

BOARD OF SUPERVISORS

AMENDED AGENDA

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



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

MAY 20, 2014

9:20 A.M. YUBA COUNTY HOUSING AUTHORITY

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 Griego
- 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. (185-14) Approve airport lease agreement with United Parcel Service (BT-OH, LLC) for Lot 7 in Industrial Park 1 and authorize Chair to execute.
- 2. (186-14) Approve airport lease agreement with Honeycutt Aviation for corporate hangar lease site 5, ground sites 4 and 6, and authorize Chair to execute.

B. Clerk of the Board of Supervisors

- 1. (187-14) Approve minutes of May 6, 2014 meeting.
- 2. (188-14) Reappoint James D. Parnell to the Strawberry Valley Cemetery District for a term to expire May 20, 2018.

C. Community Development and Services

- 1. (189-14) Adopt resolution authorizing Community Development and Services Agency Director or his designee to complete the purchase of single family residence APN 021-062-016 as part of the Neighborhood Stabilization Program and to execute all documents needed for completion of purchase, rehabilitation, and resale.
- 2. (190-14) Award contract to Teichert Construction, apparent low bidder, for the State Route 70 Feather River Boulevard Interchange project and authorize Chair to execute upon review and approval of Counsel.

ADDENDUM TO AGENDA – ADD ITEM C.3. TO CONSENT AGENDA

- 3. (201-14) Approve plans, specifications, estimate, and authorization for advertisement of bids for Powerline Road Bike and Pedestrian Improvements Phase II with a tentative bid opening date of July 16, 2014 and authorize Chair to execute.

D. Probation

1. (191-14) Adopt resolution authorizing acceptance of two computer/software systems donated by GoEngineer.com

E. Public Guardian

1. (192-14) Approve memorandum of understanding with Sutter Yuba Mental Health for reimbursement of services performed for LPS Conservatorship and authorize Chair to execute.

F. Sheriff-Coroner

1. (193-14) Approve agreement with Placer County Sheriff-Coroner's office for pathological services and authorize Chair to execute. (Law and Justice Committee recommends approval)
2. (200-14) Authorize Budget Transfer in the amount of \$148,394 from the County Capital Fund 200 to the Capital Improvement budget for the purchase of radio equipment as part of the communications project for 720 Yuba Street.

IV. **SPECIAL PRESENTATION**

- A. (194-14) Present proclamation proclaiming May 2014 Mental Health Month. (Assistant Director Tony Hobson)

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. Administrative Services

1. (195-14) Receive findings of feasibility study regarding Phase 2 Solar Project and provide staff direction. (Fifteen minute estimate)

10:00 A.M.

B. County Administrator

1. (196-14) Consideration of the Issuance of Bonds for CFD 2005-1, JMC Homes, and take action as appropriate. (Thirty minute estimate)

ADD ITEM B.2. TO COUNTY DEPARTMENTS

2. (203-14) Receive information regarding Highway Users Tax Account loan and authorize Chair to execute a letter requesting state repayment. (Ten minute estimate)

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

- A. (197-14) Two notices from State of California Fish and Game Commission regarding upland game bird and waterfowl regulations.
- B. (198-14) Letter from California Community Services and Development regarding closure of audit transmittal report dated June 30, 2012.
- C. (199-14) Letter from Reclamation District 2103 advising of a vacancy on the Board of Trustees.

ADD ITEM D. TO CORRESPONDENCE

- D. (202-14) Letter from Board of State and Community Corrections advising conditional award for the construction of youthful offender rehabilitative facilities in an amount up to \$5,655,740 was approved.

- VIII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.
- IX. **CLOSED SESSION:**
 - A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - YCEA/County of Yuba
- X. **ADJOURN**

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

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**HOUSING AUTHORITY COMMISSION
BOARD OF SUPERVISORS CHAMBERS
915 8TH STREET, MARYSVILLE
May 20, 2013 at 9:20 A.M.**

AGENDA

I. CALL TO ORDER

II. ROLL CALL

Commissioner Abe
Commissioner Griego
Commissioner Nicoletti
Commissioner Stocker
Commissioner Vasquez

III. CONSENT ITEMS

- A. Approve Minutes – February 11, 2014
- B. Approve 2012-2013 Audit for the Yuba County Housing Authority
- C. Approve the Resolution and Grant Application for the FSS Coordinator

IV. NEW BUSINESS

None

V. ADJOURNMENT

MINUTES
YUBA COUNTY HOUSING AUTHORITY COMMISSION
February 11, 2014

The meeting of the Yuba County Housing Authority Commission was called to order by Commissioner Vasquez at 9:21 a.m. in the Yuba County Board of Supervisors Chambers, Yuba County Government Center Marysville, California with a quorum being present as follows: Commissioners Abe, Griego, Nicoletti, Stocker and Vasquez.

APPOINTMENT OF NEW CHAIR FOR 2014

The Commission appointed Mary Jane Griego as Chair of the Commission for 2014

CONSENT ITEMS

Commissioner Nicoletti made a motion to approve the consent agenda which included the minutes of October 15, 2013 and approval to submit the Sierra Health Foundation Grant Application. Commissioner Vasquez seconded the motion and the motion carried unanimously.

ACTION ITEM

Commissioner Nicoletti made a motion which was seconded by Commissioner Abe to appoint Linda Carson Rose as the Resident Advisory Commission Member to the Yuba County Housing Authority Commission. The motion carried unanimously.

ADJOURNMENT

There being no further business, Commissioner Griego adjourned the meeting at 9:26 a.m.

_____, Chair

_____, (Director/Secretary)

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



Item 111-B

749-5440 • Fax 749-5816

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

DATE: May 20, 2014

TO: YUBA COUNTY HOUSING COMMISSIONERS

FROM: Wendy W. Hartman, Director of Planning, Housing & Community Services *WHA*

SUBJECT: **Approve 2012-2013 Audit for the Yuba County Housing Authority**

Recommendation:

It is recommended that the Yuba County Housing Authority Board of Commissioners approve the 2012-2013 Audit for the Yuba County Housing Authority

Background:

HUD imposes regulations to each Housing Authority regarding its timely submittal of an annual audit. The Yuba County Housing Authority is required to submit an audit annually to HUD by March 31st.

Discussion:

The Housing Authority has acquired the services of a CPA firm to assist with the Housing Authority's annual financial closeout in preparation for the annual audit. The 2012-2013 Single Audit was completed by Gallina (County's consultant) and submitted to HUD per HUD's guidelines by March 31st and there were no audit findings.

Fiscal Impact:

There is no impact to the General Fund.

Attachment:

The Audit is available for review at the Housing Authority or on line at:
<http://www.co.yuba.ca.us/Departments/Community%20Development/Housing/>



**YUBA COUNTY HOUSING AUTHORITY
(A COMPONENT UNIT OF THE
COUNTY OF YUBA, CALIFORNIA)**

AUDIT REPORT

JUNE 30, 2013

YUBA COUNTY HOUSING AUTHORITY

Table of Contents

	<u>Page</u>
<u>Financial Section</u>	
Independent Auditor's Report	1-2
<u>Basic Financial Statements</u>	
Government-Wide Financial Statements:	
Statement of Net Position	3
Statement of Activities.....	4
Fund Financial Statements:	
Governmental Fund:	
Balance Sheet	5
Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position.....	6
Statement of Revenues, Expenditures and Changes in Fund Balance	7
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance of the Governmental Fund to the Statement of Activities	8
Notes to Basic Financial Statements	9-16
<u>Required Supplementary Information</u>	
Budgetary Comparison Schedule – Governmental Fund	17
Notes to Required Supplementary Information	18
<u>Other Reports</u>	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	19-20
Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by OMB Circular A-133.....	21-22
Schedule of Expenditures of Federal Awards.....	23
Notes to Schedule of Expenditures of Federal Awards	24
Schedule of Findings and Questioned Costs.....	25-26
Summary Schedule of Prior Audit Findings	27

FINANCIAL SECTION



INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners
Yuba County Housing Authority
Marysville, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of the Yuba County Housing Authority (a component unit of the County of Yuba, California) (Authority), as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Yuba County Housing Authority as of June 30, 2013, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America requires to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and was derived from and related directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 17, 2014 on our consideration of Yuba County Housing Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Yuba County Housing Authority's internal control over financial reporting and compliance.



Roseville, California
March 17, 2014

**BASIC FINANCIAL STATEMENTS –
GOVERNMENT-WIDE FINANCIAL STATEMENTS**

YUBA COUNTY HOUSING AUTHORITY

Statement of Net Position June 30, 2013

ASSETS

Cash	\$ 320,519
Restricted cash - FSS program	18,653
Accounts receivable (net)	16,574
Prepaid expenses	6,937
Capital assets, depreciable, net of accumulated depreciation	<u>4,262</u>
Total Assets	<u>366,945</u>

LIABILITIES

Current:

Accounts payable	16,017
Accrued payroll	16,118
FSS Escrow	18,653
Compensated absences	<u>7,631</u>

Long-term:

Other post-employment benefits liability	<u>13,931</u>
Total Liabilities	<u>72,350</u>

NET POSITION

Net investment in capital assets	4,262
Unrestricted	<u>290,333</u>
Total Net Position	<u>\$ 294,595</u>

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

YUBA COUNTY HOUSING AUTHORITY

**Statement of Activities
For the Year Ended June 30, 2013**

EXPENSES	
Public assistance	\$ 2,281,094
PROGRAM REVENUES	
Operating grants and contributions	<u>2,160,476</u>
Net Program Revenue (Expense)	(120,618)
GENERAL REVENUES	
Interest	<u>105</u>
Change in Net Position	(120,513)
Net Position, Beginning of Year	<u>415,108</u>
Net Position, End of Year	<u><u>\$ 294,595</u></u>

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

**BASIC FINANCIAL STATEMENTS –
FUND FINANCIAL STATEMENTS**

YUBA COUNTY HOUSING AUTHORITY

Balance Sheet Governmental Fund June 30, 2013

ASSETS

Cash	\$ 320,519
Restricted cash - FSS program	18,653
Prepays	6,937
Accounts receivable (net)	<u>16,574</u>

Totals Assets	<u><u>\$ 362,683</u></u>
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LIABILITIES

Accounts payable	\$ 16,017
FSS escrow	18,653
Unavailable revenue	3,978
Salaries and benefits payable	<u>16,118</u>

Total Liabilities	<u>54,766</u>
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FUND BALANCE

Nonspendable for prepaids	6,937
Unassigned	<u>300,980</u>

Total Fund Balance	<u>307,917</u>
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Total Liabilities and Fund Balance	<u><u>\$ 362,683</u></u>
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The accompanying notes are an integral part of these financial statements.

YUBA COUNTY HOUSING AUTHORITY

Reconciliation of the Governmental Fund Balance Sheet
to the Statement of Net Position
June 30, 2013

Fund Balance - governmental fund (page 5)	\$ 307,917
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in governmental funds.	4,262
Unavailable revenue is included in net position on the government-wide statements but cannot be used to pay current expenditures and is therefore not included in the fund balance of governmental funds.	3,978
Long-term liabilities are not due and payable in the current period, and therefore are not reported in the governmental funds.	
Compensated absences	(7,631)
Change in other post-employment benefits liability	<u>(13,931)</u>
Net position of governmental activities (page 3)	<u>\$ 294,595</u>

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

YUBA COUNTY HOUSING AUTHORITY

**Statement of Revenues, Expenditures
and Changes in Fund Balance
Governmental Fund
For the Year Ended June 30, 2013**

Revenues:	
Intergovernmental	\$ 2,160,715
Use of money and property	<u>105</u>
Total Revenues	<u>2,160,820</u>
Expenditures:	
Current:	
Public assistance:	
HAP distributions	1,924,305
FSS expenditures	20,680
Administrative costs	124,235
Salaries and benefits	<u>211,022</u>
Total Expenditures	<u>2,280,242</u>
Net Change in Fund Balance	(119,422)
Fund Balance, Beginning	<u>427,339</u>
Fund Balance, Ending	<u><u>\$ 307,917</u></u>

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

YUBA COUNTY HOUSING AUTHORITY

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance of the Governmental Fund to the Statement of Activities For the Year Ended June 30, 2013

Net change to fund balance - governmental fund (page 7)	\$ (119,422)
Amounts reported for governmental activities in the statement of activities are different because:	
Revenues reported in the Statement of Activities that are not received within the availability period and therefore do not provide current financial resources are not recognized in the fund statements.	(235)
Governmental funds report capital outlay as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	
Less: current year depreciation	(2,130)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Change in compensated absences	15,205
Change in other post-employment benefits liability	(13,937)
Change in net position of governmental activities (page 4)	<u>\$ (120,513)</u>

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

YUBA COUNTY HOUSING AUTHORITY

Notes To Basic Financial Statements
For The Fiscal Year Ended June 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of the Reporting Entity

The Yuba County Housing Authority (Authority), a Component Unit of the County of Yuba, California, is a public agency formed on November 4, 1975 pursuant to provisions of the Housing Authority Law of the State of California. It is a public entity, separate and distinct from the County of Yuba, established to pursue United States Department of Housing and Urban Development (HUD) funding and manage low income housing programs. Almost all of its revenue comes from HUD. Pursuant to the Housing and Authority Law, the Board of Supervisors appointed themselves as Commissioners of the Authority. The accompanying financial statements present the activities and financial position of the Yuba County Housing Authority only, and do not present the activities or financial position of the County of Yuba as a whole. Financial statements for the County of Yuba may be obtained from the County's Auditor-Controller's Office, 915 8th Street, Suite 105, Marysville, CA 95901-5273.

The Authority is considered to be a component unit of the County of Yuba under criteria set by Governmental Accounting Standards Board (GASB) Statement No. 61. The Authority is a legally separate unit. The County elected officials have a continuing full or partial oversight responsibility over and accountability for fiscal matters of this entity. The criteria used to determine the scope of the reporting entity for financial reporting purposes are (1) exercise of oversight responsibility over such agencies by the governmental unit's elected officials, (2) selection of governing authority, (3) designation of management, (4) ability to significantly influence operations, and (5) accountability for fiscal matters.

Reporting component units on the County's financial statements can be blended or discretely presented. Blended component units, although legally separate entities, are in substance, part of the government's operations. Blended component units are an extension of the County and so data from these units are combined with data of the primary government. Discretely presented component units, on the other hand, are reported in a separate column in the government-wide financial statements to emphasize they are legally separate from the County.

The Housing Authority is treated as a blended component unit of the County of Yuba because the Authority shares the same board as the County and the Authority has a financial benefit/burden relationship with the County.

B. Basis of Presentation

Government-Wide Financial Statements

The statement of net position and statement of activities display information about the Authority. These statements include the financial activities of the overall government. The statement of activities presents a comparison between direct expenses and program revenues for the Authority's governmental activity. Direct expenses are those that are specifically associated with the Authority. Program revenues include grants and contributions that are restricted to meeting the operational or capital requirements of the Authority. Revenues that are not classified as program revenues, including all taxes and investment income, are presented instead as general revenues. Indirect expenses are not allocated to functions within the statement of activities.

When both restricted and unrestricted net positions are available, restricted resources are used first before unrestricted resources.

YUBA COUNTY HOUSING AUTHORITY

Notes To Basic Financial Statements For The Fiscal Year Ended June 30, 2013

NOTE 1: **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (CONTINUED)

B. Basis of Presentation (continued)

Fund Financial Statements

Fund financial statements provide information about the Authority's single major fund.

The Authority reports the following major governmental fund:

- General Fund – accounts for all activity of the Authority on the modified accrual basis.

C. Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the Authority gives (or receives) value without directly receiving (or giving) equal value in exchange include grants, entitlements and donations. Revenues from grants, entitlements and donations are recognized in the fiscal year in which all eligible requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Interest, intergovernmental revenues and charges for services are accrued when their receipt occurs within six months after the end of the accounting period so as to be both measurable and available. Expenditures are generally recorded when a liability is incurred, as under accrual accounting.

However, expenditures for compensated absences are recorded only when payment is due. General capital assets acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and capital leases are reported as other financing sources.

D. Receivables

In the government-wide statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivable balances for the governmental activities consist primarily of amounts owed to the Authority due to overpayments. This happens when a program participant moves or has an increase in income that is not reported before payments are made. In some cases, program participants engage in fraudulent reporting of income and the Authority offsets these receivables with an allowance for doubtful accounts. The balance of the Allowance for Doubtful Accounts at June 30, 2013 is \$49,268.

In the fund financial statements, material receivables in governmental funds include revenue accruals such as interest and other similar intergovernmental revenues since they are usually both measurable and available. Nonexchange transactions collectible but not available are deferred in the fund financial statements in accordance with the modified accrual method of accounting, but not deferred in the government-wide financial statements in accordance with the accrual basis. Interest and investment earnings are recorded when earned only if paid within six months since they would be considered both measurable and available.

YUBA COUNTY HOUSING AUTHORITY

Notes To Basic Financial Statements For The Fiscal Year Ended June 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Capital Assets

Capital assets are recorded at historical cost or estimated historical cost if actual historical cost is not available. The Authority defines capital assets as assets with an initial, individual cost of more than \$500 and an estimated useful life in excess of one year, including identifiable intangible assets that are non-financial in nature, such as software. Capital assets used in operations are depreciated using the straight-line method over the estimated useful life in the government-wide statements.

The Authority uses standard estimated useful lives for each asset type. These standards are set based on the length of time the Authority believes the assets will remain in service. The estimated useful lives are as follows:

Software and Computers

5 years

F. Compensated Absences

Vested or accumulated vacation leave that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability at the governmental fund level. Amounts of vested or accumulated vacation leave that are not expected to be liquidated with expendable available financial resources is reported as a long-term liability in the government-wide financial statements. In accordance with the provisions of Statement No. 16 of the Governmental Accounting Standards Board, Accounting for Compensated Absences, no liability is recorded for non-vesting accumulating rights to receive sick pay benefits. The County's policy is generally to pay 25% of accumulated sick leave on separation.

G. Equity

GOVERNMENT-WIDE STATEMENTS

Equity is classified as net position and displayed in three components:

- a. Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets.
- b. Restricted net position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net position – All other net position that do not meet the definition of "restricted" or "invested in capital assets, net of related debt." When net position is subject to a restriction that is broad enough to encompass the entity's normal operations, they are considered to be unrestricted in substance and reported with unrestricted net position.

When both restricted and unrestricted net position is available, restricted resources are used first before unrestricted resources.

YUBA COUNTY HOUSING AUTHORITY

Notes To Basic Financial Statements
For The Fiscal Year Ended June 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Equity (continued)

FUND STATEMENTS

In accordance with GASB Statement 54, the Authority segregates fund balance into separate classifications based primarily on the extent to which the Authority is obligated to honor constraints on the specific purposes for which amounts in the funds can be spent. The following classification of fund balance is presented on the Authority's balance sheet as of June 30, 2013:

Nonspendable fund balance – represents amounts that cannot be spent because they are either not spendable in form or legally or contractually required to remain intact.

Restricted fund balance – represents amounts that are restricted under agreements or other arrangements with external parties, or by mandate of the Authority's constitution or enabling legislation. Such restrictions may only be changes or lifted with the consent of the external parties that created them. Restricted fund balance presented on the financial statements consists of housing assistance payments for which its use of funds is limited to activities of the housing choice voucher program. In accordance with GASB 54, residual equity from housing assistance payments is reported as restricted fund balance in the General Fund.

Unassigned fund balance – represents amounts that are generally available for expenditure for any purpose related to the Authority's normal operations.

When incurring an expenditure for which a combination of restricted, committed, assigned, and/or unassigned fund balances are available, fund balances are liquidated in the following order, if applicable: restricted, then committed, then assigned, and finally unassigned.

H. Estimates

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2: CASH

Cash at June 30, 2013, consisted of the following:

US Bank account	\$	320,519
US Bank account, FSS escrow (restricted)		18,653
	\$	<u>339,172</u>

At June 30, 2013, the recorded amount of the Authority's deposits is as shown above and the bank balance was \$339,806. Of this bank balance, \$250,000 was covered by Federal Deposit Insurance Corporation (FDIC) and the remaining amount was covered by the multiple financial institution collateral pool that insures public deposits.

YUBA COUNTY HOUSING AUTHORITY

Notes To Basic Financial Statements For The Fiscal Year Ended June 30, 2013

NOTE 2: **CASH** (CONTINUED)

The California Government Code requires California banks and savings and loan associations to secure the Authority's cash deposits by pledging securities as collateral. This code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus collateral for cash deposits is considered to be held in the Authority's name. The market value of pledge governmental securities must equal at least 110% of the Authority's cash deposits. California law also allows institutions to secure Authority deposits by pledging first trust deed mortgage notes having a value of 150% of the Authority's total cash deposits. The Authority has waived collateral requirements for cash deposits that are fully insured up to \$250,000 by the FDIC.

Restricted cash is set aside as part of the Family Self-Sufficiency program that is offered to participants of the Section 8 Housing program.

NOTE 3: **CAPITAL ASSETS**

Capital asset activity for the year ended June 30, 2013, was as follows:

	Balance July 1, 2012	Additions	Deletions	Balance June 30, 2013
Governmental Activities				
Capital assets, being depreciated:				
Computers	\$ 12,355	\$ --	\$ (12,355)	\$ --
Software	29,065	--	(545)	28,520
Total capital assets, being depreciated	41,420	--	(12,900)	28,520
Less accumulated depreciation for:				
Computers	(12,355)	--	12,355	--
Software	(22,673)	(2,130)	545	(24,258)
Total accumulated depreciation	(35,028)	(2,130)	12,900	(24,258)
Total capital assets, being depreciated, net	\$ 6,392	\$ (2,130)	\$ --	\$ 4,262

Depreciation expense charged to governmental function was \$2,130 for the year ended June 30, 2013.

NOTE 4: **COMPENSATED ABSENCES AND OTHER POST EMPLOYMENT BENEFITS**

Compensated absences and OPEB at June 30, 2013, consisted of the following:

	July 1, 2012	Additions	Deletions	June 30, 2013	One Year
Compensated absences	\$ 22,840	\$12,972	(28,181)	\$7,631	\$7,631
OPEB liability	--	15,299	(1,368)	\$ 13,931	--
Total	\$ 22,840	\$ 28,271	\$ (29,549)	\$ 21,562	\$ 7,631

YUBA COUNTY HOUSING AUTHORITY

Notes To Basic Financial Statements
For The Fiscal Year Ended June 30, 2013

NOTE 5: INSURANCE

The Authority is exposed to risk of loss related to torts, theft or damage to and destruction of assets, errors and omissions, injuries to employees, and natural disaster. The Authority maintains insurance coverage against these potential risks of loss.

Because of the close relationship the Authority has with the County of Yuba, the Authority's coverage is provided by the County of Yuba. Disclosure of complete information on risk management can be found in the County of Yuba's financial statements.

