all autopsies and to be available for the entire autopsy. Provide custodial management and maintenance

of the morgue facility and ancillary equipment. Diener services are included in the base rate of this contract.

- [e] Agrees that physician will testify at all civil and criminal proceedings when requested to do so by YUBA COUNTY as to any matter relating to autopsy findings.
- [f] YUBA COUNTY shall identify the time at which PLACER COUNTY shall appear in court for such testimony as is described in [d] above. PLACER COUNTY shall be reimbursed at an hourly rate of \$180 per hour. This same fee also applies to any conferences, liaison, pretrial conferences, criminal depositions, and exhumations requested by YUBA COUNTY. This charge is not included in the base charge for this contract.
- [g] All costs of disinterments shall be paid by YUBA COUNTY unless upon disinterment of the body, it is discovered that PLACER COUNTY'S diagnosis of the cause of death was incorrect. In such a case, the cost of disinterment shall be paid by PLACER COUNTY.
- [h] Furnish x-ray examinations in all homicides and SIDS cases. Furnish x-ray examinations in those cases of gunshot wounds and charred remains, as required. PLACER COUNTY shall perform basic interpretation of such x-ray examinations. X-ray services are included in the base rate of this contract.
- [i] Provide specialized services when needed. Any specialized services other than services noted above will be charged at the actual costs of those services and are not included in the base rate of this contract. YUBA COUNTY will pay PLACER COUNTY on a monthly basis for these services.
- [j] If the YUBA COUNTY Coroner's office is considering withholding one or more organs of a potential donor for any reason, the contracted Forensic Pathologist, upon request from a qualified organ procurement organization, shall be present during the procedure to remove the organs. The Coroner or Forensic Pathologist may request a biopsy of those organs or deny removal of the organs if necessary.
- [k] If a Donor Organization appeals a Deputy Coroner's decision to prohibit organ and/or tissue recovery of a particular Coroner case by requesting the YUBA COUNTY Sheriff's dispatch center contact the Chief Deputy Coroner, the following may become necessary. The contracted Forensic Pathologist may be called upon to contact the attending and/or trauma physician to discuss medical issues related to the appeal. The contracted Forensic Pathologist will then contact the Chief Deputy Coroner to review the medical aspects of the case. The contracted Forensic Pathologist will convey the medical recommendations to the Chief Deputy Coroner.
- {l} If the YUBA COUNTY Coroner's office has a high profile homicide or suspicious death case the Forensic Pathologist, upon request from the Chief

Deputy Coroner or Investigations Unit, may be requested to respond to the scene of the death.

2. YUBA COUNTY shall:

- [a] Through the YUBA COUNTY Coroner have sole discretion and jurisdictional control as to which cases, pursuant to Section 27491 and Section 27520 of the California Government Code, shall be autopsied under this contract.
- [b] Provide direction to PLACER COUNTY as to work to be performed recognizing that PLACER COUNTY shall use its independent medical judgement in determining how to perform the autopsies.
- [c] Provide all histology services through a histology laboratory. Provide any specialized chemical, microbiological, immunological and hematological tests that are required.
- [d] Have sole discretion through the YUBA COUNTY coroner in granting permission to be present at any postmortem examination.
- [e] Provide specialized services to the autopsy staff when needed including, but not limited to, providing criminalistics, clinical microbiology, forensic radiology, forensic odontology, forensic neuropathology, entomology, anthropology and anesthesiology.
- [f] In the event local, state or federal laws change requiring supplemental information or studies, PLACER COUNTY will assist YUBA COUNTY in complying therewith.

- 3. In performing services under this Agreement PLACER COUNTY is considered an independent consultant and not employees of the YUBA COUNTY. All physicians and other personnel provided by PLACER COUNTY and under employment of the PLACER COUNTY acting within the scope and authority of this contract will be considered employees of PLACER COUNTY and not of the YUBA COUNTY. PLACER COUNTY shall be responsible for providing all payments and fringe benefits to or on account of said employees, and shall be responsible for all acts or omissions of these employees specifically employed by PLACER COUNTY pursuant to this paragraph.
- 4. Under this Agreement, PLACER COUNTY is performing services for the YUBA COUNTY SHERIFF-CORONER and not the various entities with which the YUBA COUNTY SHERIFF-CORONER deals. As such, all records and materials generated through this relationship are the property of the YUBA COUNTY SHERIFF-CORONER and will be held in the care and custody of the YUBA COUNTY SHERIFF-CORONER.
- 5. In any case where PLACER COUNTY performs services for the YUBA COUNTY coroner pursuant to Government Code Section 27520, YUBA COUNTY acknowledges it shall be YUBA COUNTY coroner's responsibility to collect all costs from requesting party.

6. The term of the Agreement shall commence on July 1, 2014 and continue through June 30, 2016.
7. In the event of unforeseen circumstances affecting the obligations of both parties, or PLACER COUNTY'S ability to perform, each party to this Agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than ninety (90) days advanced written notice of termination.

8. Hold Harmless

PLACER COUNTY agrees to indemnify and hold harmless YUBA COUNTY and YUBA COUNTY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts of omissions of PLACER COUNTY, its employees or agents. YUBA COUNTY agrees to indemnify and hold harmless PLACER COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of YUBA COUNTY'S, its employees or agents. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of PLACER COUNTY'S services, as well as during the progress of rendering such services.

9. This contract may be renewed for two one-year options, after the expiration date under the same terms and conditions, except with regard to cost adjustments. Any supporting documentation relating to specific year-to-year increases in medical costs will be recognized as part of the negotiations process with the YUBA COUNTY. Reasonable increases will be supported dependent on the presentation of sound data/justification. It is the intent that YUBA COUNTY will bear the cost associated with the services provided to them under this contract.
10. For services rendered under this contract, YUBA COUNTY shall pay PLACER COUNTY as follows: \$110,000 for up to 120 cases. Chart reviews and external examinations are not included in this case count. Cases above 120 will be charged at a rate of \$1,250 per case. YUBA COUNTY will pay the actual costs of forensic toxicology and clinical chemistry incurred or other specialized services requested.
11. In the event of a major disaster involving mass deaths, additional compensation will be negotiated. In accordance with the PLACER COUNTY Sheriff's General Orders, a major disaster is defined as five or more deaths relating to one incident.

12. Insurance

It is agreed that YUBA COUNTY and PLACER COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million

Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) medical malpractice.

13. Nondiscrimination

The PLACER COUNTY will not discriminate against employees or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (Cancer or genetic characteristic), Age (over 40), marital status, denial of Family and Medical Care Leave and use of Pregnancy Disability Leave in regard to any position for which the employee or applicant for employment is qualified. PLACER COUNTY agrees to take affirmative action to employee, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon the aforementioned discrimination bases in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

14. Jurisdiction/Venue

Parties agree that in the event any legal action is brought in regard to interpretation or enforcement of this agreement, the jurisdiction of such action shall be in the County of Placer, State of California, and Superior Court of Placer County.

15. Notices

Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage, prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

PLACER COUNTY
P.O. Box 6990
AUBURN, CA 95604

YUBA COUNTY
Attn: Chief Deputy Coroner
215 5th St # 150
Marysville, CA. 959019

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

COUNTY OF PLACER

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of the Board

Date: _____

COUNTY OF YUBA

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST:

By: _____

Date: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Placer County Counsel

By:  _____
Yuba County Counsel