NOTE 6: PENSION

All personnel who operate the program are employees of the County of Yuba. The County is responsible for making the contributions to their pension plan and, the Authority reimburses the County for its costs. A complete disclosure of the County of Yuba's pension arrangements may be found in the County's audit report.

NOTE 7: OTHER POST EMPLOYMENT BENEFITS (OPEB)

A. Plan Description

The Authority makes medical insurance coverage available to eligible retired employees through a single-employer plan governed by the Public Employees' Medical & Hospital Care Act (PEMHCA) and administered by the County of Yuba. Employees are generally eligible for this benefit after they reach age 50 with 5 years of service to the County, provided they retire from the County under the County's CalPERS plan. This benefit was provided to two retired County employees at June 30, 2013 who had been assigned to the Authority prior to retirement. Benefits are provided by CalPERS in exchange for premiums paid by the County and reimbursed by the Authority. The County Board of Supervisors determines the benefits under the plan. The plan does not issue a stand-alone report.

B. Funding Policy

During fiscal year 2012-2013, the Authority's contribution was limited to the amount required for current-period benefits to retirees (pay-as-you-go basis). No contribution was required of plan members. The Board of Commissioners and Authority management determine the contributions made to the plan.

C. Annual OPEB Cost and Net OPEB Obligation

The Authority's annual other postemployment benefit (OPEB) cost is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed 30 years.

YUBA COUNTY HOUSING AUTHORITY

Notes To Basic Financial Statements For The Fiscal Year Ended June 30, 2013

NOTE 7: OTHER POST EMPLOYMENT BENEFITS (OPEB) (CONTINUED)

C. Annual OPEB Cost and Net OPEB Obligation (continued)

The County hired an actuarial firm and received its most recent OPEB actuarial valuation for a valuation date of June 30, 2011. The Authority's annual OPEB cost for the current and preceding two fiscal years and net OPEB obligation as of June 30, 2013, 2012, and 2011 is presented below.

	2012-2013	2011-2012*	2010-2011*
Annual required contribution	\$ 5,129	\$ 4,193	\$ 4,233
Interest on OPEB obligation	422	320	212
Adjustment to annual required contribution	(812)	(616)	(408)
Annual OPEB cost	4,739	3,897	4,037
Contributions made	(1,368)	(1,339)	(1,339)
Increase in net OPEB obligation (asset)	3,371	2,558	2,698
Net OPEB obligation (asset), beginning of year	10,560	8,002	5,304
Net OPEB obligation (asset) end of year	<u>\$ 13,931</u>	<u>\$ 10,560</u>	<u>\$ 8,002</u>
Percentage of annual OPEB cost contributed	28.9%	34.4%	33.2%

*The 2012-2013 fiscal year was the first year the Authority chose to recognize its OPEB obligation in its financial statements, as the liability related to prior year was considered immaterial. However, the prior year amounts were tracked by the Authority and are presented here for compliance with GASB 45 as the information is available.

The required contribution was based on the June 30, 2011 valuation, using the entry age normal actuarial cost method with contributions determined as a level percentage of payroll over an amortization period not to exceed 30 years on a closed basis.

A summary of the principal assumptions and methods used to determine the required OPEB contributions is as follows:

Valuation Date	June 30, 2011	
Discount Rate	4%	
General Inflation	3%	
Payroll Increase	3.25 with merit increases based on CalPERS 1997-2007 experience study.	
Minimum Healthcare Premium Increases	2012	\$112
	2013	\$115
	2014 & later	4.5% per year
Participation & Retirement	Pre-Medicare	Medicare
Currently Covered	60%	60%
Currently Waived	20%	30%
Percent of Retirees with Spouses		80%
Surviving Spouse Participation		100%
Actuarial Loading		2% for admin fee

YUBA COUNTY HOUSING AUTHORITY

Notes To Basic Financial Statements
For The Fiscal Year Ended June 30, 2013

NOTE 7: OTHER POST EMPLOYMENT BENEFITS (OPEB) (CONTINUED)

C. Annual OPEB Cost and Net OPEB Obligation (continued)

The assumptions used are subject to change as new information becomes available. The calculation is based on the types of benefits and sharing of cost in effect at the time of each valuation.

D. Funded Status and Funding Progress

The funded status of the County's plan at the June 30, 2011 valuation date, the last date for which a valuation was performed, was as follows. The Authority represents a small portion of the County's OPEB obligation.

	<u>2012-2013</u>
Actuarial accrued liability (AAL)	\$ 11,859,000
Actuarial value of plan assets	-
Unfunded actuarial accrued liability (UAAL)	<u>11,859,000</u>
Funded ratio (actuarial value of plan assts/AAL)	0%
Covered payroll (active plan members)	47,268,000
UAAL as a percent of covered payroll	25%

Actuarial valuations of the ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. The schedule of funding progress, presented as RSI following the notes to basic financial statements, presents multiyear trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

NOTE 8: RELATED PARTY TRANSACTIONS

The Authority reimburses the County of Yuba, the primary government that includes the Authority as a blended component unit, for personnel time, office costs, and other goods and services provided. The total amount of expense recorded to reimburse the County of Yuba during the fiscal year ended June 30, 2013 was \$297,441. As of June 30, 2013, \$39,766 was payable to the County of Yuba for these goods and services, including \$7,631 for compensated absences of County employees dedicated to the Authority's programs. The Authority also earned CSBG grant revenue from the County of Yuba in the amount of \$20,681.

REQUIRED SUPPLEMENTARY INFORMATION

YUBA COUNTY HOUSING AUTHORITY

Budgetary Comparison Schedule Governmental Fund For the Year Ended June 30, 2013

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues:				
Intergovernmental	\$ --	\$ --	\$ 2,160,715	\$ 2,160,715
Use of money and property	--	--	105	105
Total Revenues	--	--	2,160,820	2,160,820
Expenditures:				
Current:				
Public assistance:				
HAP distributions	--	1,914,184	1,924,305	(10,121)
Services and supplies	106,160	106,160	144,915	(38,755)
Salaries and benefits	318,828	318,828	211,022	107,806
Total Expenditures	424,988	2,339,172	2,280,242	58,930
Net Change in Fund Balances	(424,988)	(2,339,172)	(119,422)	2,101,890
Fund Balance - Beginning	427,339	427,339	427,339	--
Fund Balance - Ending	\$ 2,351	\$ (1,911,833)	\$ 307,917	\$ 2,219,750

YUBA COUNTY HOUSING AUTHORITY

Notes To Required Supplementary Information For The Fiscal Year Ended June 30, 2013

BUDGETARY BASIS OF ACCOUNTING

Formal budgetary accounting is employed by the Authority. The governing board adopts an annual budget each fiscal year. The budget is adopted on a basis consistent with accounting principles generally accepted in the United States of America. Budgetary control is exercised at the fund level. All amendments to the budget are reflected in the financial statements and require the approval of the governing board. All unencumbered annual appropriations lapse at the end of each fiscal year.

SCHEDULE OF FUNDING PROGRESS FOR OTHER POSTEMPLOYMENT BENEFITS

The table below provides the funded status of the County's OPEB obligation, of which the Authority represents a small portion. Funding status information for the Authority's portion alone is not available.

Actuarial Valuation Date	Accrued Liability	Actuarial Asset Value	Unfunded Liability	Funded Ratio	Annual Covered Payroll	Unfunded Actuarial Liability as Percentage of Covered Payroll
6/30/2011	\$ 11,859,000	\$ -	\$ 11,859,000	0.0%	\$ 47,268,000	25.1%
6/30/2009	9,813,000	-	9,813,000	0.0%	53,310,000	18.4%
6/30/2007	9,908,000	-	9,908,000	0.0%	51,987,000	19.1%

OTHER REPORTS



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Commissioners
Yuba County Housing Authority
Marysville, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities of Yuba County Housing Authority (Authority), as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated March 17, 2014.

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Board of Commissioners
Yuba County Housing Authority
Marysville, California

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script, appearing to read "Gallina", followed by a stylized flourish or set of initials.

Roseville, California
March 17, 2014



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF
EXPENDITURES OF FEDERAL AWARDS REQUIRED BY OMB CIRCULAR A-133**

Board of Commissioners
Yuba County Housing Authority
Marysville, California

Report on Compliance for Each Major Federal Program

We have audited Yuba County Housing Authority, California (the Authority) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended June 30, 2013. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2013.

Board of Commissioners
Yuba County Housing Authority
Marysville, California

Report on Internal Control Over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.



Roseville, California
March 17, 2014

YUBA COUNTY HOUSING AUTHORITY

Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2013

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Grantor's Number</u>	<u>Disbursements/ Expenditures</u>
<u>U.S. Department of Housing and Urban Development</u>			
Direct program:			
Section 8 Housing Choice Vouchers	14.871	--	<u>\$ 2,259,561</u>
Total U.S. Department of Housing and Urban Development			<u>2,259,561</u>
<u>U.S. Department of Health and Human Services</u>			
Passed through State Department of Community Services and Development:			
Community Services Block Grant	93.569	12F-4453	13,051
Community Services Block Grant	93.569	13F-3053	<u>7,630</u>
Total U.S. Department of Health and Human Services			<u>20,681</u>
Total Expenditures of Federal Awards			<u><u>\$ 2,280,242</u></u>

See the accompanying Notes to Schedule of Expenditures of Federal Awards.

YUBA COUNTY HOUSING AUTHORITY

Notes to Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2013

NOTE 1: REPORTING ENTITY

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal awards programs of the Yuba County Housing Authority (the "Authority"). The Authority's reporting entity is defined in Note 1 to the basic financial statements. All federal awards received directly from federal agencies as well as federal awards passed through other government agencies are included in the schedule.

NOTE 2: BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is prepared on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3: RELATIONSHIP TO FINANCIAL STATEMENTS

The amounts reported in the accompanying Schedule of Expenditures of Federal Awards agree, in all material respects, to amounts reported within the Authority's financial statements.

YUBA COUNTY HOUSING AUTHORITY

Schedule of Findings and Questioned Costs For the Year Ended June 30, 2013

Section 1

Summary of Auditor's Results

Financial Statements

- | | |
|---|---------------|
| 1. Type of auditor's report issued: | Unmodified |
| 2. Internal control over financial reporting: | |
| a. Material weaknesses identified? | No |
| b. Significant deficiencies identified not
considered to be material weaknesses? | None reported |
| 3. Noncompliance material to financial statements
noted? | No |

Federal Awards

- | | |
|---|---------------|
| 1. Internal controls over major program: | |
| a. Material weaknesses identified? | No |
| b. Significant deficiencies identified not
considered to be material weaknesses | None reported |
| 2. Type of auditor's report issued on compliance
for major program: | Unmodified |
| 3. Any audit findings disclosed that are required
to be reported in accordance with Circular
OMB A-133, Section 510(a)? | No |
| 4. Identification of major program: | |

CFDA Number

Name of Federal Program

14.871

Section 8 Housing Choice Vouchers

- | | |
|--|-----------|
| 5. Dollar threshold used to distinguish between
Type A and Type B programs. | \$300,000 |
| 6. Auditee qualified as a low-risk auditee under
OMB Circular A-133, Section 530? | Yes |

YUBA COUNTY HOUSING AUTHORITY

**Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2013**

Section 2

Financial Statement Findings

None reported

Section 3

Federal Award Findings and Questioned Costs

None reported

YUBA COUNTY HOUSING AUTHORITY

**Summary Schedule of Prior Audit Findings
For the Year Ended June 30, 2012**

None reported

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



Item 111-C

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

DATE: May 20, 2014

TO: YUBA COUNTY HOUSING COMMISSIONERS

FROM: Jane McMillan, Senior Housing Specialist *JM*
Wendy Hartman, CDSA – Director of Planning *WH*

SUBJECT: **APPROVE SUBMISSION OF THE 2014 SUPER NOFA FAMILY SELF SUFFICIENCY COORINDATOR GRANT**

Recommendation:

It is recommended that the Yuba County Housing Commission approve the resolution and submission of the 2014 Family Self Sufficiency (FSS) Coordinator Grant application.

Background/Discussion:

The Yuba County Housing Authority is applying for a Super NOFA offered by Housing and Urban Development (HUD) to cover the majority of the Family Self Sufficiency Coordinator salary for the fiscal year 2015. The County has received grant funding for this position for the past fifteen years. The Family Self Sufficiency program is a five year program that provides opportunities to the Housing Choice Voucher participants who are working, attending school or qualified training programs. The ultimate goal of the program is to see participant's households economically self sufficient and free from government assistance.

This Super NOFA application seeks \$55,458 to cover the majority of the annual salary for the Family Self Sufficiency Coordinator for the fiscal year 2015.

Fiscal Impact:

These funds would not affect the Housing Authority's general operating budget nor any cost to the County.



BEFORE THE YUBA COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

IN RE:

Resolution No.: _____

Authorize Execution of the 2014 HCV/FSS Super NOFA)
Housing Choice Voucher Family Self Sufficiency Coordinator Grant)
For Family Self Sufficiency by the Yuba Co. Housing Authority)

WHEREAS, The 2014 HCV/FSS Super NOFA .provides funding for the annual salary of the Yuba County Housing Authority (YCHA) Housing Choice Voucher (HCV) Family Self Sufficiency (FSS) Coordinator; and

WHEREAS, the funding is necessary for the YCHA to implement the Family Self Sufficiency program which provides services to assist Housing Choice Voucher clients in improving the quality of their lives and reducing dependence of public assistance.

NOW THEREFORE BE IT RESOLVED that the Housing Commission Chair or the YCHA Executive Director/Planning Director is hereby authorized to submit and execute the Super NOFA application to the US Department of Housing and Urban Development (HUD) and any other documents, including, but not limited to: agreements, amendments, reports and so on, which may be necessary for funding and implementation of the 2014 HCV/FSS Super NOFA.

PASSED AND ADOPTED at a meeting of the Housing Commissioners of the County of Yuba, State of California, on the ____th day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

Housing Commission, Chair

ATTEST:

By: _____
Wendy W. Hartman, Executive Director/Secretary

APPROVED TO FORM:

By:  _____
Angil Morris-Jones, County Counsel

Grant Application Package

Opportunity Title:	Family Self-Sufficiency Program Coordinators
Offering Agency:	US Department of Housing and Urban Development
CFDA Number:	14.896
CFDA Description:	Family Self-Sufficiency Program
Opportunity Number:	FR-5800-N-08
Competition ID:	FSS-08
Opportunity Open Date:	04/23/2014
Opportunity Close Date:	05/29/2014
Agency Contact:	Questions regarding specific program requirements should be directed to FSS@hud.gov

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: YCHA HCV/FSS Program

Mandatory

<u>Application for Federal Assistance (SF-424)</u>	Complete
<u>HUD Applicant-Recipient Disclosure Report</u>	Complete
<u>HUD Facsimile Transmittal</u>	Complete

Optional

- ☐ Disclosure of Lobbying Activities (SF-LLL)
- ☐ Attachments

[Show Instructions >>](#)

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
☒ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify):***** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:**5a. Federal Entity Identifier:**

CA107

5b. Federal Award Identifier:

0000

State Use Only:**6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:***** a. Legal Name:**

YUBA COUNTY HOUSING AUTHORITY

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

68-0285924

*** c. Organizational DUNS:**

1307729110000

d. Address:*** Street1:**

915 8TH STREET

Street2:

SUITE 130

*** City:**

MARYSVILLE

County/Parish:

YUBA

*** State:**

CA: California

Province:*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

95901-5290

e. Organizational Unit:**Department Name:****Division Name:****f. Name and contact information of person to be contacted on matters involving this application:****Prefix:**

Ms.

*** First Name:**

JANE

Middle Name:

A

*** Last Name:**

MCMILLAN

Suffix:**Title:**

SENIOR HOUSING SPECIALIST

Organizational Affiliation:*** Telephone Number:**

530-749-5448

Fax Number:

530-749-5464

*** Email:**

jmcmillan@co.yuba.ca.us

Application for Federal Assistance SF-424

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

L: Public/Indian Housing Authority

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.896

CFDA Title:

Family Self-Sufficiency Program

*** 12. Funding Opportunity Number:**

FR-5800-N-08

*** Title:**

Family Self-Sufficiency Program Coordinators

13. Competition Identification Number:

FSS-08

Title:

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

*** 15. Descriptive Title of Applicant's Project:**

YCHA HCV/FSS PROGRAM

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant CA-002

* b. Program/Project CA-002

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

17. Proposed Project:

* a. Start Date: 01/01/2015

* b. End Date: 12/31/2015

18. Estimated Funding (\$):

* a. Federal	55,458.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	55,458.00

*** 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 in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

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: Ms. * First Name: WENDY

Middle Name:

* Last Name: HARTMAN

Suffix:

* Title: DIRECTOR OF PLANNING, HOUSING & COMM. SERVICE

* Telephone Number: 530-749-5681

Fax Number: 530-749-5464

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

* Signature of Authorized Representative: Completed by Grants.gov upon submission.

* Date Signed: Completed by Grants.gov upon submission.

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Number: 2510-0011
Expiration Date: 10/31/2012

Applicant/Recipient Information

* Duns Number: 1307729110000

* Report Type: INITIAL

1. Applicant/Recipient Name, Address, and Phone (include area code):

* Applicant Name:

YUBA COUNTY HOUSING AUTHORITY

* Street1: 915 8TH STREET

Street2: SUITE 130

* City: MARYSVILLE

County: YUBA

* State: CA: California

* Zip Code: 95901-5290

* Country: USA: UNITED STATES

* Phone: 530-749-5448

2. Social Security Number or Employer ID Number: 68-0285924

* 3. HUD Program Name:

Family Self-Sufficiency Program

* 4. Amount of HUD Assistance Requested/Received: \$ 55,458.00

5. State the name and location (street address, City and State) of the project or activity:

* Project Name: YCHA HCV/FSS PROGRAM

* Street1: 915 8TH STREET

Street2: SUITE 130

* City: MARYSVILLE

County: YUBA

* State: CA: California

* Zip Code: 95901-5290

* Country: USA: UNITED STATES

Part I Threshold Determinations

* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

☐ Yes

☒ No

* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR Sec. 4.9

☐ Yes

☒ No

If you answered " No " to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.

However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:

Street2:

* City:

County:

* State:

* Zip Code:

* Country:

* Type of Assistance:

* Amount Requested/Provided: \$

* Expected Uses of the Funds:

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:

Street2:

* City:

County:

* State:

* Zip Code:

* Country:

* Type of Assistance:

* Amount Requested/Provided: \$

* Expected Uses of the Funds:

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must decide.

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	* Social Security No. or Employee ID No.	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %

(Note: Use Additional pages if necessary.)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

* Signature:

* Date: (mm/dd/yyyy)

Completed Upon Submission to Grants.gov

Facsimile Transmittal**1398361662 - 3320****U. S. Department of Housing
and Urban Development**
Office of Department Grants
Management and OversightOMB Number: 2525-0118
Expiration Date: 06/30/2011

Name of Document Transmitting: YCHA HCV/FSS PROGRAM

1. Applicant Information:

Legal Name: YUBA COUNTY HOUSING AUTHORITY

Address:

Street1: 915 8TH STREET

Street2: SUITE 130

City: MARYSVILLE

County: YUBA

State: CA: California

Zip Code: 95901-5290

Country: USA: UNITED STATES

2. Catalog of Federal Domestic Assistance Number:

Organizational DUNS: 1307729110000

CFDA No.: 14.896

Title: Family Self-Sufficiency Program

Program Component:

3. Facsimile Contact Information:

Department:

Division:

4. Name and telephone number of person to be contacted on matters involving this facsimile.

Prefix: Ms.

First Name: JANE

Middle Name:

Last Name: MCMILLAN

Suffix:

Phone Number: 530-749-5448

Fax Number:

5. Email: jmcmillan@co.yuba.ca.us

6. What is your Transmittal? (Check one box per fax)☐ a. Certification ☒ b. Document ☐ c. Match/Leverage Letter ☐ d. Other

7. How many pages (including cover) are being faxed?

1

**Housing Choice Voucher
(HCV) /Public Housing (PH)
Family Self-Sufficiency (FSS)
Program Coordinator
Funding**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian
Housing

OMB Approval No. 2577-0178
Exp. (01/31/2017)

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. Information provided is to determine the eligibility of the applicant for funding for the salary of a program coordinator. HUD uses the information to determine eligibility of the applicant to receive funding. Information is required to obtain benefit under 24 CFR 982.302(b). The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

PART I: General Information. (To be completed by all applicants.)

Applicant Category: <input type="checkbox"/> PHAs Not Currently administering FSS <input checked="" type="checkbox"/> PHAs Currently administering FSS Type of FSS Program: <input checked="" type="checkbox"/> HCV FSS <input type="checkbox"/> PH FSS	Moving-to-Work PHA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No State or Regional PHA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DUNS Number of Applicant: <div style="border: 1px solid black; padding: 2px;">13-077-2911</div>	Funding Request for Fiscal Year: <div style="border: 1px solid black; padding: 2px;">55458</div>
A. PHA Legal Name (For joint applicants, lead PHA name): YUBA COUNTY HOUSING AUTHORITY Address: 915 8TH STREET, SUITE 130 City: MARYSVILLE County: YUBA State: CA Zip Code: 95901 PHA Number of Applicant: CA107			
B. Legal Name of Joint Applicant PHA. (If applicable.) Address: City: County: State: Zip Code: PHA Number of Applicant:			
Legal Name of Joint Applicant PHA. (If applicable.) Address: City: County: State: Zip Code: PHA Number of Applicant:			
Legal Name of Joint Applicant PHA. (If applicable.) Address: City: County: State: Zip Code: PHA Number of Applicant:			
PHA Number of Applicant:			
Note: Please use the table on page 7, Appendix A below to list any additional co-applicants.			
C. Evidence demonstrating salary comparability to similar positions in the local jurisdiction for each position requested is on file at the PHA.			<input type="checkbox"/> Yes <input type="checkbox"/> No
D. Contact information for person most familiar with the application:			
Name	Email Address	Telephone Number	
JANE MCMILLAN	jcmcmillan@co.yuba.ca.us	530-749-5448	

PART II: Funding/Positions Requested by PHAs that are Currently Administering FSS Programs

A. Previously Funded Positions

Position Number	Salary Requested Per Position under this NOFA (Including Fringe Benefits)**	Indicate whether Full-Time or Part-Time	FY Last Funded	Salary Amount Last Funded	Is Applicant's Request Above Percentage Allowed in the NOFA (if applicable)? 'Y' or 'N'
1.	55458	Full-time	2014	55458	N
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
Total Salary Requested:					

B. New Positions – Positions not funded previously under a NOFA.

Position Number	Salary Requested Per Position under this NOFA (Including Fringe Benefits)**	Indicate whether Full-Time or Part-Time
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
Total Salary Requested:		

Note: Please use the tables on page 8, Appendix A below if you need additional space for previously funded and/or new positions.

C. Total Requested

1.	1	Total number of positions requested in Part II (enter 0.5 for part-time positions)
2.	55458	Total salary requested in Part II (add totals from Part II.A and Part II.B)

** Salary awards will not exceed the cap per position stated in the most recent NOFA.

D. Total number of families under FSS contract during the NOFA target period.

32

2014 eLogic Model® Information Coversheet



Instructions

When completing this section, there are "mandatory" fields that must be completed. These fields are highlighted in yellow. The required data must be entered correctly to complete an eLogic Model®. Applicant Legal Name must match box 8a in the SF-424 in your application. Enter the legal name by which you are incorporated and pay taxes. Only complete the CCR Doing Business As Name field if your registration at CCR includes an entry in Doing Business as: (DBA). Enter the DUNS # as entered into box 8c of the SF-424 Application for Federal Assistance form. Enter the City where your organization is located. This information must match the SF-424 data in your application. Use the dropdown to enter the State where your organization is located. This information must match the SF-424 data in your application. Enter the Grantee Contact Name and the Grantee email address in the fields provided. Enter the eLogic Model® Contact Name and their email address in the fields provided. When completing the Project Information Section, applicants except Indian Tribes must enter their Project Name, Project Location City/County/Parish, and State. If there are multiple locations, enter the location where the majority of the work will be done. Indian tribes, including multi-state tribes should enter the City or County associated with their business address location. For Indian Tribes, enter the state applicable to the business address of the Tribal entity.

Program Information

HUD Program **FSS**

Program CFDA # **14.896**

Grantee Information

Applicant Legal Name **YUBA COUNTY HOUSING AUTHORITY**
SAM.GOV Doing Business As Name
DUNS Number **130772911**
City **MARYSVILLE**
State **CALIFORNIA**
Zip Code **95901**
Grantee Contact Name **JANE MCMILLAN**
Grantee Contact email **jcmillan@co.yuba.ca.us**
Logic Model Contact Name **JANE MCMILLAN**
Logic Model Contact email **jcmillan@co.yuba.ca.us**

Project Information

Project Name **YCHA HCV/FSS Program**
Project Location City/County/Parish **MARYSVILLE**
Project Location State **CALIFORNIA**
Zip Code **95901**

Additional Information for Reporting (Leave Blank At the Time of Application)

HUD Award Number

Worksheet

YUBA COUNTY HOUSING AUTHORITY						
Applicant Legal Name		FSS		Projection		
CCR Doing Business As Name		YCHA HCV/FSS Program		Reporting Start Date		
HUD Program				Reporting End Date		
Project Name						
1	2	3	4	5	6	7
Policy	Planning	Programming	Households	Impact	Persons	Accountability
3c	1a 1b 1c 4c 5a 5c	Child Care-Families linked to Child Care Services		Education-Associates degree obtained		A. Tools for Measurement
	There is a need to link new FSS program participants to services and economic opportunities that will lead to employment and economic self-sufficiency.	Education-Participation in Adult Basic Education	Persons	Education-Bachelors degree obtained	Persons	Interviews Plans
	There is a need to maintain on-going linkages to services and economic opportunities for existing FSS program participants in order to support their transition to employment and economic self-sufficiency.	Education-Participation in ESL classes	Persons	Education-Adult Basic Education-Completed	Persons	
		Education-Participation in High School/GED program	Persons	Education-Certification from technical school	Persons	B. Where Data Maintained
		Education-Participation in Post secondary classes	Persons	Education-ESL-Completed	Persons	Individual case records Agency database
		Employment-Job retention activities	Persons	Education-GED/High School diploma obtained	Persons	
		Financial Literacy-Escrow accounts established	Persons	Employment-Employment obtained (including apprenticeship)	Persons	C. Source of Data
		Financial Literacy-Tax Preparation assistance provided	Persons	Employment-Employment increased from part-time to full-time (32+ hours)	Persons	Escrow accounts GED certification/diploma
		Financial Literacy-IDA accounts (not escrow) established	Persons	Employment-Promotion/new job resulting in increased hourly wage	Persons	Employment records Testing results
		Financial Literacy-Individualized Counseling	Persons	Employment-Maintain employment greater than one year	Persons	D. Frequency of Collection
		Financial Literacy-Classroom Setting	Persons		Persons	Quarterly

DUNS No. 130772911

FY 2014

Applicant Legal Name YUBA COUNTY HOUSING AUTHORITY		Reporting Period		Projection	
CCR Doing Business As Name HUD Program		Reporting Start Date		01/01/2015	
FSS		Reporting End Date		12/31/2015	
YCHA HCV/FSS Program					
Project Name					

DUNS No. 130772911

FY 2014

1	2	3	4	5	6	7
Policy	Planning	Programming		Impact		Accountability
		Financial Education (participation)		Employment-Employer-Provided health benefits obtained		Upon incident
		Health-Referral for health care services (physical/dental)	Persons	Financial Literacy-EITC received	Households	
		Health-Referral for mental health services	Persons	Housing-Increased earned income results in no longer needing rental assistance	Households	
		Health-Referral for substance abuse services	Persons	Housing-Purchased home with HCV Homeownership Assistance	Households	E. Processing of Data
		Housing-Homeownership counseling	Persons	Housing-Purchased home without HCV Homeownership Assistance	Households	Relational database
		Service Coordination-New families enrolled (new CoPs)	Households			Manual tallies
		Service Coordination-Families continuing to receive service coordination	Households			
		Service Coordination-Families graduated	Households			
		Service Coordination-Individuals served (unduplicated count)	Persons			
		Training-Job Preparation/Counseling (soft skills)-Enrolled	Persons			
		Training-Job Preparation/Counseling	Persons			

YUBA COUNTY HOUSING AUTHORITY	
Applicant Legal Name	0
CCR Doing Business As Name	
HUD Program	FSS
Project Name	YCHA HCV/FSS Program
Reporting Period	
Reporting Start Date	01/01/2015
Reporting End Date	12/31/2015

DUNS No. 130772911

FY 2014

1	2	3	4	5	6	7
Policy	Planning	Programming (soft skills)-Completed	Persons	Impact		Accountability
		Training-Job Training (for specific job/type of job)-Enrolled	Persons			
		Training-Job Training (for specific job/type of job)-Completed	Persons			
		Training-Parenting/Household Skills/Life Skills (non-job training)-Enrolled	Persons			
		Training-Parenting/Household Skills/Life Skills (non-job training)-Completed	Persons			
		Transportation-Transportation services to enable service provision/employment	Persons			

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CONSENT
AGENDA

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The County of Yuba

Department of Administrative Services

Doug McCoy, Director




185-14

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

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

May 20, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director 

SUBJECT: AUTHORIZE THE CHAIRMAN TO EXECUTE AIRPORT LEASE AGREEMENT
FOR UNITED PARCEL SERVICE (BT-OH, LLC) FOR LOT 7, INDUSTRIAL PARK 1

Recommendation:

It is recommended that the Board authorize the Chairman of the Board of Supervisors to execute the subject airport lease agreement.

Background:

The attached is a new ground lease with United Parcel Service. The previous lease was a 40-year lease written in 1974 that will expire on April 30, 2014. Lot 7 is a 5-acre parcel located in Airport Industrial Park No. 1.

Discussion:

The Airport has worked with the company over the past several months to mutually agree on a reasonable lease rate. The previous lease was \$500 a year for a 40-year term. The new rate is \$.02 cents per square foot or \$4,356 annually. The rate was determined after review of similar current leases in the industrial park area. The lease rate is adjusted annually based on changes to the Consumer Price Index and will continue for a lease term of 20 years.

As requested by the Public Facilities Committee, additional language was considered and added to page 6 under 14.b. that states: "*should Lessee sublease the property for a rate greater than 25 percent above the original rental, the Lessee shall be obligated to pay the equivalent of 25 percent of the increase to the County as additional rent.*"

Committee Action:

This item was presented to the Public Facilities Committee on February 25, 2014, and April 15, 2014. The agreement was reviewed and approved by County Counsel.

Fiscal Impact:

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

Attachments

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LEASE

THIS LEASE, made on the _____ day of _____, 2014, by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "Lessor") and BT – OH, LLC (hereinafter referred to as "Lessee").

WITNESSETH:

1. DESCRIPTION OF PREMISES. Lessor does hereby lease to Lessee, and Lessee does hereby rent and accept from Lessor, for the consideration and subject to all of the terms and conditions hereinafter set forth, the premises (the "Premises") described as Lot No. 7, Industrial Park No. 1, Yuba County Airport, APN 13-410-077, containing five acres, more or less, as shown on the map entitled "Subdivision of Yuba County Industrial Tract No. 1," on file in the office of the County recorder of the County of Yuba, State of California, in Book 5 of Maps, page 39.

2. TERM. The term of the Lease shall be for Twenty (20) years commencing on the first day of May 2014 (Effective Date) and terminating on the 30th day of April, 2034. Lessee shall have the right to negotiate to obtain a new lease for the premises upon expiration of the term. The terms of any new lease and the rent to be paid thereunder, are subject to negotiation between the Lessor and Lessee.

3. RENT.

A. Base Rent. Annual lease Base Rent during the term of this Lease Agreement shall be at the rate of 2.0 cents per square foot for the Premises or the sum of FOUR THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$4,356.00).

B. Rent Adjustments. Effective July 1st of each year, a new annual rent shall be determined based upon the following adjustment:

(1) For the purpose of this adjustment, the basic index to be used for adjusting the rent shall be the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers U.S. City Average published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), for the month of or nearest April 1st of each year.

(2) Effective each July 1st, the annual rent shall be increased by the then current basic index (CPI) as defined by the BLS.

(3) In the event that the basic index (CPI) decreases to a point of reflecting a negative figure for that year, the rental rate shall not change.

(4) If the foregoing index is no longer available, then a comparable economic indicator shall be used to determine the annual rent adjustment.

4. OTHER CHARGES AND FEES:

Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at their sole expense and cost, contest any tax, fee, or assessment.

5. USE OF PREMISES. Lessee shall use the Premises for a package delivery business operation.

6. LESSEE'S IMPROVEMENTS ON PREMISES. Lessee or its predecessors in interest have constructed improvements on the Premises as follows:

A. Fence. Upon termination of this Lease or any extension thereof, Lessee may remove the fence surrounding the premises. If said fence is not removed within

ninety (90) days from the date of such termination, said fence shall become the property of County. In the event of removal of said fence by Lessee, the Premises shall be left in good order and shall not be marred or defaced.

B. Buildings. Upon termination of this Lease or any extension thereof, Lessee may remove the structures from the Premises. If the Buildings are not removed within ninety (90) days from the date of such termination, the Buildings shall become the property of County. In the event of removal of the Buildings by Lessee, the Premises shall be left in good order and shall not be marred or defaced.

7. MAINTENANCE OF PREMISES. Lessee, at its own cost and expense, shall keep the said premises and improvements and permanent equipment in good condition and repair during the full term of this Lease, and Lessor may inspect said premises from time to time, and notify Lessee of any repairs that may be necessary, and if the Lessee shall not promptly make such necessary repairs, then the Lessor may make same at the expense and cost of the Lessee.

8. OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:

A. Except for Lessee's work, Lessee shall make no alterations, additions, or improvements in or to the leased premises without Lessor's prior written consent.

B. All of the Lessee's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Lessee, and upon expiration or termination of this Lease does not become the property of Lessor. Lessee shall have the right at the termination of the Lease and within a reasonable amount of time after such expiration to remove Lessee's buildings, cement floors, personal property, and trade fixtures, provided any damage to Lessor's property resulting from such removal shall be repaired or restored at Lessee's expense. Any of Lessee's buildings, personal property, or trade fixtures that are not removed after

a reasonable amount of time after the date of any termination of this Lease shall thereafter belong to Lessor without payment of any consideration therefor.

9. COMPLIANCE WITH LAWS. Lessee, at its own expense, shall promptly observe and comply with all rules, regulations, orders, and laws now in effect or which may hereafter be enacted during this Lease by any municipal, county, state, or federal authorities, with respect to the operation and use of the Premises by Lessee.

10. INSURANCE: Lessee shall throughout the existence of this Lease, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit as follows:

A. The terms of the attached Exhibit A, "Insurance Provisions," are made a part of this Lease and are incorporated herein by reference.

B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Lessee as required by law in the State of California.

C. Additional Insureds: The insurance required shall include the County of Yuba, its officers and employees, as additional insureds except with regard to occurrences that are the result of their sole negligence.

D. Cancellation Notice: The insurance required shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of Yuba.

E. Proof of Insurance: Lessee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

11. INDEMNITY: Lessee shall indemnify and defend the County and its officers, agents, and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents, and employees, which shall in any way arise out of or be connected with Lessee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

12. TAXES AND ASSESSMENTS: Under this Lease, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that such property interest may be subject to property taxation created, and that the party to whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Lessee shall pay all taxes and assessments of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Lessee's right to use Airport.

13. UTILITIES: Lessee shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Lessee will furnish its own heat, light, and power for the operation of said premises, including but not limited to any service charges, connection or installation fees, related thereto.

14. ASSIGNMENT OR SUBLEASE:

A. Lessee shall not assign or transfer in whole or in part by operation of law or otherwise this Lease or any of the Lessee's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder or the hangar constructed upon said premises without Lessor's consent to assignment of this Lease, and the Lessor shall not

unreasonably withhold his consent to assignment. Lessor retains the right at time of proposed assignment to terminate Lease and renegotiate a new Lease with proposed assignees at Lessor's option.

B. Lessee shall have the right to sublease up to 100 percent of his leasehold with the prior written approval of Lessor, but sublessees will be required to pay appropriate use fees or charges as established from time-to-time by the County. Further, should Lessee sublease the property for a rate greater than 25% above the original rental, the Lessee shall be obligated to pay the equivalent of 25% of the increase to the County as additional rent. Any sublease of this Lease shall also contain the above provision prohibiting further subleasing by sublessees.

C. If Lessee, without securing prior written approval of Lessor, attempts to effect such a transfer, assignment, sublease, or if a transfer occurs by operation of law, Lessor may terminate this Lease upon thirty (30) days' notice to Lessee without further liability to Lessee and such assignment, transfer, or sublease shall be void.

15. DEFAULT: In the event Lessee is in default in the payment on any amount due under the terms of this Lease or defaults in the performance of any of the covenants or conditions on Lessee's part to be performed, then Lessor, at its option, may terminate this Lease and re-enter upon the premises. Lessor shall have the right to retain all rents and any other sums owing and unpaid to the date of termination hereunder.

16. BANKRUPTCY: In the event of bankruptcy, either voluntary or involuntary, or any assignment for the benefit of creditors made by Lessee, Lessee's interest hereunder shall automatically terminate.

17. FIRE DAMAGE: It is mutually understood and agreed between the parties hereto that in the event any portion of the demised premises be destroyed by fire and the same

cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease. In the event such restoration can be made within ninety (90) days, Lessor agrees to restore said premises provided further that during the period of non-occupancy by Lessee, the rent for said premises shall be waived during the period of non-occupancy and non-use.

18. BREACH OR NONCOMPLIANCE: The waiver of any breach or noncompliance with any terms, covenants, conditions, or provisions of this Lease or any rules, regulations, or decisions adopted pursuant thereto shall not constitute the waiver of any subsequent breach thereof whether such breach or noncompliance be the same or of a different kind or character.

19. ATTORNEY'S FEES: In case Lessor, without fault on its part, be made a party to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection with such litigation. Should either party hereto bring any action at law or in equity to enforce any of the rights hereunder, the prevailing party in such action shall be entitled to recover attorney's fees and any other relief that may be granted by the court, whether or not the party prevailing in such action be the party who instituted the same.

20. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:

To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit B, attached hereto and made a part hereof.

21. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:

To County At:

Airport Manager
YUBA COUNTY AIRPORT
1364 Sky Harbor Drive
Olivehurst, CA 95961

Copy to:

Yuba County
County Counsel
Suite 111
119 8th Street
Marysville, CA 95901

To Lessee At:

Real Estate Manager
5020 Ivy Street
Commerce City, CO 80022

Copy to:

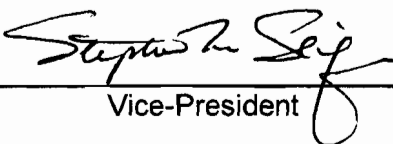
UPS Corporate Real Estate
Contract Administrator
55 Glenlake Pkwy, NE
Atlanta, GA 30328
Building 1, Floor 5

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first
above written.

COUNTY OF YUBA

By _____
Chairman

BT – OH, LLC

By  _____
Vice-President

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of
Supervisors

By _____

REVIEW OF INSURANCE:

Risk Manager

APPROVED AS TO FORM:

 _____
County Counsel

EXHIBIT A

INSURANCE PROVISIONS

LESSEE 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 LESSEE, 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 LESSEE 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 LESEE provides written verification it has no employees)

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

5. **Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

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 LESSEE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of LESSEE 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 LESSEE'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, **LESSEE's insurance coverage shall be primary** insurance as respect to 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 LESSEE'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

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

Verification of Coverage

LESSEE 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 LESSEE'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

LESSEE 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.

EXHIBIT B

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement 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 Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of 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 subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Lessee agrees that it shall insert the above five provisions in any permit by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The County of Yuba reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the County of Yuba and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County of Yuba, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Yuba County Airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon

the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Yuba County Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

The County of Yuba

Department of Administrative Services

Doug McCoy, Director




186-14
AIRPORT
BUILDING & GROUNDS 749-7880
FACILITIES MANAGEMENT 749-7880
INFORMATION SERVICES 749-7891
PRINT SHOP 749-7880
PURCHASING 749-7880
TELECOMMUNICATIONS 749-7880

(530) 749-7880
FAX (530) 749-7836

May 20, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director 

SUBJECT: AUTHORIZE THE CHAIRMAN TO EXECUTE AIRPORT LEASE AGREEMENTS
FOR CORPORATE HANGAR LEASE SITE NO. 5, GROUND SITES NO. 4 AND 6

Recommendation:

It is recommended that the Board authorize the Chairman of the Board of Supervisors to execute the subject airport lease agreements.

Background:

The attached are new ground leases with Honeycutt Aviation. Honeycutt Aviation has purchased the aircraft hangar facilities located on the ground sites from the previous owner. The lease rate of \$.04 cents per square foot is consistent with similar leases and will generate \$2,880 annually in new airport revenue.

Discussion:

The location of the hangar ground lease sites are shown on the attached layout as Exhibit A to the lease. Each ground lease site accommodates a privately-owned 3,000 sf aircraft hangar.

Committee Action:

This item was not presented to the committee as it is a standard ground lease that has been before the board a number of times for other new tenants and considered routine. The agreement was reviewed and approved by County Counsel.

Fiscal Impact:

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

Attachments

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HANGAR
#4

AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this ____ day of _____, 2014, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and HONEYCUTT AVIATION, hereinafter called "Lessee."

WITNESSETH

WHEREAS, Lessor owns and operates the public airport facilities situated in the County of Yuba, California, hereinafter referred to as "Airport"; and

WHEREAS, said real property is devoted to and held for airport development, and

WHEREAS, pursuant to the provisions of Section 50478, Government Code, Lessor is authorized to lease all or any portion of said property for the construction and maintenance of hangars, service shops, structures, and other conveniences for airport purposes; and

WHEREAS, Lessor hereby finds that the terms and conditions as set forth herein below are beneficial and necessary, to promote the welfare and convenience of the public using the Airport.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. LEASED PREMISES: Lessor hereby sets over, leases, and demises to Lessee, and Lessee hereby hires from Lessor, all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

Yuba County Airport Terminal Area
Master Lease Map
Corporate Lease Site Number 5 / Hangar #4
(3,000 square feet)

Attached to this Lease and marked "Exhibit A" is the subject map showing the specific location of the property herein demised, which for this purpose is incorporated herein and by this reference made a part hereof.

2. TERM: The term of this Lease shall be five (5) years commencing on the 1st day of March, 2014. Lessee shall have the first right to negotiate to obtain a new lease for the premises upon expiration of the five-year term. The terms of any new lease, or extension of this lease, and the rent to be paid thereunder, are subject to negotiation between the Lessor and Lessee.

3. CONSIDERATION:

A. Lessee hereby agrees to pay as rent for said premises the sum of \$.04 cents per square foot of building area per month or One Hundred Twenty Dollars (\$120.00), payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rental shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment. The Lessee, however, shall have the right to pay one annual payment of all the monthly rents prior to the first day of the following year and by so doing receive a one month's reduction of said rents.

B. Concurrently with Lessee's execution of this Lease, Lessee shall pay to Lessor the sum of the rent for the first and last month of the term of this Lease or Two Hundred Forty Dollars (\$240.00).

4. OTHER CHARGES AND FEES:

Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at their sole expense and cost, contest any tax, fee, or assessment.

5. PENALTIES: Payments not made by the 10th of the month are subject to a late fee as established by the Board of Supervisors. In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Lease are due, Lessor shall assess interest at the rate of eighteen percent (18%) annual percentage rate of the payment due for each month unpaid or any portion of a monthly payment which is left unpaid.

6. LEASEHOLD IMPROVEMENTS:

A. Lessee, at its own cost, shall completely build, erect and equip, in accordance with plans and specifications to be approved by Lessor prior to the start of construction, a pre-engineered hangar building approximately 60 ft x 50 ft; building to be painted a color approved by Lessor. The exterior of said building to be compatible with the existing structures.

B. The demised premises and the building constructed thereon shall be used exclusively for the storage of aircraft owned, leased or hired by Lessee and for no other purpose.

C. In the event that Lessee shall fail or refuse to construct said hangar or complete said hangar in a timely manner, the Lessor shall have the right to demand a final date of completion. The Lessee shall make every attempt to construct the hangar within the first year of the lease.

D. Lessee shall submit to Lessor for approval all detailed plans and specifications for all leasehold improvements. Lessor agrees that it shall either approve the plans and specifications as submitted, or transmit proposed revisions to Lessee, within thirty (30) calendar days of receipt of the plans and specifications from Lessee.

E. In the event that Lessor requires revisions of the original plans and specifications, Lessee shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for Lessor's approval. Lessor's approval of plans and specifications shall not be withheld unreasonably.

F. Upon receiving Lessor's final approval of the plans and specifications, Lessee shall engage one or more qualified contractors to construct said improvements. Construction shall commence within sixty (60) calendar days of Lessee's receipt of Lessor's final approval of the plans and specifications and shall be scheduled for completion not later than one hundred eighty (180) calendar days after commencement of construction.

G. Lessee, at its own expense, shall procure all necessary permits for any construction of facilities, and all work and installations shall be made in accordance with all applicable laws, ordinances, and rules and regulations of any governmental body having jurisdiction of such matters. Lessee shall save Lessor harmless from any loss or damage by reason of any mechanic's lien or encumbrance of any kind or nature.

H. This Lease shall be subject to the Federal Aviation Administration's approval of any proposed construction as provided for on Federal Aviation Administration Form 7460-1.

I. At the end of the term of this Lease, Lessee shall have the right of removal. If Lessee fails to exercise said right of removal, Lessor may, at its option, remove and dispose of

all structures then located on the premises, or may declare said structures abandoned; if so abandoned, title to said structures shall pass to Lessor. In the event of default in the payment of rent, Lessor may re-enter the premises and use same and all structures thereon for its own purposes. In such event, and in the event default remains uncured for thirty (30) days thereafter, title to the structures shall thereupon pass to Lessor.

7. OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:

A. Except for Lessee's work, Lessee shall make no alterations, additions, or improvements in or to the leased premises without Lessor's prior written consent.

B. All of the Lessee's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Lessee, and upon expiration or termination of this Lease does not become the property of Lessor. Lessee shall have the right at the termination of the Lease and within a reasonable amount of time after such expiration to remove Lessee's buildings, cement floors, personal property, and trade fixtures, provided any damage to Lessor's property resulting from such removal shall be repaired or restored at Lessee's expense. Any of Lessee's buildings, personal property, or trade fixtures that are not removed after a reasonable amount of time after the date of any termination of this Lease shall thereafter belong to Lessor without payment of any consideration therefor.

8. OPERATIONS: Lessee's approved operation at Airport is pursuant to the provisions of Part 135 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. Aircraft operated may be owned by Lessee or others. Lessee shall at all times and at its own cost and expense have all its owned or operated commercial aircraft maintained in good operating order and free from known mechanical defects. The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the County Airport Manager. The Airport Manager shall at all times have final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and

common use areas at Airport to be utilized by Lessee in connection with its aircraft.

All of Lessee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any such law, rules, regulations or requirement is changed subsequent to the execution of this lease and Lessee's activities are affected thereby, Lessee shall be allowed a reasonable time within which to comply with such change. Lessee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Lessee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

9. USE OF COMMON AREAS:

A. Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking designated by Lessor.

B. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

10. USE OF PREMISES: Except as otherwise specifically limited herein, the leased premises shall be used by Lessee only for the purpose of conducting therein and thereon Lessee's registered aircraft operations and maintenance of the same aircraft and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease and Use Permit, Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises

and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i) will increase the premiums (unless Lessee pays such increase) or cause cancellation of any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be a nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes set forth in this paragraph 11 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease and Use Permit upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason Lessee's use of or operations on the leased premises. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

11. **SIGNS:** During the term of this Lease, Lessee shall have the right, at Lessee's expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape, and design, and at a location or locations, approved by the Airport Manager and in conformance with any overall directional graphics or sign program established by Lessor. Notwithstanding any other provision of this Lease, said sign(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the premises at the expiration of the term of this Lease.

12. **INSURANCE:** Lessee shall throughout the existence of this Lease, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit as follows:

A. The terms of the attached Exhibit B, "Insurance Provisions," are made a part of this Lease and are incorporated herein by reference.

B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Lessee as required by law in the State of California.

C. Additional Insureds: The insurance required shall include the County of Yuba, its officers and employees, as additional insureds except with regard to occurrences that are the result of their sole negligence.

D. Cancellation Notice: The insurance required shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of Yuba.

E. Proof of Insurance: Lessee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

13. INDEMNITY: Lessee shall indemnify and defend the County and its officers, agents, and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents, and employees, which shall in any way arise out of or be connected with Lessee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

14. MAINTENANCE AND REPAIR:
Lessee shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the

same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Lessee's negligence excepted.

15. TAXES: Under this Lease, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that such property interest may be subject to property taxation created, and that the party to whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Lessee shall pay all taxes of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Lessee's right to use Airport.

16. UTILITIES: Lessee shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Lessee will furnish its own heat, light, and power for the operation of said premises, including but not limited to any service charges, connection or installation fees, related thereto.

17. ASSIGNMENT OR SUBLEASE:

A. Lessee shall not assign or transfer in whole or in part by operation of law or otherwise this Lease or any of the Lessee's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder or the hangar constructed upon said premises without Lessor's consent to assignment of this Lease, and the Lessor shall not unreasonably withhold his consent to assignment. Lessor retains the right at time of proposed assignment to terminate Lease and renegotiate a new Lease with proposed assignees at Lessor's option.

B. Lessee shall have the right to sublease up to 100 percent of its leasehold with the approval of the Airport Manager, but sublessees will be required to pay appropriate use and fees or charges as established by the County. Any sublease of this Lease shall also contain the above provision prohibiting further subleasing by sublessees.

C. If Lessee, without securing prior written approval of Lessor, attempts to effect such a transfer, assignment, sublease, or if a transfer occurs by operation of law, Lessor may terminate this Lease upon thirty (30) days' notice to Lessee without further liability to Lessee and such assignment, transfer, or sublease shall be void.

18. **DEFAULT:** In the event Lessee is in default in the payment on any amount due under the terms of this Lease or defaults in the performance of any of the covenants or conditions on Lessee's part to be performed, then Lessor, at its option, may terminate this Lease and re-enter upon the premises. Lessor shall have the right to retain all rents and any other sums owing and unpaid to the date of termination hereunder.

19. **BANKRUPTCY:** In the event of bankruptcy, either voluntary or involuntary, or any assignment for the benefit of creditors made by Lessee, Lessee's interest hereunder shall automatically terminate.

20. **FIRE DAMAGE:** It is mutually understood and agreed between the parties hereto that in the event any portion of the demised premises be destroyed by fire and the same cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease. In the event of total loss, Lessee further agrees to return the property to its original condition. In the event such restoration can be made within ninety (90) days, Lessor agrees to restore said premises provided further that during the period of non-occupancy by Lessee, the rent for said premises shall be waived during the period of non-occupancy and non-use.

21 **BREACH OR NONCOMPLIANCE:** The waiver of any breach or noncompliance with any terms, covenants, conditions, or provisions of this Lease or any rules, regulations, or decisions adopted pursuant thereto shall not constitute the waiver of any subsequent breach thereof whether such breach or noncompliance be the same or of a different kind or character.

22. ATTORNEY'S FEES: In case Lessor, without fault on its part, be made a party to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection with such litigation. Should either party hereto bring any action at law or in equity to enforce any of the rights hereunder, the prevailing party in such action shall be entitled to recover attorney's fees and any other relief that may be granted by the court, whether or not the party prevailing in such action be the party who instituted the same.

23. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:

To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit C, attached hereto and made a part hereof.

24. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:

To County At:

Airport Manager
YUBA COUNTY AIRPORT
1364 Sky Harbor Drive
Olivehurst, CA 95961

To Lessee At:

1489 Sky Harbor Drive
Olivehurst, CA 95961

Copy to:

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

IN WITNESS WHEREOF, the parties have signed this Lease the day and year first above written.

LESSEE

By: 
Dan Honeycutt

COUNTY OF YUBA

By: _____
Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
Of Supervisors

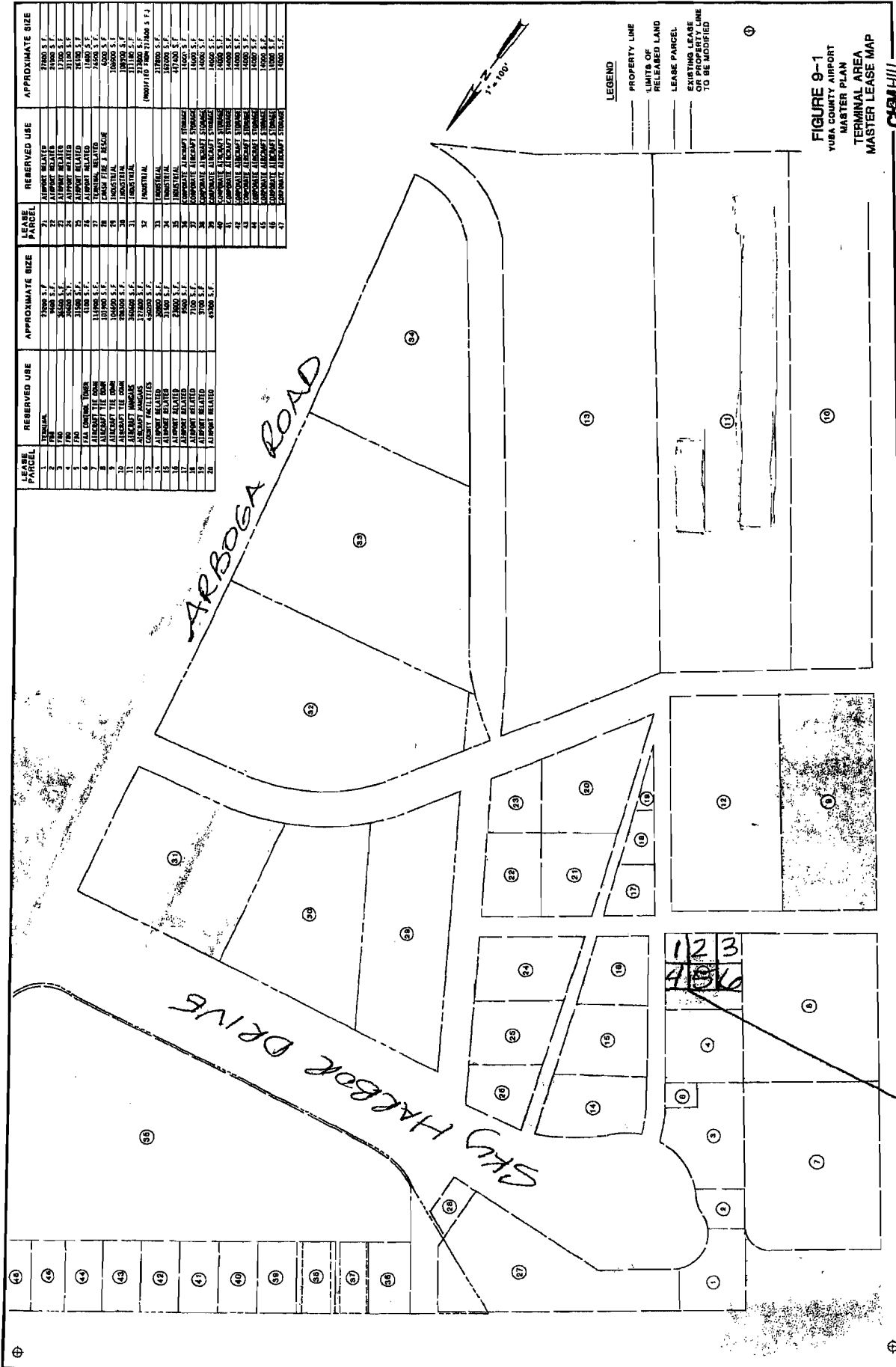
REVIEW OF INSURANCE:

Risk Manager

APPROVED AS TO FORM:


County Counsel
by: Bobbie Ross Todd

EXHIBIT A



Lease Site 5
Hangar 4

EXHIBIT B

INSURANCE PROVISIONS

LESSEE 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 LESSEE, 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 LESSEE 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 LESSEE provides written verification it has no employees)

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

5. **Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

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 LESSEE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of LESSEE 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 LESSEE'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, **LESSEE's insurance coverage shall be primary** insurance as respect to 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 LESSEE'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

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

Verification of Coverage

LESSEE 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 LESSEE'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

LESSEE 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.

EXHIBIT C

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement 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 Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of 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 subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Lessee agrees that it shall insert the above five provisions in any permit by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The County of Yuba reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the County of Yuba and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County of Yuba, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Yuba County Airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon

the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Yuba County Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

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AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this ____ day of _____, 2014, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and HONEYCUTT AVIATION, hereinafter called "Lessee."

WITNESSETH

WHEREAS, Lessor owns and operates the public airport facilities situated in the County of Yuba, California, hereinafter referred to as "Airport"; and

WHEREAS, said real property is devoted to and held for airport development, and

WHEREAS, pursuant to the provisions of Section 50478, Government Code, Lessor is authorized to lease all or any portion of said property for the construction and maintenance of hangars, service shops, structures, and other conveniences for airport purposes; and

WHEREAS, Lessor hereby finds that the terms and conditions as set forth herein below are beneficial and necessary, to promote the welfare and convenience of the public using the Airport.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. **LEASED PREMISES:** Lessor hereby sets over, leases, and demises to Lessee, and Lessee hereby hires from Lessor, all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

Yuba County Airport Terminal Area
Master Lease Map
Corporate Lease Site Number 5 / Hangar #6
(3,000 square feet)

Attached to this Lease and marked "Exhibit A" is the subject map showing the specific location of the property herein demised, which for this purpose is incorporated herein and by this reference made a part hereof.

2. TERM: The term of this Lease shall be five (5) years commencing on the 1st day of March, 2014. Lessee shall have the first right to negotiate to obtain a new lease for the premises upon expiration of the five-year term. The terms of any new lease, or extension of this lease, and the rent to be paid thereunder, are subject to negotiation between the Lessor and Lessee.

3. CONSIDERATION:

A. Lessee hereby agrees to pay as rent for said premises the sum of \$.04 cents per square foot of building area per month or One Hundred Twenty Dollars (\$120.00), payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rental shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment. The Lessee, however, shall have the right to pay one annual payment of all the monthly rents prior to the first day of the following year and by so doing receive a one month's reduction of said rents.

B. Concurrently with Lessee's execution of this Lease, Lessee shall pay to Lessor the sum of the rent for the first and last month of the term of this Lease or Two Hundred Forty Dollars (\$240.00).

4. OTHER CHARGES AND FEES:

Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at their sole expense and cost, contest any tax, fee, or assessment.

5. PENALTIES: Payments not made by the 10th of the month are subject to a late fee as established by the Board of Supervisors. In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Lease are due, Lessor shall assess interest at the rate of eighteen percent (18%) annual percentage rate of the payment due for each month unpaid or any portion of a monthly payment which is left unpaid.

6. LEASEHOLD IMPROVEMENTS:

A. Lessee, at its own cost, shall completely build, erect and equip, in accordance with plans and specifications to be approved by Lessor prior to the start of construction, a pre-engineered hangar building approximately 60 ft x 50 ft; building to be painted a color approved by Lessor. The exterior of said building to be compatible with the existing structures.

B. The demised premises and the building constructed thereon shall be used exclusively for the storage of aircraft owned, leased or hired by Lessee and for no other purpose.

C. In the event that Lessee shall fail or refuse to construct said hangar or complete said hangar in a timely manner, the Lessor shall have the right to demand a final date of completion. The Lessee shall make every attempt to construct the hangar within the first year of the lease.

D. Lessee shall submit to Lessor for approval all detailed plans and specifications for all leasehold improvements. Lessor agrees that it shall either approve the plans and specifications as submitted, or transmit proposed revisions to Lessee, within thirty (30) calendar days of receipt of the plans and specifications from Lessee.

E. In the event that Lessor requires revisions of the original plans and specifications, Lessee shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for Lessor's approval. Lessor's approval of plans and specifications shall not be withheld unreasonably.

F. Upon receiving Lessor's final approval of the plans and specifications, Lessee shall engage one or more qualified contractors to construct said improvements. Construction shall commence within sixty (60) calendar days of Lessee's receipt of Lessor's final approval of the plans and specifications and shall be scheduled for completion not later than one hundred eighty (180) calendar days after commencement of construction.

G. Lessee, at its own expense, shall procure all necessary permits for any construction of facilities, and all work and installations shall be made in accordance with all applicable laws, ordinances, and rules and regulations of any governmental body having jurisdiction of such matters. Lessee shall save Lessor harmless from any loss or damage by reason of any mechanic's lien or encumbrance of any kind or nature.

H. This Lease shall be subject to the Federal Aviation Administration's approval of any proposed construction as provided for on Federal Aviation Administration Form 7460-1.

I. At the end of the term of this Lease, Lessee shall have the right of removal. If Lessee fails to exercise said right of removal, Lessor may, at its option, remove and dispose of

all structures then located on the premises, or may declare said structures abandoned; if so abandoned, title to said structures shall pass to Lessor. In the event of default in the payment of rent, Lessor may re-enter the premises and use same and all structures thereon for its own purposes. In such event, and in the event default remains uncured for thirty (30) days thereafter, title to the structures shall thereupon pass to Lessor.

7. OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:

A. Except for Lessee's work, Lessee shall make no alterations, additions, or improvements in or to the leased premises without Lessor's prior written consent.

B. All of the Lessee's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Lessee, and upon expiration or termination of this Lease does not become the property of Lessor. Lessee shall have the right at the termination of the Lease and within a reasonable amount of time after such expiration to remove Lessee's buildings, cement floors, personal property, and trade fixtures, provided any damage to Lessor's property resulting from such removal shall be repaired or restored at Lessee's expense. Any of Lessee's buildings, personal property, or trade fixtures that are not removed after a reasonable amount of time after the date of any termination of this Lease shall thereafter belong to Lessor without payment of any consideration therefor.

8. OPERATIONS: Lessee's approved operation at Airport is pursuant to the provisions of Part 135 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. Aircraft operated may be owned by Lessee or others. Lessee shall at all times and at its own cost and expense have all its owned or operated commercial aircraft maintained in good operating order and free from known mechanical defects. The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the County Airport Manager. The Airport Manager shall at all times have final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and

common use areas at Airport to be utilized by Lessee in connection with its aircraft.

All of Lessee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any such law, rules, regulations or requirement is changed subsequent to the execution of this lease and Lessee's activities are affected thereby, Lessee shall be allowed a reasonable time within which to comply with such change. Lessee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Lessee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

9. USE OF COMMON AREAS:

A. Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking designated by Lessor.

B. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

10. USE OF PREMISES: Except as otherwise specifically limited herein, the leased premises shall be used by Lessee only for the purpose of conducting therein and thereon Lessee's registered aircraft operations and maintenance of the same aircraft and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease and Use Permit, Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises

and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i) will increase the premiums (unless Lessee pays such increase) or cause cancellation of any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be a nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes set forth in this paragraph 11 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease and Use Permit upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason Lessee's use of or operations on the leased premises. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

11. **SIGNS:** During the term of this Lease, Lessee shall have the right, at Lessee's expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape, and design, and at a location or locations, approved by the Airport Manager and in conformance with any overall directional graphics or sign program established by Lessor. Notwithstanding any other provision of this Lease, said sign(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the premises at the expiration of the term of this Lease.

12. **INSURANCE:** Lessee shall throughout the existence of this Lease, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit as follows:

A. The terms of the attached Exhibit B, "Insurance Provisions," are made a part of this Lease and are incorporated herein by reference.

B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Lessee as required by law in the State of California.

C. Additional Insureds: The insurance required shall include the County of Yuba, its officers and employees, as additional insureds except with regard to occurrences that are the result of their sole negligence.

D. Cancellation Notice: The insurance required shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of Yuba.

E. Proof of Insurance: Lessee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

13. INDEMNITY: Lessee shall indemnify and defend the County and its officers, agents, and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents, and employees, which shall in any way arise out of or be connected with Lessee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

14. MAINTENANCE AND REPAIR:

Lessee shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the

same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Lessee's negligence excepted.

15. TAXES: Under this Lease, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that such property interest may be subject to property taxation created, and that the party to whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Lessee shall pay all taxes of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Lessee's right to use Airport.

16. UTILITIES: Lessee shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Lessee will furnish its own heat, light, and power for the operation of said premises, including but not limited to any service charges, connection or installation fees, related thereto.

17. ASSIGNMENT OR SUBLEASE:

A. Lessee shall not assign or transfer in whole or in part by operation of law or otherwise this Lease or any of the Lessee's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder or the hangar constructed upon said premises without Lessor's consent to assignment of this Lease, and the Lessor shall not unreasonably withhold his consent to assignment. Lessor retains the right at time of proposed assignment to terminate Lease and renegotiate a new Lease with proposed assignees at Lessor's option.

B. Lessee shall have the right to sublease up to 100 percent of its leasehold with the approval of the Airport Manager, but sublessees will be required to pay appropriate use and fees or charges as established from time-to-time by the County. Any sublease of this Lease shall also contain the above provision prohibiting further subleasing by sublessees.

C. If Lessee, without securing prior written approval of Lessor, attempts to effect such a transfer, assignment, sublease, or if a transfer occurs by operation of law, Lessor may terminate this Lease upon thirty (30) days' notice to Lessee without further liability to Lessee and such assignment, transfer, or sublease shall be void.

18. **DEFAULT:** In the event Lessee is in default in the payment on any amount due under the terms of this Lease or defaults in the performance of any of the covenants or conditions on Lessee's part to be performed, then Lessor, at its option, may terminate this Lease and re-enter upon the premises. Lessor shall have the right to retain all rents and any other sums owing and unpaid to the date of termination hereunder.

19. **BANKRUPTCY:** In the event of bankruptcy, either voluntary or involuntary, or any assignment for the benefit of creditors made by Lessee, Lessee's interest hereunder shall automatically terminate.

20. **FIRE DAMAGE:** It is mutually understood and agreed between the parties hereto that in the event any portion of the demised premises be destroyed by fire and the same cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease. In the event of total loss, Lessee further agrees to return the property to its original condition. In the event such restoration can be made within ninety (90) days, Lessor agrees to restore said premises provided further that during the period of non-occupancy by Lessee, the rent for said premises shall be waived during the period of non-occupancy and non-use.

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YUBA COUNTY AIRPORT
1364 Sky Harbor Drive
Olivehurst, CA 95961

To Lessee At:

1489 Sky Harbor Drive
Olivehurst, CA 95961

Copy to:

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

IN WITNESS WHEREOF, the parties have signed this Lease the day and year first above written.

LESSEE

By: 
Dan Honeycutt

COUNTY OF YUBA

By: _____
Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
Of Supervisors

REVIEW OF INSURANCE:

Risk Manager

APPROVED AS TO FORM:


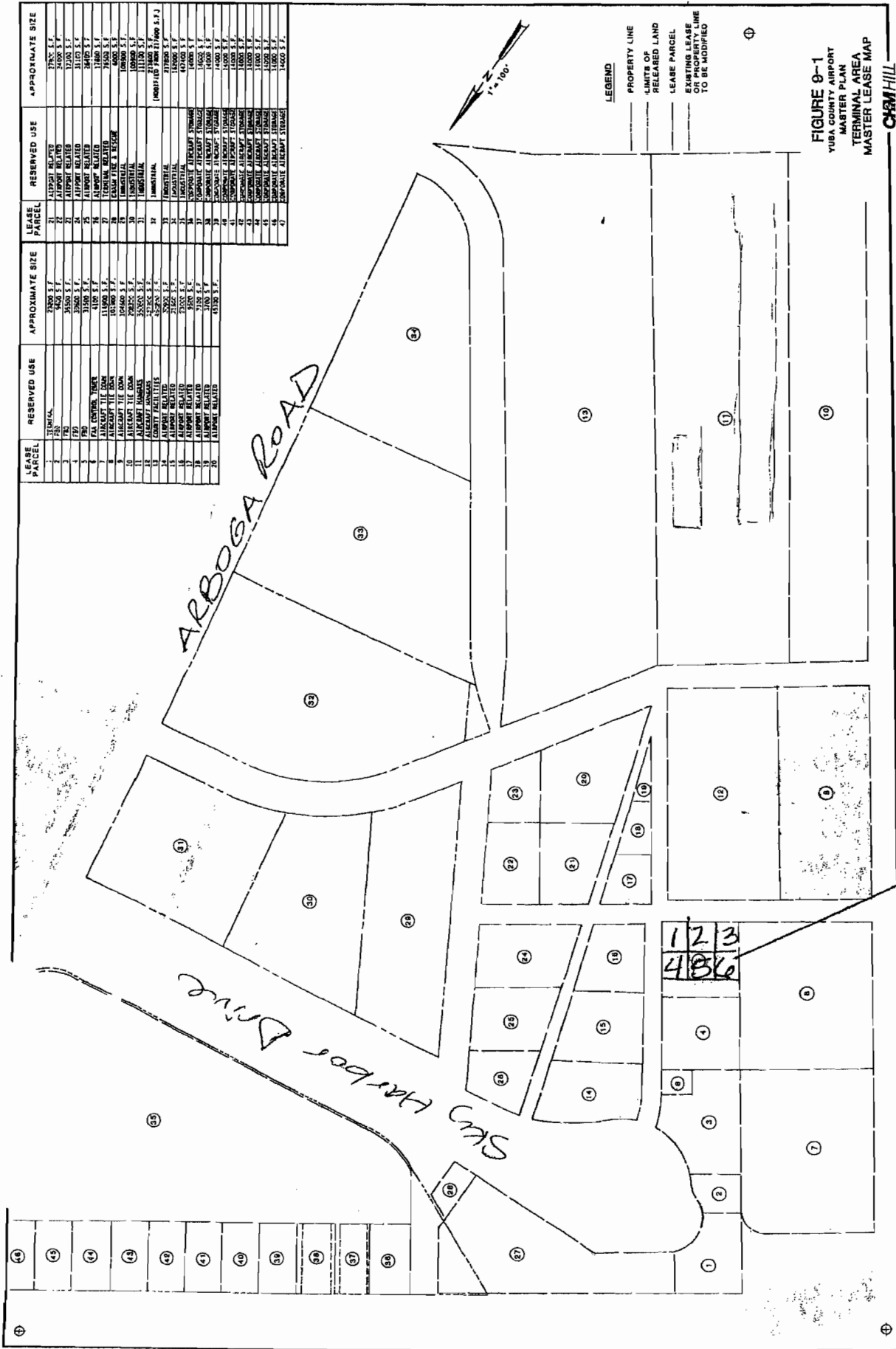

County Counsel
by: Bobbie Ross Todd

EXHIBIT A



Lease Site #5
Hangar 6

EXHIBIT B

INSURANCE PROVISIONS

LESSEE 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 LESSEE, 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 LESSEE 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 LESSEE provides written verification it has no employees)

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

5. **Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

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 LESSEE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of LESSEE 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 LESSEE'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, **LESSEE's insurance coverage shall be primary** insurance as respect to 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 LESSEE'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

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

Verification of Coverage

LESSEE 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 LESSEE'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

LESSEE 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.

EXHIBIT C

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. **COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:** To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement 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 Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of 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 subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Lessee agrees that it shall insert the above five provisions in any permit by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The County of Yuba reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the County of Yuba and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County of Yuba, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Yuba County Airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon

the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Yuba County Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

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The County of Yuba

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



MAY 6, 2014 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 6:01 p.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.

Chair Nicoletti held a moment of silence for those lost lives in current the conflicts

- I. PLEDGE OF ALLEGIANCE - Led by Mr. Gary Stuckey
- 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: Roger Abe, Andy Vasquez, John Nicoletti, Hal Stocker
 NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

A. Clerk of the Board of Supervisors

1. (165-14) Approve minutes from the meeting of April 22, 2014. Approved as written.

B. Emergency Services

1. (171-14) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba. Adopted Resolution No. 2014-30, which is on file in Yuba County Resolution Book No. 45.

IV. PUBLIC COMMUNICATIONS

Chair Nicoletti read and presented a proclamation to Rideout Cancer Center Nurses Jennifer Hilleary and Paulette Powell proclaiming National Nurses Week May 6 - 14, 2014.

The following individuals spoke:

- Mr. Zachary Cross, Yuba County - Technological opportunities, medical marijuana dispensary out to bid
- Mr. Gary Stuckey, YCEA Executive Director - Labor negotiation issues

V. COUNTY DEPARTMENTS

A. Administrative Services

1. (166-14) Approve the County's application, as the lead agency, to the Board of State and Community Corrections for re-allocation of SB81 Local Youthful Offender Rehabilitation Facilities Construction Funds; adopt resolution approving the actions necessary in support of the creation of a new Tri-County Juvenile Rehabilitation facility; approve a Joint Exercise of Powers Agreement defining relationship in support of the facility; nominate one Supervisor and one alternate to serve on the Tri-County Juvenile Rehabilitation Facility Oversight Committee and authorize the Chair to execute. (Fifteen minute estimate) Administrative Services Director Doug McCoy and Chief Probation Officer Jim Arnold recapped actions needed to create Tri-county Regional Juvenile Rehabilitation Facility in Marysville between Sutter, Colusa, and Yuba Counties and responded to inquiries.

MOTION: Move to approve County's application, as the lead agency, to the Board of State and Community Corrections for re-allocation of SB 81 Local Youthful Offender Rehabilitation Facilities Construction Funds and authorize Chair to execute

MOVED: Roger Abe SECOND: Andy Vasquez

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

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

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to approve Joint Exercise of Powers Agreement between Yuba Sutter and Colusa Counties for Tri-County Regional Juvenile Rehabilitation Facility

MOVED: Roger Abe SECOND: Andy Vasquez

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to appoint Supervisor Vasquez representative and Supervisor Nicoletti alternate to serve on the Tri-County Juvenile Rehabilitation Facility Oversight Committee

MOVED: Roger Abe SECOND: Andy Vasquez

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Resolution No 2014-31, which is on file in Yuba County Resolution Book No. 45.

2. (167-14) Approve Memorandum of Understanding with US Department of Agriculture, Natural Resources Conservation Service for use of office space in the County Government Center for an onsite Soil Conservation Officer, and authorize the Chair to execute. (Ten minute estimate) Administrative Services Director Doug McCoy recapped.

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

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

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

- A. (168-14) Letter from Pacific Gas and Electric Company regarding Narrow No. 2 Transmission Line Project, FERC Project No. 2678, Transmittal of Final License Application. Received.

VII. BOARD AND STAFF MEMBERS' REPORTS

Supervisor Vasquez:

- Bi-county Mental Health and Substance Abuse Advisory Boards collaborations
- National Prayer Breakfast May 1, 2014

Supervisor Abe:

- RCRC meeting April 23, 2014 regarding water storage
- Business Perspectives Breakfast April 25, 2014
- South County members unit meeting April 28, 2014
- CSAC Mini-summit held May 1, 2014
- Yuba Sutter Farm Bureau meeting held
- Discussion with Legislative Affairs Coordinator

Supervisor Stocker: Tractor Days May 3-4, 2014

Supervisor Nicoletti:

- Memorial Adjournment - Ms. Bonnie Ellen Fair
- Business Perspectives Breakfast April 25, 2014
- Discussion with Marysville Mayor on local fire issues
- Linda Lions and Yuba College Auto Club Show May 3-4, 2014
- Working with Beale on upcoming events
- Tractor Days May 3-4, 2014
- FERC relicensing application submitted

VIII. CLOSED SESSION: The Board retired to Closed Session at 7:01 p.m. and returned at 7:29 p.m. with all present as indicated above.

- A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - YCEA/County of Yuba Information provided and direction given.
- B. Personnel pursuant to Government Code §54957 - Public Employee Discipline/Dismissal/Release Information provided.
- C. Personnel pursuant to Government Code §54957 - Public Employee Discipline/Dismissal/Release By unanimous vote affirmed decision.

IX. ADJOURN: 7:30 p.m. in memory of Ms. Bonnie Ellen Fair.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: **Strawberry Valley Cemetery District Appointment**

Date: May 20, 2014

Recommendation

Reappoint James D. Parnell to the Strawberry Valley Cemetery District for a term to expire May 20, 2018.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Mr. Parnell's term. Mr. Parnell has been serving the District since 2010 since and wishes to continue serving.

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

Fiscal Impact

None due to appointment.

Committee Action

None required.

attachment

The County of Yuba



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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

MAY 12 2014

Clerk/Board of Supervisors

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: STRAWBERRY VALLEY CEMETERY DISTRICT

APPLICANT NAME:

James D Parnell

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

[REDACTED] Strawberry Valley Ca 95981

PHYSICAL ADDRESS
(Street, City, Zip):

[REDACTED] Strawberry Valley Ca

TELEPHONE:

HOME: 5

WORK: -0-

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Timber Faller

REASONS YOU WISH TO

Live in town

SERVE ON THIS BODY:

QUALIFICATIONS:

Live in town

LIST PAST AND CURRENT

none

PUBLIC POSITIONS HELD:

Fire Fighter Foot Hill Fire

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

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

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

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

SIGNATURE

James D Parnell

DATE

5-2-14

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



189-14

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

Date: May 20, 2014

To: Yuba County Board of Supervisors

From: Sean Powers, Director of Finance and Administration

A handwritten signature in black ink, appearing to read "Sean Powers".

Subject: Acquisition of Single Family Residence APN 021-062-016 for the Neighborhood Stabilization Program

Recommendation:

Adopt the attached resolution authorizing the Community Development Director to complete the purchase of single family residence APN 021-062-016 as part of the Neighborhood Stabilization Program and execute all documents needed for completion of purchase, rehabilitation, and resale.

Background:

The goal of the County of Yuba Neighborhood Stabilization Program is to stabilize property values and homeownership rates in neighborhoods impacted by foreclosures. The County of Yuba has been awarded \$4,265,711.00 under the Neighborhood Stabilization Program allocation per agreement 11-NSP3-8112 for acquisition, rehabilitation, and resale single family homes. The activities are to be performed in the census tract number 0403.00 in the following areas of Marysville and Linda.

Discussion:

The attached resolution is required for further implementation of the Neighborhood Stabilization Program. For each individual property approved for the program by the County, the Board must consider and approve the purchase of the property by resolution. Assuming Board approval, the County will hold title during the rehabilitation up to resale. CDSA will oversee all activities involving acquisition, rehabilitation, and resale. The Board has previously approved the Community Development Services Agency Director to make purchase offers to the current property owners which have been accepted.

This property is located at the following address:

APN 021-062-016 1795 Linda Avenue, Marysville, CA 95901

Committee Action:

This item was previously discussed with the Board in order to make the initial offers to the current property owners and therefore is being presented directly to the full Board in order to formally move forward with the acquisition.

Fiscal Impact:

The purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program. The purchase price of APN 021-062-016 is estimated to be \$40,000.

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

**RESOLUTION AUTHORIZING YUBA COUNTY)
COMMUNITY DEVELOPMENT AND SERVICES)
AGENCY DIRECTOR OR HIS DESIGNEE TO)
COMPLETE THE PURCHASE OF SINGLE FAMILY)
RESIDENCE APN 021-062-016 AS PART OF THE)
NEIGHBORHOOD STABILIZATION PROGRAM)
AND EXECUTE ALL DOCUMENTS NEEDED FOR)
COMPLETION OF PURCHASE, REHABILITATION)
AND RESALE.)**

RESOLUTION NO. _____

WHEREAS, Yuba County was awarded Neighborhood Stabilization Program funds per agreement 11-NSP3-8112 with the Department of Housing and Community Development on April 30, 2012 and is authorized to conduct activities in housing acquisition, rehabilitation, and resale of single family homes; and

WHEREAS, these activities are to be performed in the census tract number 0403.00 in the following areas of Marysville and Linda; and

WHEREAS, the purpose of acquiring these foreclosed properties through the Neighborhood Stabilization Program is to rehabilitate and resell the properties to a owner-occupant which meets the program requirements; and

WHEREAS, the Board has previously approved the Community Development Services Agency Director to make, and he has made, a purchase offer to the current property owner which has been accepted; and

WHEREAS, the purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program and the purchase price of APN 021-062-016 is estimated to be \$40,000.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director or his designee to complete the purchase, rehabilitation and resale of APN 021-062-016 and execute any necessary documents, subject to County Counsel review.

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:

CHAIR

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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FINANCE AND ADMINISTRATION
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May 20, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Award Contract to Apparent Low Bidder for the SR 70/Feather River Blvd Interchange Project

RECOMMENDATION:

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

BACKGROUND:

Yuba County is replacing the existing signalized at-grade intersection at SR 70 and Feather River Blvd with a grade separated interchange. The project will enhance safety by eliminating vehicular conflicts associated with at-grade intersections and improve capacity for turning movements onto, and off of, Feather River Blvd. Construction work is scheduled to begin in early June of this year and is expected to be completed by late October of 2015.

DISCUSSION:

The work in general will consist of removing the at-grade signalized intersection and constructing an interchange with all associated drainage, pedestrian, landscaping, streetlighting and striping improvements. The bids were as shown below:

Teichert Construction	\$ 12,622,340.40	Apparent Low Bidder
DeSilva Gates Construction	\$ 12,626,155.00	
Knife River Construction	\$ 13,998,428.50	

The engineer's estimate for the construction work was \$14,500,000. Construction management costs will be approximately \$1,850,000.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The interchange construction and construction engineering will be funded by a total of \$7,930,000 comprised of RSTP and TCIF funding with all remaining costs funded by PLSP (estimated at \$6,545,000).

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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FINANCE AND ADMINISTRATION
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June 10, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Plans, Specifications and Estimate and Authorization for Advertisement of Bids for Powerline Road Bike/Ped Improvements Phase II

RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids, pending Caltrans approval, with a tentative bid opening date of July 16, 2014. Specifications are available for review at Public Works.

BACKGROUND:

This project consists of reconstructing the roadway and adding drainage facilities, bike lanes, curb, gutter and sidewalk from 15th Avenue to the north side of 9th Avenue. The project will be funded through the federal Congestion Mitigation and Air Quality program (CMAQ), and Local Funds.

DISCUSSION:

The work in general will add turn pockets, drainage facilities, bike lanes, curb, gutter and sidewalk and will reconstruct the existing roadway. Striping and signage will also be added. The engineer's estimate for the construction of the project and construction engineering is approximately \$1,265,000. The project is expected to be completed by December 2014.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the Public Works Budget.

FISCAL IMPACT:

The project will be funded with CMAQ (\$913,485), with the remaining balance coming from the Road Fund (\$351,515).

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BOARD/COMMITTEE MEMO

TO: Yuba County Board of Supervisors

FROM: Yuba County Probation Department
Program Manager- Michael W. Tablit

SUBJECT: Acceptance of Donations from GoEngineer and Solidworks

DATE: May 20, 2014

Recommendation

Approve the donation of goods and services valued at either \$3858.98 (Option 1) or \$3538.98 (Option 2) from GoEngineer in addition to and any free training on the software and associated subject matter made available volunteered to Camp Singer Personnel and/ or its youth by GoEngineer or Solidworks.

Background

In conversations between Yuba County Probation Program Manager Michael Tablit, Titan Gilroy the Owner/ CEO of Titan America CNC Machine Experts and Ms. Deborah Bell, GoEngineer Department Manager, it was proposed by Mr. Gilroy that GoEngineer donates two computer/ software systems to Camp Singer. Ms. Deborah Bell has arranged the preparation and donation of the two computer/ software systems and is awaiting approval to have the systems delivered to Camp Singer.

(See attached narrative for more background.)

Discussion

Mr. Gilroy has a deep passion to aid in the improvement of programming and educational opportunities for troubled he youth. The population and program focus at Camp Singer is an ideal coupling to realize the most potential out of a vocational training donation in the field of CAD design and industrial manufacturing ideologies.

Should this request be approved, the two computer/software systems would be delivered and incorporated into Camp Singer Programming in order to improve and enhance program aspects including education goal setting and job readiness skill building.

Committee Action:

John Vacek, Chief Deputy County Council, reviewed the request and recommended Probation Program Manager Tablit complete the necessary forms needed to present this matter to the Yuba County Board of Supervisors.

Fiscal Impact:

Should this request be approved, there will be no fiscal impact to the Juvenile Hall/ Camp Singer fiscal budget.



**YUBA - SUTTER JUVENILE HALL
MAXINE SINGER YOUTH GUIDANCE CENTER**



Date: April 29, 2014
To: Board of Supervisors
From: Michael W. Tablit, Program Manager
Subject: Unique Opportunities for Camp Singer Youth

Titan Gilroy is the CEO/ Owner of Titan America CNC Machine Experts. He presented an idea to Probation Program Manager, Michael Tablit, in that he is working with different companies such as Solidworks and GoEngineer on projects, and together they want to provide opportunities for youth; but not just any youth. The youth they want to provide opportunities for are youth in the Camp Singer Program. One of the reasons Mr. Gilroy and his colleagues want to provide opportunities for the youth in the Camp Program is because he knows from first-hand experience how tough it is overcoming challenges and learned that the youth in the Camp Singer Program are working on improving their circumstances and would benefit from opportunities such as those being presented by Mr. Gilroy and his colleagues from Solidworks and GoEngineer.

Another reason Mr. Gilroy would like to provide such opportunities is because he has become successful in the Machining Industry and wants to "give back" to underprivileged youth who have struggles in life they need to overcome. The idea of teaching youth how to utilize 3D-CAD software, a Computer Automated Drafting/Design program, to improve program possibilities as well as using the software and programming to enhance employment opportunities was initiated by Mr. Gilroy and deeply considered by his colleagues from Solidworks and GoEngineer.

In the ensuing weeks, Mr. Gilroy began conversing with Probation Program Manager Tablit about the possibilities that exist for the youth in the Camp Singer Program. Toward the end of February, Solidworks and GoEngineer corresponded via email with Mr. Gilroy in regard to the computer systems they were willing to donate and volunteer-time they were willing to provide in order to teach staff and minors how to utilize the 3D-CAD software.

During the latter part of March discussions about these matters ensued and Mr. Gilroy confirmed that GoEngineer committed to donating two computer/software systems to the Maxine Singer Youth Guidance Center.

On April 28, 2014 email correspondence with Deborah Bell from GoEngineer began in order to provide her with general information about the Maxine Singer Youth Guidance Center / Camp Singer Program. She confirmed discussions she had with Titan Gilroy in that GoEngineer wanted to in fact donate two computer/software systems to the Camp Program. The following information was provided about the computer systems being donated and their value by Ms. Bell:

COMPUTER SYSTEMS (2):

- Model: Dell T3610 Workstation
- Price: \$1,420.49 per system
- Operating System: Windows 7 Professional
- Hard Drive: 500GB Hybrid SSD
- Processor: Intel Xeon E5 @ 3GHz
- RAM: 8GB DDR3
- Video Card: Nvidia Quadro K2000

MONITORS (2):

- Dell Professional P2212H 21.5" Monitor w/ LED backlight – value of \$209 each

SOFTWARE (2):

- Option 1 (pending approval): SolidWorks Educational License from SolidWorks – suggested retail value of \$300 each (commercial value \$60,000 +) – PERPETUAL USE LICENSE = \$3858.98 Total retail value
- Option 2 (back up plan): SolidWorks Student Edition License from GoEngineer – suggested retail value of \$150 each (commercial value \$60,000 +) – 12 MONTH LICENSE
- 2 Office Home and Student 2013 Licenses for \$140 each = \$3538.98 Total Retail value

Additionally, provisions are being made to include an ongoing training component. GoEngineer and/ or Solidworks has presented and agreed to volunteer an unspecified number of hours as based on a needs assessment conducted by their Information Technology department. The training and update of information by their I.T. specialist has, at this point an undetermined value.

On the morning of April 30, 2014 Ms. Bell informed Program Manager Tablit, via telephone, that GoEngineer and their IT specialists are preparing the computers by installing different software identified above for the purpose of donating the computers and the software to Camp Singer upon approval from the Board of Supervisors. Therefore, it is respectfully requested that the Yuba County Board of Supervisors approve the donation of the two computer/software systems into the Maxine Singer Youth Guidance Center for the purpose of program enhancement, job readiness, and educational preparation.



May 7, 2014

Michael Tablit
Yuba County Probation
Program Manager
Maxine Singer Youth Guidance Center

Dear Michael,

This letter is to confirm our donation items and services for the Maxine Singer Youth Guidance Center:

Item	*Cost/**Value
SolidWorks Student Edition Software (2)	**\$120,000
Dell T3610 Workstations (2) + Office 2013 Home & Student Edition software (2)	*\$3,150
Dell Professional P2212H 21.5" Monitors with LED backlight (2)	**\$350
Onsite SolidWorks training – up to 30 hours by one of GoEngineer's staff	**\$5,000

GoEngineer delivers software, technology and expertise that enable companies to unlock design innovation and deliver better products faster. With more than 25 years experience and thousands of customers in high tech, medical, machine design, energy and other industries, GoEngineer provides best-in-class design solutions from SOLIDWORKS, Stratasys, Objet, CAMWorks, Altium and Product Lifecycle Management (PLM).

Sincerely,

Deborah Bell
Marketing Manager, GoEngineer
818.577.3214

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

RESOLUTION AUTHORIZING ACCEPTANCE) RESOLUTION NO. _____
OF TWO COMPUTER/ SOFTWARE SYSTEMS)
BEING DONATED BY GOENGINEER.COM)

WHEREAS, the Maxine Singer Youth Guidance Center is responsible to provide vocational skills to minors served from ten different counties in the hope to enhance the probability that they will succeed in being gainfully employed, pursue educational goals and positively reintegrate back into their respective communities.

WHEREAS, the counties we serve, as well as the minors we serve, rely on our ability to be dynamic and provide quality programming and aide in the youths' educational achievements.

WHEREAS, the Maxine Singer Youth Guidance Center can accomplish program goals of education and employment/ career readiness with the addition of a career training center.

WHEREAS, GoEngineer has offered to donate two computer / software systems which would enhance vocational programming as well as educational goals within the Maxine Singer Youth Guidance Center.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba accept the donation of goods and services valued at either \$3858.98 (Option 1) or \$3538.98 (Option 2) from GoEngineer in addition to any free training on the software and associated subject matter made available to Camp Singer Personnel and / or youth by GoEngineer or Solidworks.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba that the Chairman of the Board of Supervisor is hereby authorized to execute, upon review of County Counsel, the acceptance of two computer / software systems being donated by GoEngineer and Solidworks.

PASSED AND ADOPTED this 20th day of May, 2014, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

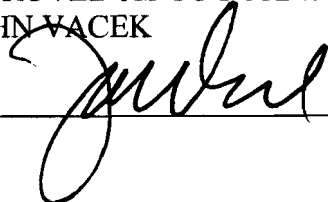
ABSENT:

ABSTAIN:

JOHN NICOLETTI CHAIRMAN

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
JOHN VACEK



The County of Yuba

Yuba County Public Guardian

Public Guardian / Conservator / Conservator



192-14

Asha Davis

To: Board of Supervisors

From: Public Guardian Dept., Asha Davis

Subject: Contract Approval

Date: 5/2/14

Recommendation:

Approve contract with Sutter Yuba Mental Health from 7/1/14 through 6/30/16 for revenue totaling \$69,894.00

Background:

The bi-annual contract is a renewal of the agreement between Public Guardian and Sutter Yuba Mental Health. The terms of the contract pertain to reimbursement for services performed for LPS Conservatorship.

Discussion:

The contract has been submitted and approved by County Counsel and Sutter County Board of Supervisors on or before April 22, 2014.

Fiscal Impact:

Approval of the contract will maintain Sutter Yuba Mental Health fees as a source of revenue for the Public Guardian Department.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY PUBLIC GUARDIAN/CONSERVATOR
AND
SUTTER-YUBA MENTAL HEALTH SERVICES**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2014, by and between the Yuba County Public Guardian/Conservator (hereafter "Conservator") and Sutter-Yuba Mental Health Services (hereafter "Mental Health").

RECITALS

WHEREAS, Mental Health requires the services of a Conservator, Conservator's Investigator, and Temporary Conservator to render services to clients of Mental Health under the Lanterman Petris Short Act; and

WHEREAS, Mental Health has determined that service for said clients would best be provided by contractual arrangements therefore; and

WHEREAS, The Lanterman Petris Short Act and the Short-Doyle law allow for contractual arrangements between Mental Health and persons providing services as Conservators, Temporary Conservators and Conservator Investigators; and

WHEREAS, Yuba County Public Guardian/Conservator's Office has been designated to furnish said services at a reasonable rate as stated herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this MOU shall be from July 1, 2014, through June 30, 2016.

2. SERVICES: Mental Health will make an initial evaluation of persons under the care of Mental Health to determine whether or not it appears that the patient may be in need of conservatorship. Once the evaluation has been made by Mental Health that a person appears to need conservatorship, a letter will be forwarded to the Conservator outlining the opinions of Mental Health as they relate to the patient's need for conservatorship. In addition, Mental Health will notify the Conservator of the current residence of the patient and any other pertinent data that the Conservator may require to assist Conservator in beginning the investigation for the need of conservatorship. The Conservator will conduct an investigation into the patient's background, history, and current mental status. Such investigation and any subsequent report will be of sufficient detail to assist the Court in making a determination regarding the need for conservatorship.

Mental Health will assure that a qualified psychiatrist will be available to testify in any contested conservatorship proceeding.

Conservator shall maintain the confidentiality of its records relating to Mental Health pursuant to Welfare and Institutions Code Section 5328. Conservator shall inform all of its officers and employees and agents of the confidentiality provisions of said statute.

3. REIMBURSEMENT FOR SERVICES: Mental Health shall reimburse Conservator for services rendered in connection with investigation, establishment, administration and termination of conservatorships for those clients referred by Mental Health. The maximum amount of such reimbursement for services rendered during the term of this MOU shall be **NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) for investigation and SIXTY THOUSAND EIGHT HUNDRED NINETY FOUR AND NO/100 DOLLARS (\$60,894.00) for administration**, annually. Mental Health agrees to pay Conservator monthly payments equal to one-twelfth of the maximum amount payable under this MOU.

Mental Health shall pay for only those clients who have been approved by the Director of Mental Health or his designee as needing a conservatorship.

4. RECORDS AND AUDIT: Conservator agrees to maintain accurate books and accounting records as required by Mental Health. Such books and accounting records shall be open to inspection by State, Federal and local auditors at any reasonable time. Conservator further agrees to maintain and prepare reports as required by Mental Health. Conservator shall retain financial records for at least four years and make them available to audit upon request of Mental Health and/or the State of California.

Conservator shall maintain financial records that clearly reflect the cost of each type of Service. Any cost apportionments shall be made under generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the Services. County and State auditors shall have access to Conservator's records during normal business hours. Conservator shall provide the Assistant Director of Human Services for Mental Health an Annual Financial Report prepared by a Public Accountant or Certified Public Accountant. Three (3) copies of the report shall be submitted to the Director of Human Services for Mental Health within ninety (90) days of the close of the fiscal year or termination of this MOU.

The funding of this MOU in whole or in part with Federal funds does not meet the level of funding necessary to require compliance with OMB Circular A-133 requirements.

The Conservator shall have a clause in its contract with the Public Accountant or Certified Public Accountant that permits access by Mental Health, State Department of Health Care Services to the working papers of the external, independent auditor. The working papers and the audit reports shall be retained by the auditor for a minimum of three (3) years from the date of the audit report, unless the auditor is notified in writing by the State to extend the retention period.

This MOU shall be subject to the examination and audit by the State Auditor General for a period of three (3) years from the date that final payment is made pursuant to the MOU.

5. INDEPENDENT CONTRACTOR: Conservator and the agents and employees of Conservator in the performance of this MOU shall act in an independent capacity and not as officers or employees of Mental Health, nor of the County of Sutter, State of California.

6. TRANSPORTATION: Costs will be reimbursed to Conservator through Short-Doyle cost report mechanism at the end of each fiscal year.

Necessary transportation for each client will be the shared responsibility of the Community Support Services (CSS) program, the Conservator, and the family care home operator if applicable. Clients will be encouraged to utilize public transportation (Dial-A-Ride) if appropriate. Local transportation to court shall be the primary responsibility of Mental Health. However, in special cases or staff shortages, Conservator may be used as a back up. Transportation of Conservatees or potential Conservatees to Court from locked facilities or State Hospitals shall be solely the responsibility of Mental Health.

7. CONSULTATION: Mental Health shall maintain on call one of its professional staff to provide consultation to any member of the Conservator's staff at any time such consultation is requested from Mental Health for patients being investigated for conservatorship or having been placed on conservatorship.

8. CLAIMS: The Conservator shall each month submit a claim form as agreed to by the local Mental Health Director and the Conservator. Mental Health shall pay the Conservator within 30 days after receipt of the form. Payment shall be as described in Paragraph 3 above.

9. REPORTS: Conservator agrees to furnish to Mental Health such quarterly reports as are required by the State Department of Health Care Services. Conservator shall complete the form Quarterly Report of Conservatorships established by the Superior Court of the County (DHCS 1009). Conservator shall complete the report by the end of the month immediately following the end of each calendar quarter. Mental Health shall furnish to Conservator the necessary forms and the name of the person to whom the completed forms are to be transmitted.

10. ASSIGNMENT PROHIBITED: Neither party shall assign any right or obligation of this MOU or any interest therein without the written consent of the other party first.

11. NOTICE: Any and all notices required to be given by this MOU must be given either personally or by first class postage prepaid U.S. mail or overnight courier service addressed as follows:

If to Conservator:

Yuba County Conservator/Public Guardian
915 8th Street, Suite 129
P.O. Box 225
Marysville, CA 95901

with copy to:

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

If to Mental Health:

Sutter-Yuba Mental Health
1965 Live Oak Blvd., Suite A
P.O Box 1520
Yuba City, California 95992-1520

with copy to

County Counsel
1160 Civic Center Blvd.
Yuba City, CA 95993

12. PRIOR APPROVAL REQUIRED: Notwithstanding any provision of this MOU, this MOU shall not be effective until such time as the Sutter and Yuba County Boards of Supervisors adopt a budget appropriation to cover the cost of Services to be provided, and until such time as this MOU is reviewed by the California Department of Health Care Services, if necessary.

13. INDEMNIFICATION: (a) Conservator shall indemnify, defend and hold harmless Sutter-Yuba Mental Health Services, Sutter County and Yuba County, and their officers, employees and agents against all liabilities, claims, demands, damages and costs (including attorneys' fees and litigation costs) that arise in any way from Conservator's acts or omissions while performing under this MOU. Conservator's obligations under this section cover but are not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any persons (including Mental Health's, Counties' and Conservator's officers, employees and agents) and from damage to, or destruction of, any property (including Mental Health's, Counties' and Conservator's real and personal property).

(b) Sutter-Yuba Mental Health Services shall defend Conservator and Conservator's officers, employees and agents, Sutter County and Yuba County and hold them harmless against all liabilities, claims, demands, damages and costs (including attorneys' fees and litigation costs) that arise in any way from Sutter-Yuba Mental Health Services' acts or omissions while performing under this MOU. Sutter-Yuba Mental Health Services' obligations under this section cover but are not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any persons (including Conservator's officers, employees and agents) and from damage to, or destruction of, any property (including Mental Health's, Counties' and Conservator's real and personal property).

14. INSURANCE:

CONSERVATOR shall maintain at its sole cost and expense, and keep in force during the term of this agreement, the following insurance coverages:

Workers' Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.

Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$1,000,000 covering bodily injury and property damage; General Aggregate limit of \$2,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form.

Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.

Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than \$1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Mental Health for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes CONSERVATOR's start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, CONSERVATOR shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, CONSERVATOR shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, CONSERVATOR shall purchase an extended reporting provision at least

covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

- (i) Name Mental Health, Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers' Compensation and Professional Liability.
- (ii) Be primary and non-contributory with respect to all obligations assumed by CONSERVATOR pursuant to this Agreement or any other services provided. Any insurance carried by Mental Health shall not contribute to, or be excess of insurance maintained by CONSERVATOR, nor in any way provide benefit to CONSERVATOR, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
- (iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available "Best's Insurance Guide."
- (iv) Include a severability of interest clause and cross-liability coverage where Mental Health is an additional insured.
- (v) Provide a waiver of subrogation in favor of Mental Health, Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.
- (vi) Provide defense in addition to limits of liability.

Upon execution of this Agreement and each extension of the Term thereafter, CONSERVATOR shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Mental Health prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Mental Health's additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers' compensation and professional liability policies. CONSERVATOR shall also furnish Mental Health with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to Mental Health's address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the Mental Health before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, CONSERVATOR shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name CONSERVATOR as an additional insured on all such coverages. Evidence thereof shall be furnished as Mental Health may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of CONSERVATOR.

14. ELIGIBILITY FOR SERVICE: Conservator agrees to furnish services under this MOU only to those clients referred by Mental Health and further agrees:

(a) To have available to the public a written statement of admission policies which shall include the provision that persons are accepted for services without discrimination on the basis of race, color, religion, national origin, ancestry, age, sex or handicap.

(b) Not to employ any discriminatory practices in admission of clients, employment of personnel, or in any other aspect on the basis of race, color, religion, national origin, ancestry, age, sex or handicap.

15. TERMINATION: Either party may terminate this MOU upon sixty (60) days' written notice to the other party.

16. CONTRACT MONITORING: Conservator and Mental Health agree that Conservator will provide all services in conformity with Federal Regulations 504 as they pertain to provision of services to the handicapped.

Mental Health will monitor this MOU for fiscal and programmatic compliance and will monitor this MOU to assure compliance with 504 Regulations as they relate to provision of services to the handicapped.

17. AMENDMENTS: This MOU may be modified at any time only by a written Amendment executed by all of the parties hereto.

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

19. ENTIRE AGREEMENT: This MOU constitutes the entire agreement between the parties with respect to the subject matter and supercedes all prior and contemporaneous agreements and understandings of the parties.

20. GOVERNING LAW: The laws of the State of California shall govern this MOU.

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

SUTTER-YUBA MENTAL HEALTH SERVICES

By: Tony Hobson Ph.D.
Tony Hobson, Ph.D.
Assistant Director of Human Services for Mental Health

Date: 4-11-14

YUBA COUNTY PUBLIC GUARDIAN

By: Asha Davis
Asha Davis, Public Guardian/Conservator

Date: 5/2/14

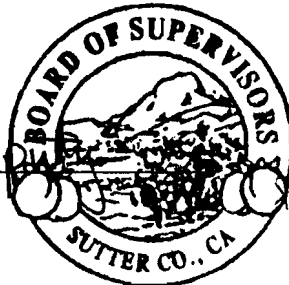
SUTTER COUNTY BOARD OF SUPERVISORS

By: Stoney Charles, Jr.
Chair

Date: April 22, 2014

ATTEST

Donna Johnston
Donna Johnston
Clerk



APPROVED AS TO FORM

Ronald S. Erikson
Ronald S. Erikson
County Counsel

YUBA COUNTY BOARD OF SUPERVISORS

By: _____
Chair

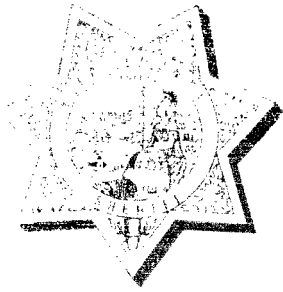
Date: _____

ATTEST

Donna Stottlemeyer, Clerk

APPROVED AS TO FORM

Angil Morris-Jones
Angil Morris-Jones, County Counsel



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

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

Ph: 530-749-7777 • Fax: 530-741-6445



May 20, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

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.

COMMITTEE ACTION:

The item was presented to the Law and Justice Committee on March 13, 2014, and is recommended to the full Board for approval.

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CONTRACT NO. 193-14

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.
- {1} 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 or 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	YUBA COUNTY
P.O. Box 6990	Attn: Chief Deputy Coroner
AUBURN, CA 95604	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:

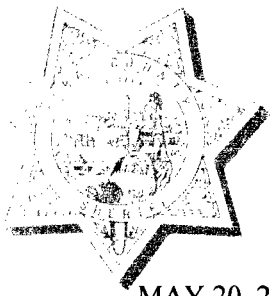
By: _____

Date: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Placer County Counsel

By:  _____
Yuba County Counsel



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

200-14



MAY 20, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: STEVEN L. DURFOR, SHERIFF *JD*

SUBJECT: BUDGET TRANSFER

RECOMMENDATION:

Approve the attached budget transfer in the amount of \$148,394.00 from the 200 Capital Trust to the Capital Improvement budget to cover the purchase of radio communications equipment for the Sheriff's Department. The funds will be fully reimbursed by Department of Homeland Security Grant funding.

BACKGROUND:

The Sheriff's Office has suffered with poor radio communication for many years, partially due to the varied terrain of the county and partially due to the age, type, location and limitations of the radio infrastructure. The recent Federal narrow-banding requirement only served to exacerbate the situation. The Board has previously been made aware of plans for a new tower to be erected at 720 Yuba Street that will serve the needs of the Sheriff's Department and the Yuba County Water Agency. In addition to the tower, a radio simulcast project has been pre-approved through the Department of Homeland Security Grant program.

DISCUSSION:

The project was launched in 2011 with the first installment of funding being approved by the local Terrorism Task Force and the Federal Department of Homeland Security (DHS). Each of the past three funding cycles, the Sheriff's Department has requested funding from DHS to go toward this project. The funding has a life and we find ourselves coming up against the deadline for just under \$100,000, representing funding received in the 2012 DHS grant funding cycle. Those funds must be spent by May 31, 2014. We have identified necessary radio equipment that will exhaust all of the 2012 funding and the majority of our 2013 DHS Grant funding.

COMMITTEE ACTION:

This item was not taken to committee in the interest of time as the purchase must be completed by May 31, 2014.

FISCAL IMPACT:

There is no fiscal impact to the General Fund as a result of this budget transfer. Funds will be transferred from the 200 County Capital Trust to the Capital Improvement budget to make the purchase and the Trust will receive full reimbursement from the Department of Homeland Security.

Attachment

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

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

DATE: 5/14 20 14

DEPARTMENT Sheriff/Adm Serv's

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0000-371-97-18	Contr from Trusts - Sheriff	\$148,394

ACCOUNT NO.	NAME	AMOUNT
101-1200-418-63-04	Sheriff Facility Fixtures & Equip	\$148,394

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
200	\$148,394

FUNDS TO BE INCREASED:

FUND	AMOUNT
101	\$148,394

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: Radio equipment for communications project at 720 Yuba Street. Dept of Homeland Security Grant to reimburse 200 Trust 100%.

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

[Signature] 5/14/14
DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

Signature

Date

[Signature]
Signature

5/14/14
Date

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date



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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

STAFF REPORT

DATE: May 20, 2014

TO: Yuba County Board of Supervisors

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

SUBJECT: Proclamation of May as Mental Health Month

Recommendation: It is the recommendation of the Assistant Director of Human Services for Mental Health that the Board of Supervisors approve a proclamation declaring May as Mental Health Month.

Background & Discussion: National Mental Health Month began in April 1949 as Mental Health Week. It was established to remind the public about the goals and activities of the nation's mental health programs. In the late 1960s the National Mental Health Association expanded the week into a National Mental Health Month to increase public understanding of mental health issues. It is requested that the Yuba County Board issue a proclamation declaring May as Mental Health Month. Yuba and Sutter Counties boast an active, robust recovery community with many activities in existence for those recovering from mental illness.

Members of the Board of Supervisors have served on the Mental Health Advisory Board and have been strong supporters of treatment and recovery. Declaring May as Mental Health Month in Yuba County will raise community awareness and champion the spirit of recovery.

Past Consideration of the Board: The Board presented a proclamation declaring May 2013 as Mental Health Month at their May 7, 2013 meeting.

Alternatives: None

Other Department or Agency Involvement: None

Action Following Approval: The Board will issue a proclamation declaring May as Mental Health Month.

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

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

TTY-CRS 800-735-2929

Psychiatric Emergency Services: 673-8255
Psychiatric Health Facility: 822-7209

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

Fiscal Impact: None

Standing Committee Review: None

Attachments or Document Enclosures:

Sample Language for a Board Proclamation

P:\MH Contracts\2014 CONTRACTS\Staff Reports\BOS\Proclamation of Mental Health Month-Yuba County BOS.doc

COUNTY OF YUBA

Proclamation

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, THE YUBA COUNTY BOARD OF SUPERVISORS, does hereby proclaim May 2014 as Mental Health Month in the COUNTY OF YUBA and call upon the citizens, government agencies, public and private institutions, businesses and schools in YUBA COUNTY to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Passed and Adopted this 20th day of May, 2014.

John Nicoletti, Chairman

Clerk of the Board

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COUNTY
DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator *[Signature]*
From: Doug McCoy, Director, Administrative Services
Date: May 20, 2014
Re: Receive feasibility study on Phase 2 solar project

Recommendation

Receive the findings of the feasibility study regarding performing a 'phase 2' solar project conducted by Chevron Energy Solutions and provide direction to staff as to suggested next steps.

Background

On February 11th, the Board heard a presentation from Chevron Energy Solutions about the potential benefits to the County from a second solar project.

When the original project was delivered, a solar array could only be attached to the building that benefitted from the power generated. That rule has changed, and we can now have an array in one location and benefit at another. This proposed project implements a solar array located at the Airport that would offset energy consumed at the remaining County locations.

Discussion

Implementation of a second solar project for the County could result in a number of benefits. In addition to offsetting the energy consumed at the buildings not benefitted by the first project, it could also result in a positive cash flow to the General Fund.

Fiscal Impact

The potential cost of this project is not clear at this time, and will be discussed as part of the presentation.

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County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Status of and landowner request regarding Community Facilities District 2005-1
DATE: May 20, 2014

RECOMMENDATION

It is recommended that the Board of Supervisors:

1. Receive a report regarding CFD 2005-1 related to a request by JMC Homes to levy a special tax and issue Community Facilities District bonds

BACKGROUND

In May 2005 three builder / property owners approached County staff requesting the County consider forming a Community Facilities District ("CFD"). The location of the CFD would be within the community of Linda, one mile east of State Highway 70, north of Erle Road, west of Griffith Avenue and south of Linda Avenue. In September 2005 those three property owners, Dunmore, JMC and Woodside Homes, petitioned the County to undertake proceedings to form that Community Facilities District (CFD 2005-1). Once formed the CFD could levy special taxes and be authorized to issue bonds, from which the proceeds would be used to reimburse the builders for infrastructure constructed related to the development.

On October 5, 2005 the Board of Supervisors adopted a Resolution of Intention to establish a CFD and authorize the levy of a special tax. Following provision of a Public Hearing Notice and that Public Hearing being held, a landowner election and other required legal proceedings, the CFD was formed. On November 5, 2005 the Board of Supervisors approved the Resolution of Formation authorizing the levy of a special tax and essentially establishing the CFD. Bond authorization for the CFD was established at an amount not to exceed \$25,000,000. The maximum Special Tax per residential unit was established at \$1,550 annually. The CFD has three separate Improvement Areas. The JMC related Improvement Area is designated as "A".

Construction of infrastructure within the CFD was initiated in late 2006 to early 2007. JMC required infrastructure improvements have been completed and accepted by the County. Documentation has been provided to the County that required other infrastructure built by JMC is complete and accepted by the County and Linda County Water District. JMC has constructed approximately \$6 million of potentially reimbursable infrastructure.

Home closings within CFD 2005-1 started approximately in September 2007, but due to the economic disruption of the recession, the special tax has never been levied. Therefore, some property owners have resided in their homes for over six years without being assessed the special tax. However, homeowners were advised of and signed at home closing, acknowledgements of the special tax in their purchase disclosure documents. As of this date out of 301 homes planned, JMC has built sold and closed sold 90 units. There are 7 model homes constructed and 16 under construction of which 11 are sold but not yet closed. The remaining 188 lots are either finished or paper lots.

Assessed values within the JMC project area average approximately \$182,291. In the current market and based on recent actual sales prices, home values are higher than the assessed value. Based on various assumptions, the actual average values in the JMC development area could range from approximately \$189,990 to \$239,990. The current tax rate for this area is approximately 1.14%. Various annual fixed parcel charges added to the tax rate results in an approximate 1.37% overlapping total tax rate prior to the potential levy of the CFD Special Tax. Prior to any issuance of bonds, an appraisal would be undertaken to determine the current value of all parcels subject to the special tax.

Acquisition Agreements govern the conditions the County would acquire the completed infrastructure from the builders / property owners. Those agreements specify bidding procedures, procedures for acquisition and payment, insurance requirements, conditions of termination and other requirements to be met for the County to acquire the infrastructure and reimburse the property owners. The Acquisition Agreement denote the process and conditions for bonds to be issued, Section 3.01 states "that nothing herein shall be construed as requiring the County to issue the Bonds or any portion thereof". The Acquisition Agreement originally specified if the County did not issue bonds for the CFD by December 31, 2013, the Acquisition Agreement would terminate. Per builder request and to allow time for the County's financial advisor to study the feasibility of issuing bonds, the Board approved a one year extension of the Acquisition Agreement in December 2013. The Acquisition Agreement currently terminates at the end of calendar year 2014.

JMC has requested that the County levy the special tax, issue CFD bonds and partially reimburse JMC for infrastructure completed that allowed development to occur. Bonds issued would likely have a term of approximately thirty years as the special tax must expire by Fiscal Year 2044/45.

Statutory and Policy Issues

As required by State law prior to initiating proceedings to form a CFD, the County, on April 20, 2004, adopted a resolution approving policies for land secured financings. Those policies provide guidance on matters such as public facilities eligible for CFD financing, priorities for acquiring those facilities, value to lien ratios if bonds are issued, limitations on annual amounts of any assessment or special tax and other conditions and terms for bond issuance. These policies need to be considered when evaluating the status of CFD 2005-1 as they could impact both the amount of a potential levy of the Special Tax and the amount of bonds that could be issued.

The most critical County policy as it related to CFD No. 2005-1, is the limitation on the annual amount of special tax. The policy states in part; "the maximum annual special tax submitted to the qualified electors of the CFDdoes not exceed eight-tenths of one percent (0.8%). Furthermore the total direct and overlapping debt in aggregate should not exceed one and eight-tenths percent (1.8%) of the ...value of the property."

Should the Board levy the special tax and issue bonds, the special tax is paid by existing and future homeowners in the CFD 2005-1. Those tax proceeds are then primarily used to pay debt service on any bonds issued.

JMC Request

JMC has requested that the County levy the special tax for Improvement Area "A" beginning in Fiscal Year 2014/15. By a separate application Woodside has also requested that the tax be levied for its Improvement Area and bonds be issued during calendar year 2014 to partially provide for their reimbursement. Though the maximum authorized special tax is \$1,550 per residential unit the JMC request provides for an annual special tax of \$825.00 per unit. This is a reduction of \$ 725.00 or approximately 45%. With this scenario and given certain assumptions about the bond market and bond structure, the total net reimbursement to JMC would approximate \$1.28 million. This scenario would result in an average total tax rate of approximately 1.80%, an amount approximately equal to the maximum amount in the County policies.

Board Options

Option 1: The Board can hear JMC's request and agree to levy the special tax at the level requested or some other amount deemed prudent. This would result in the special tax being added to the Fiscal Year 2014/15 property tax bills for all parcels with building permits issued. Granting the request would result in an increase on tax bills from an average 1.37 % to 1.80% and increase the tax bill of \$825.00 per parcel. Based on the increased tax levels, bonds could then be issued and JMC would be reimbursed approximately \$1.28 million for the infrastructure completed.

Option 2: The Board can hear JMC's request and decide not to levy the tax. In this case JMC would not receive any reimbursement and it is likely the Acquisition Agreement would expire December 31, 2014 and bonds would never be issued.

Summary

Due to the extended recession and the collapse of the housing market, home construction was delayed within CFD 2005-1. Since home sales were slow and individual single family property owners were under financial stress, the special tax within the CFD has never been levied. Some property owners have lived there for several years with no levy of the approved special tax. Through Acquisition Agreements, the County agreed to reimburse builders for the required public infrastructure constructed. That infrastructure is complete. Though the authorized special tax is \$1,550 per year, JMC has requested that the County levy a reduced special tax of \$ 825.00 for Fiscal Year 2014/2015. At that special tax level and based on the special tax being levied until Fiscal Year 2044/45 and other current assumptions, approximately \$1.5 million in bonds could be issued related to Improvement Area "A" to enable a partial reimbursement of JMC in the amount of approximately \$ 1.28 million.



1430 Blue Oaks Blvd. Ste 190 Roseville, CA 95747-5157
Tel. (916) 782.8879 Fax (916) 782.8903
www.jmchomes.com

5/8/14

Mr. Robert Bendorf
County Administrator
County of Yuba
915 8th Street, Suite 115
Marysville, CA 95901

RE: Orchard Mello Roos Community Facilities District

Dear Mr. Bendorf:

This request involves the subdivision commonly known as the "Orchard" subdivision which is located within the community of Linda, one mile east of Highway 70, north of Erle Road, west of Griffith Avenue, and south of Linda Avenue. This subdivision and the homes in the subdivision were and are being constructed by our company, JMC Homes, a family-owned home building company headquartered in Roseville, California.

In order to assist JMC Homes in the financing of infrastructure for the Orchard subdivision, on November 5, 2005, the Board of Supervisors formed a Mello Roos Community Facilities District ("the CFD"). There were two "improvements districts" within the CFD, one for the Orchard subdivision, and one for neighboring subdivision being constructed by a company known as Woodside. That subdivision is known as the "Montrose" subdivision. Pursuant to the terms of the CFD, the County would tax each single-family home \$1,550.00 annually. The County would sell tax exempt bonds, the proceeds of which bonds would be used to pay for the infrastructure (sewer, water, transportation and drainage facilities) in the subdivision. The annual tax revenue would then be used to pay interest and principal on these bonds.

Before and after the CFD was being formed, JMC and other builders in the subdivisions proceeded to install the infrastructure (the sewer, water, drainage and transportation infrastructure in the subdivisions). Other builders agreed to pay their fair share of this infrastructure, including Ridgecrest, Dunmore and Woodside. Around 2006, Dunmore and Ridgecrest both failed to pay their fair share of this Infrastructure. Woodside paid its fair share, but not all of the portion of the Dunmore and Ridgecrest default.

As a result, JMC had to finish the infrastructure and pay the entire balance due which was far more than its fair share of these costs. In fact, JMC paid approximately \$2 million beyond its fair share just to be able to complete the improvements that were promised Yuba County. During this same time, the County proceeded to sell the above-described tax exempt bonds in order to generate the funds to pay for the infrastructure. However, because of the recession, the County decided not to proceed with bond sale and did not levy the \$1,550.00 tax on each unit at that time. Nevertheless, on April 8, 2008, the County did enter an "Acquisition Agreement" with JMC which acknowledged that if bonds were sold, the proceeds of the bonds would be used to reimburse JMC instead of paying directly to build the infrastructure as JMC had already built the infrastructure and paid for it.

Because of the extended length of the recession, the bonds have never been sold and the \$1,550.00 per year tax has never been levied. JMC continues to build and sell homes in the subdivision as it did throughout the recession. JMC has complied with all its obligations to the County regarding construction and payment. It is now asking the County to levy the tax so that bonds can be sold and JMC can be reimbursed for at least a portion of the costs of the above-described infrastructure.

In discussions with you, JMC became aware that you were concerned regarding the amount of the tax originally contemplated in this CFD (\$1,550.00 per home annually). The County has hired a municipal financial advisor to advise it on what an appropriate level of tax would be in this case. The firm of Fieldman and Rolapp has recommended that an appropriate level of tax under the circumstances would be the \$825.00 per year per unit. JMC has agreed to accept this level of tax even though it means that the amount of bonds that will be sold will be far less than what will be necessary to reimburse JMC for the full cost of the infrastructure as originally contemplated (JMC paid almost \$7 million for the infrastructure. A tax at \$825 per unit would result in a reimbursement to JMC of about \$1 million).

As noted above, JMC has fulfilled all of its obligations in this matter. Furthermore, homeowners within the subdivision purchased their homes with full knowledge of this expected tax at the rate of \$1,550.00 per year. JMC is now requesting that the County levy the tax at \$825.00 a year and authorize a bond sale to proceed which would enable JMC to at least recover a portion (about 14%) of its costs. If the County were not to levy the tax, the same would result in a windfall to the homeowners as they fully expected and understood that a tax would be levied someday.

Letter to Mr. Bendorf dated 5/8/2014

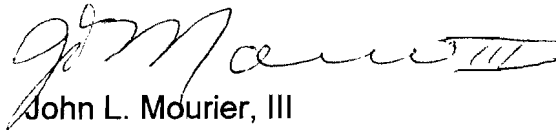
Page 3

At the same time, JMC would not be reimbursed for any of its infrastructure costs which would be an extremely unfair result to JMC. JMC priced the home sales in the subdivision on the expectation that all or a portion of its hard costs of construction would be recovered through reimbursement from the CFD.

JMC Homes respectfully requests that the Board of Supervisors levy the Orchard CFD tax commencing in Fiscal Year 2014-2015 at the rate of \$825.00 per residential unit per year and that the Board authorize a bond sale in an amount supported by this tax.

Sincerely,

John Mourier Construction, Inc.

A handwritten signature in black ink, appearing to read "J. Mourier III", written in a cursive style.

John L. Mourier, III

President

cc: Supervisor Oscar Villegas, District 1
Supervisor Don Saylor, District 2
Supervisor Matt Rexroad, District 3
Supervisor Jim Provenas, District 4
Supervisor Duane Chamberlain, District 5



1430 Blue Oaks Blvd. Ste 190 Roseville, CA 95747-5157
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www.jmchomes.com

5/8/14

Mr. Robert Bendorf
County Administrator
County of Yuba
915 8th Street, Suite 115
Marysville, CA 95901

RE: Orchard Mello Roos Community Facilities District

Dear Mr. Bendorf:

This request involves the subdivision commonly known as the "Orchard" subdivision which is located within the community of Linda, one mile east of Highway 70, north of Erle Road, west of Griffith Avenue, and south of Linda Avenue. This subdivision and the homes in the subdivision were and are being constructed by our company, JMC Homes, a family-owned home building company headquartered in Roseville, California.

In order to assist JMC Homes in the financing of infrastructure for the Orchard subdivision, on November 5, 2005, the Board of Supervisors formed a Mello Roos Community Facilities District ("the CFD"). There were two "improvements districts" within the CFD, one for the Orchard subdivision, and one for neighboring subdivision being constructed by a company known as Woodside. That subdivision is known as the "Montrose" subdivision. Pursuant to the terms of the CFD, the County would tax each single-family home \$1,550.00 annually. The County would sell tax exempt bonds, the proceeds of which bonds would be used to pay for the infrastructure (sewer, water, transportation and drainage facilities) in the subdivision. The annual tax revenue would then be used to pay interest and principal on these bonds.

Before and after the CFD was being formed, JMC and other builders in the subdivisions proceeded to install the infrastructure (the sewer, water, drainage and transportation infrastructure in the subdivisions). Other builders agreed to pay their fair share of this infrastructure, including Ridgecrest, Dunmore and Woodside. Around 2006, Dunmore and Ridgecrest both failed to pay their fair share of this Infrastructure. Woodside paid its fair share, but not all of the portion of the Dunmore and Ridgecrest default.

As a result, JMC had to finish the infrastructure and pay the entire balance due which was far more than its fair share of these costs. In fact, JMC paid approximately \$2 million beyond its fair share just to be able to complete the improvements that were promised Yuba County. During this same time, the County proceeded to sell the above-described tax exempt bonds in order to generate the funds to pay for the infrastructure. However, because of the recession, the County decided not to proceed with bond sale and did not levy the \$1,550.00 tax on each unit at that time. Nevertheless, on April 8, 2008, the County did enter an "Acquisition Agreement" with JMC which acknowledged that if bonds were sold, the proceeds of the bonds would be used to reimburse JMC instead of paying directly to build the infrastructure as JMC had already built the infrastructure and paid for it.

Because of the extended length of the recession, the bonds have never been sold and the \$1,550.00 per year tax has never been levied. JMC continues to build and sell homes in the subdivision as it did throughout the recession. JMC has complied with all its obligations to the County regarding construction and payment. It is now asking the County to levy the tax so that bonds can be sold and JMC can be reimbursed for at least a portion of the costs of the above-described infrastructure.

In discussions with you, JMC became aware that you were concerned regarding the amount of the tax originally contemplated in this CFD (\$1,550.00 per home annually). The County has hired a municipal financial advisor to advise it on what an appropriate level of tax would be in this case. The firm of Fieldman and Rolapp has recommended that an appropriate level of tax under the circumstances would be the \$825.00 per year per unit. JMC has agreed to accept this level of tax even though it means that the amount of bonds that will be sold will be far less than what will be necessary to reimburse JMC for the full cost of the infrastructure as originally contemplated (JMC paid almost \$7 million for the infrastructure. A tax at \$825 per unit would result in a reimbursement to JMC of about \$1 million).

As noted above, JMC has fulfilled all of its obligations in this matter. Furthermore, homeowners within the subdivision purchased their homes with full knowledge of this expected tax at the rate of \$1,550.00 per year. JMC is now requesting that the County levy the tax at \$825.00 a year and authorize a bond sale to proceed which would enable JMC to at least recover a portion (about 14%) of its costs. If the County were not to levy the tax, the same would result in a windfall to the homeowners as they fully expected and understood that a tax would be levied someday.

Letter to Mr. Bendorf dated 5/8/2014

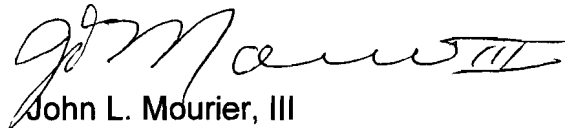
Page 3

At the same time, JMC would not be reimbursed for any of its infrastructure costs which would be an extremely unfair result to JMC. JMC priced the home sales in the subdivision on the expectation that all or a portion of its hard costs of construction would be recovered through reimbursement from the CFD.

JMC Homes respectfully requests that the Board of Supervisors levy the Orchard CFD tax commencing in Fiscal Year 2014-2015 at the rate of \$825.00 per residential unit per year and that the Board authorize a bond sale in an amount supported by this tax.

Sincerely,

John Mourier Construction, Inc.

A handwritten signature in black ink, appearing to read "John L. Mourier, III". The signature is fluid and cursive, with the last name "Mourier" being the most prominent part.

John L. Mourier, III
President

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

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 749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
 749-5430 • Fax 749-5434

DATE: May 20, 2014
 TO: Board of Supervisors
 FROM: Mike Lee, Public Works Director *for*
 SUBJECT: Request for State repayment of HUTA loan

Recommended Action: Authorize Board chair to sign letter requesting state repayment of HUTA loan.

Background & Discussion: Last week Gov. Brown released the May Revise of the State's FY 2014/15 budget, which included a plan for early repayment of \$337 million in loans from the Highway Users Tax Account (HUTA). The Governor's budget allocates \$100 million to cities and counties and \$237 million to the state.

CSAC has been working with other statewide associations to put forward an alternative repayment plan that would instead distribute funds based on the formula for the gas tax swap excise rate, which was the source of the loans: \$148.3 million for cities and counties and \$192.7 million for the state. Under the CSAC plan, Yuba County would be eligible for an estimated \$301,275 repayment, which is nearly twice the amount proposed by the Governor.

CSAC has requested letters from all California counties to bring this matter before budget committees, which begin meeting this week.

Committee Action: Due to time constraints, this matter was not presented at the committee level.

Fiscal Impact: None



County of Yuba

Board of Supervisors

District One ~ Andy Vasquez
District Two ~ John Nicoletti
District Three ~ Mary Jane Griego
District Four ~ Roger Abe
District Five ~ Hal Stocker

May 20, 2014

The Honorable Dan Logue
Member, California State Assembly
State Capitol, Room 4158
Sacramento, CA 95814

Re: Budget Proposal for HUTA Loan Repayment

Dear Assemblyman Logue:

On behalf of the Yuba County Board of Supervisors, I am writing in support of the early repayment of Highway User Tax Account loans to the General Fund and to suggest an alternative allocation of the early loan repayment proceeds. Our proposal would follow the formula that guides the distribution of the incremental gas excise tax revenues that were the source of the loan, with 44% allocated to cities and counties and 56% percent allocated to the state.

The most recent California Statewide Local Streets and Roads Needs Assessment Report (2012), which evaluates the present condition and future requirements of California's pavement, bridges, sidewalks and other essential transportation components of the local street and road network, found that the pavement condition on the local transportation network is deteriorating at an accelerating rate. Without a reinvestment in the system, 25% of local roads will be in a "failed" condition by 2022. California's cities and counties are facing an \$82 billion funding shortfall over the next 10 years just for maintenance of the existing system. In Yuba County alone, potential costs for the current backlog of maintenance projects is in the tens of millions of dollars.

Since nearly every trip, whether by personal vehicle, mass transit, or active transportation begins and ends on a local road, this figure is startling. Yuba County recognizes that there are similar needs for other components of the system, including the state highway system and transit. Californians demand and deserve a safe, seamless, efficient and multi-modal transportation network; as such, the needs of the local system are critical to the mobility of the state.

Governor Brown's proposed budget includes the early repayment of \$337 million in HUTA revenues loaned in 2010 (\$328 million loan plus \$9 million in interest). His proposal would provide \$210 million to the State Highway Operation and Protection Program for repairs to the state highway system and improvements to traffic management systems, \$100 million for cities and counties for maintenance of the local street and road system, and \$27 million for interregional road

maintenance. Yuba County instead proposes that the loans be repaid in accordance with the formulas that follow the source of the funds. Specifically, a 44%-56% local and state funding split, which would provide \$148.3 million for cities and counties and \$192.7 million for state highways, with the funding for cities and counties apportioned based on population and maintained mileage, respectively.

We agree that loan funds should be invested in a cost-effective approach. California's cities and counties are implementing a fix-it-first policy in communities statewide, which is a cost-effective approach to pavement maintenance. Moreover, additional loan repayment funds in 2014-15 will be put to work immediately in Yuba County, as we have numerous roads in need of an asphalt overlay or rehabilitation. These types of projects don't require right of way and are typically environmentally exempt, so the additional funds could be used promptly to improve transportation.

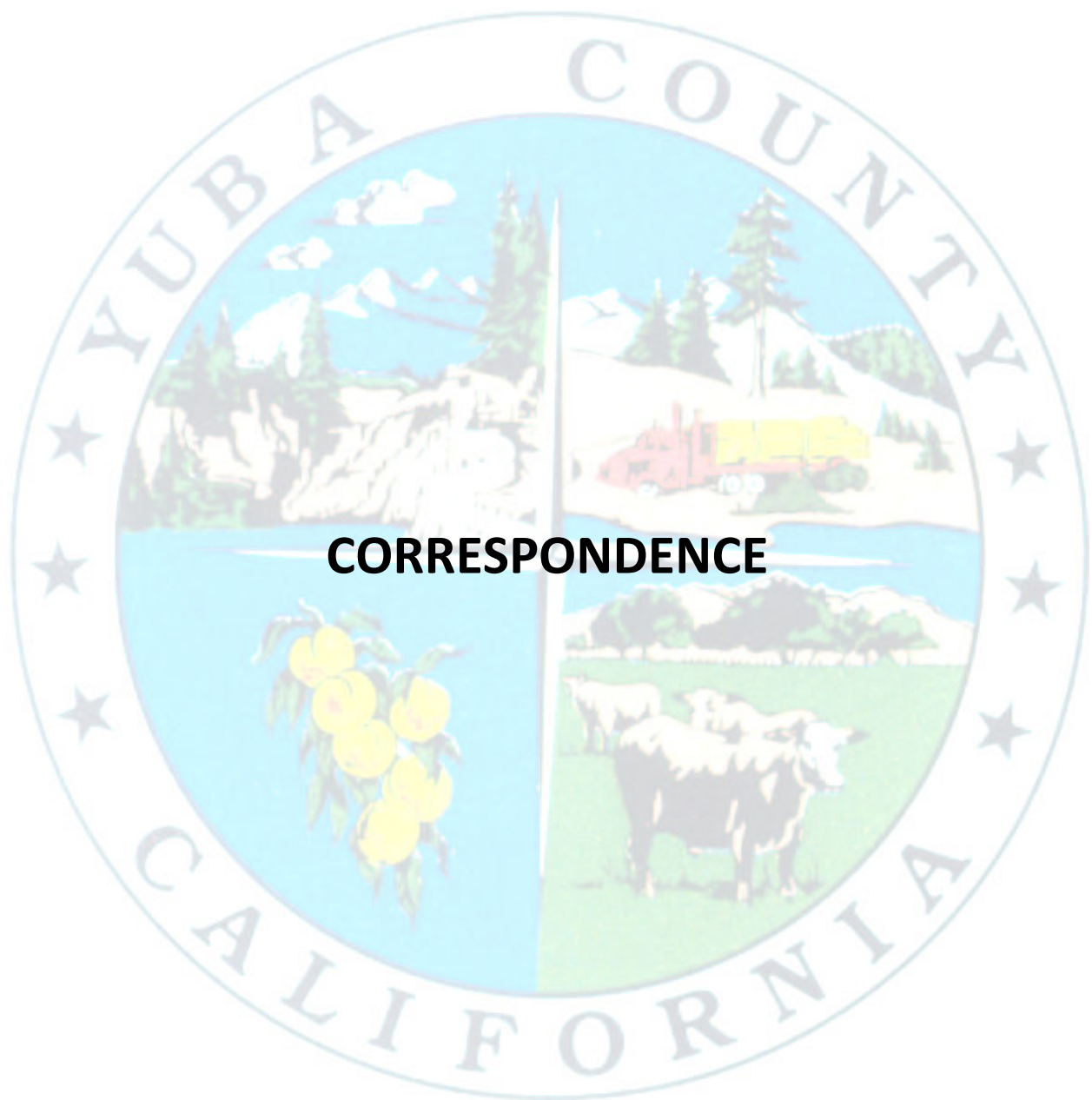
Thank you in advance for your consideration of our perspectives and alternative budget proposal. Please do not hesitate to contact us if you need additional information from us, or would like to discuss our request in greater detail.

Sincerely,

John Nicoletti, Chairman
Yuba County Board of Supervisors

cc: The Honorable Jim Beall, Chairman, Senate Budget Subcommittee No. 2
The Honorable Richard Bloom, Chairman, Assembly Budget Subcommittee No. 3

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CORRESPONDENCE



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Commissioners
Michael Sutton, President
 Monterey
Jack Baylis, Vice President
 Los Angeles
Jim Kellogg, Member
 Discovery Bay
Richard Rogers, Member
 Santa Barbara
Jacque Hostler-Carmesin, Member
 McKinleyville

STATE OF CALIFORNIA
 Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
 1416 Ninth Street, Room 1320
 Sacramento, CA 95814
 (916) 653-4899
 (916) 653-5040 Fax
www.fgc.ca.gov

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MAY 8 2014

May 6, 2014

Clerk/Board of Supervisors

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Sections 300 and 708, Title 14, California Code of Regulations, relating to upland game bird, which will be published in the California Regulatory Notice Register on May 9, 2014.

Please note the dates of the public hearings relate to this matter and associated deadlines for receipt of written comments.

Mr. Scott Gardner, Department of Fish and Wildlife, phone (916) 801-6257, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Caren Woodson
 Associate Government Program Analyst

Enclosure

TITLE 14. Fish and Game Commission
Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 203 and 355, of the Fish and Game Code and to implement, interpret, or make specific sections 200, 202, 203.1, 215, 220, 355, and 356 of said Code, proposes to amend Section 300, Title 14, California Code of Regulations, relating to Upland Game Birds.

Informative Digest/Policy Statement Overview

Current regulations in Title 14, California Code of Regulations (CCR) provide general hunting seasons for taking resident and migratory upland game birds under Section 300. The Department is recommending six regulation changes under this section as follows:

1. Adjust annual number of sage grouse hunting permits by zone.

Current regulations under subsection 300(a)(1)(D)4. provide a number of permits for the general sage grouse season in each of four zones. At this time the Department has proposed a range of permits specific for all four hunt zones. The final permit numbers will be proposed in June after spring lek counts are completed and annual population data are analyzed. Permit ranges for sage grouse hunting in 2014 are recommended as follows:

East Lassen: 0-50 (two-bird) permits
Central Lassen: 0-50 (two-bird) permits
North Mono: 0-100 (one-bird) permits
South Mono: 0-100 (one-bird) permits

2. Administrative changes to subsection 300(a)(1)(D)5. to reflect the Department's change to application procedures for sage grouse permits under the new Automated License Data System (ALDS).
3. Establish a longer general archery season for pheasants.

Current regulations provide for a 23-day early pheasant archery season under subsection 300(a)(2)(A)1.a. and a 44-day general pheasant archery season under subsection 300(a)(1)(A)1.b.. The proposed regulation re-establishes a later pheasant archery-only season, and extends the season for 28 days, to allow for hunting opportunity both before and after the general pheasant season. However, archery equipment cannot be used on Type A and B wildlife areas during the pheasant and waterfowl seasons per subsection 551(b)(6).

4. Open Eurasian collared-dove season year-round statewide

In 2013, Eurasian collared-dove season was opened all year in Imperial County under subsection 300(b)(1)(C). The changes proposed by the Department for the 2014-2015 season, and thereafter, would extend the all year open season for Eurasian collared-dove to apply statewide.

5. Increase the maximum daily bag limit to 15 for mourning and white-winged doves in aggregate; of which no more than 10 may be white-winged doves.

The recommendations from the Pacific Flyway Council at the March 11, 2014, meeting was for the "Standard" regulatory alternative as prescribed by the mourning dove harvest strategy for doves in the Western Management Unit. In California, the daily bag limit for the Standard alternative is 15 mourning and white-winged doves in aggregate; of which no more than 10 may be white-winged doves.

6. Minor editorial changes are also provided for consistency and clarity. The Department also proposes to make the following editorial changes:

Correct two omissions of necessary text. Adding text to subsection 300(a)(1)(C) specifying: Species, 2. Seasons, 3. Daily Bag and Possession Limits. Also a new subparagraph is added to 300(a)(2)(C) specifying: 3. Area: Statewide.

The Eurasian collared-dove, spotted dove, and ringed turtle-dove are resident game bird species (per Fish and Game Code §3500 and 3683). For clarity and consistency, these species will be moved from under subsection 300(b), Migratory Upland Game Birds, to subsection 300(a), Resident Upland Game Birds.

Benefits of the Proposed Regulations

Adoption of sustainable upland game seasons, bag and possession limits provides for the maintenance of sufficient populations of upland game to ensure their continued existence.

The Fish and Game Commission, pursuant to Fish and Game Code Sections 200, 202, and 203, has the sole authority to regulate upland game bird hunting in California. Commission staff has searched the California Code of Regulations and has found the proposed changes pertaining to hunting of resident game birds are consistent with Sections 550-553, 630, 703 and 4501 of Title 14. Therefore the Commission has determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the River Lodge Conference Center 1800 Riverwalk Drive, in Fortuna, California, on Wednesday, June 4, 2014, at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Hilton San Diego Mission Valley, at 901 Camino Del Rio South, San Diego, California, on Wednesday, August 6, 2014, at 8:30 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before July 24, 2014, at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on August 1, 2014. All comments must be received no later than August 6, 2014, at the hearing in San Diego, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in ~~strikeout~~-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Caren Woodson at the preceding address or phone number. **Scott Gardner, Department of Fish and Wildlife, phone 916-801-6257, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from

Proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposal clarifies and strengthens the enforceability of portions of the current regulation.

- (b) Impact on the Creation or Elimination of Jobs within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California:

The Commission does not anticipate any impacts the proposed action would have on the creation or elimination of jobs or businesses in California or on the expansion of businesses in California; and, does not anticipate benefits to worker safety, because the regulations propose only minor changes to current seasons and bag limits.

The Commission anticipates benefits to the health and welfare of California residents. The proposed regulations are intended to provide continued recreational opportunity to the public. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources.

The Commission anticipates benefits to the environment by the sustainable management of California's upland game resources. The fees that hunters pay for licenses and stamps are used for conservation.

- (c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (d) Costs or Savings to State Agencies or Costs/ Savings in Federal Funding to the State: None.
- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated:

Sonke Mastrup
Executive Director

Commissioners
Michael Sutton, President
Monterey

Richard Rogers, Vice President
Santa Barbara

Jim Kellogg, Member
Discovery Bay

Jack Baylis, Member
Los Angeles

Jacque Hostler-Carmesin, Member
McKinleyville

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
(916) 653-5040 Fax
www.fgc.ca.gov

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MAY 9 2014

May 7, 2014

Clerk/Board of Supervisors

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending Section 502, Title 14, California Code of Regulations, relating to Waterfowl Regulations for the 2014-2015 seasons, which are published in the California Regulatory Notice Register on May 9, 2014.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Additional information and all associated documents may be found on the Fish and Game Commission website at www.fgc.ca.gov.

Melanie Weaver, Wildlife Branch, phone (916) 445-3717, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon D. Snellstrom", written over a circular stamp or seal.

Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission
Notice of Proposed Changes in Regulations**

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 202 and 355; reference sections 202, 355, and 356, Fish and Game Code; proposes to Amend Sections 360, 361, 362, 363 and 364, Title 14, California Code of Regulations (CCR), relating to Waterfowl Regulations for the 2014-2015 season.

Informative Digest/Policy Statement Overview

Current regulations in Section 502, Title 14, California Code of Regulations (CCR), provide definitions, hunting zone descriptions, season opening and closing dates, and establish daily bag and possession limits for waterfowl. Changes are proposed for several subsections of Section 502 which are generally described below. Regarding duck season lengths and bag limits, item 3 provides notice that other framework regulations may change in 2014 when current biological information becomes available. Concerning geese, items 4, 5, and 6 require Flyway Council and Service approval to establish the final bag limits pursuant to the process described below.

The Service will consider recommendations from the Flyway Council at their meeting on July 31 and August 1, 2014. At this time, the California Waterfowl Breeding Population Survey has not been conducted and the Service has not established federal regulation "frameworks" which will occur in August after the analysis of current waterfowl population survey, other data, input from the Flyway Councils and the public.

The Department's proposals are as follows:

1. Modify the name of the Humboldt Bay South Spit Special Management Area to Humboldt Bay South Spit (West Side).
2. Increase the possession limit for coots and moorhens to triple the daily bag limit statewide. This change will make the possession limit for coots and moorhens consistent with those for other waterfowl throughout the state.
3. Provide a range of waterfowl hunting season lengths (which may be split into two segments) between 38 and 107 days (including 2 youth waterfowl hunt days) for all hunting methods. A range of daily bag limits is also given for ducks in all zones. Federal regulations require that California's hunting regulations conform to those of Arizona in the Colorado River Zone and with Oregon in the North Coast Special Management Area. See table below for season and bag limit ranges.
4. Increase the total daily bag limit for geese in the Northeastern California, Southern San Joaquin Valley, and the Balance of State zones from 10 to 25 geese per day; the Southern California Zone total daily bag limit for geese will increase from 10 to 18 geese per day.
5. Increase the total daily bag limit for white geese in the Northeastern California,

Southern San Joaquin Valley, Southern California, and Balance of State zones from 10 to 15 white geese per day; the bag limit for white geese will increase from 10 to 15 per day in the Imperial County Special Management Area.

6. Increase the total daily bag limit for dark geese from 6 to 10 dark geese per day in the Northeastern California, Southern San Joaquin Valley, and Balance of State zones; increase the bag limit for dark geese from 3 to 4 per day in the Colorado River Zone; and increase the daily bag limit for Canada geese from 6 to 10 per day in the North Coast Special Management Area.
7. Since Special Management Areas are not a subset of Balance of State Zones (as might be implied by the present numbering of the regulation) it is recommended that the numbering of these provisions in 502(d)(5)(D) be revised. A new subsection "502(d)(6) Special Management Areas" is proposed to replace 502(d)(5)(D), with subsequent renumbering of the following subparagraphs. Other references to this subsection are also changed.

Also, minor editorial changes are proposed to clarify and simplify the regulations and to comply with existing federal frameworks.

Benefits of the regulations

The benefits of the proposed regulations are concurrence with Federal law, sustainable management of the waterfowl resources, positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continuation of adopting waterfowl hunting seasons in 2014-15.

Non-monetary benefits to the public

The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity and the increase in openness and transparency in business and government.

Evaluation of incompatibility with existing regulations

The Commission has reviewed the Title 14, CCR, and conducted a search of any similar regulations on this topic and has concluded that the proposed amendments to Section 502 are neither inconsistent nor incompatible with existing state regulations. No other State agency has the authority to promulgate waterfowl hunting regulations.

Summary of Proposed Waterfowl Hunting Regulations

AREA	SPECIES	SEASONS	DAILY BAG & POSSESSION LIMITS
Statewide	Coots & Moorhens	Concurrent w/duck season	25/day, 25-75 in possession
Northeastern Zone <i>Season may be split for Ducks, Pintail, Canvasback, Scaup, and Dark and White Geese</i>	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag.
	Pintail Canvasback Scaup	Between 38 & 105 days	
	Geese	Regular Season Dark geese: 100 days White geese: 73 days Late Season White geese: 32 days Whitefronts: 5 days	10-25/ day, which may include: 10-15 white geese, 6-10 dark geese no more than 2 Large Canada geese. Possession limit triple the daily bag.
Southern San Joaquin Valley Zone <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i>	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 105 days	
	Geese	100 days	10-25/ day, which may include: 10-15 white geese, 6-10 dark geese. Possession limit triple the daily bag.
Southern California Zone <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i>	Ducks	Between 38 & 100 days	4-7/day, which may include: 3-7 mallards no more than 1-2 hen mallards, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 100 days	
	Geese	100 days	10-18/ day, which may include: 10-15 white geese, 3 dark geese. Possession limit triple the daily bag.
Colorado River Zone <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i>	Ducks	Between 38 & 101 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females or Mexican-like ducks, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 101 days	
	Geese	101 days	10/day, up to 10 white geese, up to 3-4 dark geese. Possession limit triple the daily bag.
Balance of State Zone <i>Season may be split for Ducks, Pintail, Canvasback, Scaup and Dark and White Geese.</i>	Ducks	Between 38 & 100 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 100 days	
	Geese	Early Season: 5 days (CAGO only) Regular Season: 100 days Late Season: 5 days (Whitefronts and white geese)	10-25/ day, which may include: 10-15 white geese, 6-10 dark geese. Possession limit triple the daily bag.

Summary of Proposed Waterfowl Hunting Regulations, Continued

SPECIAL MANAGEMENT AREAS	SPECIES	SEASON	DAILY BAG & POSSESSION LIMITS
North Coast <i>Season may be split</i>	All Canada Geese	105 days except for Large Canada geese which cannot exceed 100 days or extend beyond the last Sunday in January.	6-10/day, only 1 may be a Large Canada goose. Possession limit triple the daily bag. Large Canada geese are closed during the Late Season.
Humboldt Bay South Spit (West Side)	All species	Closed during brant season	
Sacramento Valley	White-fronted geese	Open concurrently with general goose season through Dec 21	3/day. Possession limit triple the daily bag.
Morro Bay	All species	Open in designated areas only	Waterfowl season opens concurrently with brant season.
Martis Creek Lake	All species	Closed until Nov 16	
Northern Brant	Black Brant	From Nov 7 for 30 days	2/day. Possession limit triple the daily bag.
Balance of State Brant	Black Brant	From the second Saturday in November for 30 days	2/day. Possession limit triple the daily bag.
Imperial County <i>Season may be split</i>	White Geese	102 days	10-15/day. Possession limit triple the daily bag.
YOUTH WATERFOWL HUNTING DAYS	SPECIES	SEASON	DAILY BAG & POSSESSION LIMITS
Northeastern Zone	Same as regular season	The Saturday fourteen days before the opening of waterfowl season extending for 2 days.	Same as regular season
Southern San Joaquin Valley Zone		The Saturday following the closing of waterfowl season extending for 2 days.	
Southern California Zone		The Saturday following the closing of waterfowl season extending for 2 days.	
Colorado River Zone		The Saturday following the closing for waterfowl season extending for 2 days.	
Balance of State Zone		The Saturday following the closing of waterfowl season extending for 2 days.	
FALCONRY OF DUCKS	SPECIES	SEASON	DAILY BAG & POSSESSION LIMITS
Northeastern Zone	Same as regular season	Between 38 and 105 days	3/ day, possession limit 9
Balance of State Zone		Between 38 and 107 days	
Southern San Joaquin Valley Zone		Between 38 and 107 days	
Southern California Zone		Between 38 and 107 days	
Colorado River Zone	Ducks only	Between 38 and 107 days	

Benefits of the regulations

The benefits of the proposed regulations are concurrence with Federal law, sustainable management of the waterfowl resources, positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continuation of adopting waterfowl hunting seasons in 2014-15.

Non-monetary benefits to the public

The Commission does not anticipate non-monetary benefits to the protection of public health

and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity and the increase in openness and transparency in business and government.

Evaluation of incompatibility with existing regulations

The Commission has reviewed the Title 14, CCR, and conducted a search of any similar regulations on this topic and has concluded that the proposed amendments to Section 502 are neither inconsistent nor incompatible with existing state regulations. No other State agency has the authority to promulgate waterfowl hunting regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the River Lodge Conference Center, 1800 Riverwalk Drive, Fortuna, California, on Wednesday, June 4, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be at the Hilton San Diego Mission Valley 901 Camino Del Rio South, San Diego, California, on Wednesday, August 6, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before July 24, 2014 at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on July 31, 2014. All comments must be received no later than August 6, 2014 at the hearing in San Diego. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Jon Snellstrom at the preceding address or phone number. **Melanie Weaver, Wildlife Branch, phone (916) 445-3717, has been designated to respond to questions on the substance of the proposed regulations** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person

interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and following initial determinations relative to the required statutory categories have been made.

- (a) **Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:**

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

The proposed regulations are intended to provide additional recreational opportunity to the public. The response is expected to be minor in nature.

- (b) **Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:**

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California. The proposed waterfowl regulations will set the 2014-15 waterfowl hunting season dates and bag limits within the federal frameworks. Positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the proposed regulations for the waterfowl hunting season in 2014-15. This is based on a 2011 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. The report estimated that migratory bird hunters contributed about \$169,115,000 to businesses in California during the 2011 migratory bird hunting season. The impacted businesses are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed regulations is to sustainably manage waterfowl populations, and consequently, the long-term viability of these same small businesses.

The Commission anticipates benefits to the health and welfare of California residents. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources. The Commission anticipates benefits to the State's environment by the sustainable management of California's waterfowl resources. The Commission does not anticipate any impacts to worker safety because the proposed amendments will not affect working conditions.

(c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None.

(e) Nondiscretionary Costs/Savings to Local Agencies:

None.

(f) Programs Mandated on Local Agencies or School Districts:

None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None.

(h) Effect on Housing Costs:

None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Sonke Mastrup
Executive Director

Dated: April 23, 2014



LINNÉ K. STOUT
DIRECTOR

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

May 8, 2014

RECEIVED

MAY 9 2014

Clerk/Board of Supervisors

Andy Vasquez, Jr., Chair
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

Margo Wildman, Chair
Yuba County Community Services Commission
1385 Sundance Drive
Plumas Lake, CA 95961

Delores Schoen, Chair
Sutter County Community Action Agency
1247 Casita #4
Yuba City, AA 95991

Members of the Boards:

SUBJECT: Closure of Audit Transmittal Report TR 12-023 (FYE 6/30/12)

The Department of Community Services and Development (CSD) has reviewed your independent auditor's reply to the subject report. The action taken (submission of revised schedules) appears sufficient to satisfy the recommendations by the auditor and/or CSD. The expenditures reported reconcile to CSD disbursements. Therefore, the subject audit report and contract numbers 11F-4250 and 11F-4255 are considered closed and filed accordingly.

If your agencies have any questions or require additional information, please contact me at (916) 826-6147 or lance.brandon@csd.ca.gov.

Sincerely,

LANCE BRANDON, CFS
Management Auditor
Audit Services Unit

c: Wendy Hartman, Director, Yuba County Planning Department
Gallina, LLP, CPAs
CSD Field Operations

Yuba-Sutter Co TR 12-023 (FYE 6-30-12) Closure.docx

BOS CORRESPONDENCE

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Serving Low-Income Families Through Community Partners

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RECEIVED

MAY 13 2014

Clerk/Board of Supervisors

**Reclamation District 2103**

**P.O. Box 208
Wheatland, CA 95692
(530) 870-4503**

May 12, 2014

Terry A. Hansen, Registrar of Voters
Yuba County, California
915 8th Street, Suite 107
Marysville, CA 95901

Re: Vacancy on Reclamation District No. 2103 Board of Trustees

Dear Mrs. Hansen:

I write this letter on behalf of Reclamation District No. 2103 (RD 2103) to notify the County elections official that there is a vacancy on the District's Board of Trustees. The vacancy was left by Trustee Larry Sohrakoff, who recently passed away.

The Board of Trustees has posted notice of the vacancy within RD 2103 and will then fill the vacancy by appointment, pursuant to Government Code section 1780. I will notify your office of the appointment after it has been made.

Please do not hesitate to contact me with any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "TE 7/2", is written over the typed name.

Tom Engler, E.I.T., CFM
MBK Engineers

cc: Board of Trustees, Reclamation District 2103

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Board of State and Community Corrections
600 Bercut Drive, Sacramento, CA 95811
916.445.5073 PHONE
916.327.3317 FAX
bscc.ca.gov

GOVERNOR **Edmund G. Brown Jr.**
CHAIR **Linda M. Penner**
EXECUTIVE DIRECTOR **Kathleen T. Howard**

202-14

D

RECEIVED

MAY 15 2014

May 13, 2014

Clerk/Board of Supervisors

Mr. John Nicoletti
Chairman
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

RECEIVED BY
BOARD MEMBER

Dear Chairman Nicoletti:

Subject: SENATE BILL 81 LOCAL YOUTHFUL OFFENDER REHABILITATIVE
FACILITES CONSTRUCTION FINANCING PROGRAM, INTENT TO AWARD
CONDITIONAL FINANCING UP TO \$5,655,740

Congratulations on your county, as Tri-County leader, receiving a conditional award for the construction of youthful offender rehabilitative facilities in an amount up to \$5,655,740 made by the Board of State and Community Corrections (BSCC) at its meeting on May 8, 2014.

The conditional award made by the BSCC Board is in the form of Intent to Award conditional financing. As such, your county has been conditionally approved for financing and is now in the position to complete the necessary approval process as outlined in the Request for Proposal (RFP) issued July 15, 2008.

BSCC staff will begin working with you to assist in moving forward through the approval process. This process will include, but is not limited to, approval of the county's project by the BSCC, California Department of Corrections and Rehabilitation (CDCR) and the State Public Works Board (SPWB) at various stages throughout planning and construction. Each county that receives a conditional financing award will be required to enter into the various state/county agreements as referenced in the RFP and provided in form on our website. Please review the two accordion items *Local Youthful Offender Rehabilitative Facilities Construction* and *Form of Contractual Documents for Facilities Financing Programs (Youthful Offender Facilities portion)* found at our website address of:

<http://www.bscc.ca.gov/programs-and-services/cpp/services/construction-financing-programs>.

Local Juvenile Facility Site Assurance.

As stated in the RFP, the county must possess a suitable project site (fee simple land title or comparable long term possession) and provide assurance of the site by a Board of Supervisors'

resolution at the time the proposal was submitted, or not later than 90 days following the date of notification of the Intent to Award conditional financing (receipt of this letter). This means that any land purchase options must be exercised (and escrow closed) by the end of that 90-day timeframe. In addition, county land subject to this project must be approved by the SPWB. Failure to provide adequate site assurance within the 90-day timeframe could result in suspension of the conditional financing award, pending review by the BSCC Board. BSCC staff will be in contact with your county if you have not yet submitted adequate site assurance.

SPWB Approval, Timing and Nature of Local Match Requirements and Expending State Loan Financing.

The SPWB is responsible for the approval and oversight of local youthful offender rehabilitative facility construction projects financed through the Senate Bill (SB) 81 lease-revenue bond program. The SPWB must approve the proposed project scope, cost and schedule, as well as authorize and approve the Project Delivery and Construction Agreement (available via BSCC's website) as detailed above. In order to receive these approvals the county must demonstrate, to the state's satisfaction, that local matching requirements will be available as necessary for the timely completion of the project. A precise description of matching fund sources will be required for review and approval by the SPWB in order to ensure they are compatible with state lease-revenue bonds. If the proposed local match is to be through debt financing, the SPWB will determine whether the debt must be subordinate to the state lease-revenue bonds. The state will also conduct an independent real estate due diligence review of the county's proposed juvenile facility site. More information about this process will be forthcoming. The BSCC will serve as a liaison between SPWB and the county to relay any concerns or requests for additional information about the project, its site, the source of local match funds, or other requirements for state lease-revenue financing. Counties are cautioned not to expend any funds for eligible project costs with the intention of being reimbursed with state financing until the county's project has been approved and authorized by the SPWB.

Assignments of County Construction Administrator, Contact Person and Financial Officer.

As stated in the county's SB 81 proposal and in the Board of Supervisors' resolution submitted to the BSCC for this project, the following persons are identified to act on the county's behalf on the day-to-day management of this project:

Mr. Doug McCoy, County Construction Administrator
Ms. Andrea Armstrong, Project Financial Officer


Therefore, BSCC staff will correspond directly with those staff empowered to act on the county's behalf. Please note that BSCC staff can take no action if contacted by county consultants or county contractors.

Congratulations, again, on receiving intent to award conditional financing to help improve your local youthful offender rehabilitative facility needs. To assist with this process, BSCC staff is

Mr. John Nicoletti
Chairman
Page 3

available throughout this process for technical assistance needs. If you have any questions or need more information, please feel free to contact Lenard LaChappell, BSCC Project Director at Lenard.LaChappell@bscc.ca.gov or (916) 445-6023.

Sincerely,


WILLIAM J. CROUT
Deputy Director
Corrections Planning and Programs Division

cc: Ms. Kathleen T. Howard, Executive Director, BSCC
Mr. Lenard LaChappell, Project Director, BSCC
Mr. Doug McCoy, County Construction Administrator, Yuba County
Ms. Andrea Armstrong, Designated Project Financial Officer, Yuba County

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