

BOARD OF SUPERVISORS

AGENDA

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



Agenda materials are available at the Yuba County Government Center, 915 8th Street, the County Library, 303 Second 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.

JANUARY 18, 2011

- 9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.**
- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**
- A. **Administrative Services**
1. Adopt resolution authorizing application for a grant from the Yuba County Water Agency and authorizing the County Administrative Officer and/or the Director of Administrative Services to receive and process the grant, including receiving funds and executing related documents, for flood control website. (031-11)
 2. Approve renewal of Off-Airport Operator agreement and use permit with Krueger Aviation and authorize Chairman to execute same. (032-11)
 3. Approve lease agreements with Michael Murphy for corporate hanger lease site No. 5, ground sites No. 4 and 6 and authorize Chairman to execute same. (033-11)
- B. **Auditor-Controller**
1. Authorize Budget Transfer in the total amount of \$148,900 to transfer health insurance in lieu back to salaries for general and operating departments for six month period ending December 31, 2010. (034-11)
- C. **Board of Supervisors**
1. Approve Board of Supervisors' Committee appointments for 2011. (035-11)
 2. Reinstate Board of Supervisors meeting of February 15, 2011. (036-11)
- D. **Community Development and Services**
1. Adopt resolution approving memorandum of understanding with Sacramento Area Council of Governments for grant funding to update the Yuba County Bikeway Master Plan and authorizing the Public Works Director to execute necessary documents. (037-11)
- VI. **PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.**

V. **COUNTY DEPARTMENTS**

A. **Community Development and Services**

1. Approve letter to Sacramento Area Council of Governments regarding growth allocation assumption for the Preferred Metropolitan Plan Scenario for Yuba County and authorize Chairman to execute same. (Ten minute estimate) (038-11)

B. **County Administrator**

1. Receive report regarding Fiscal Year 2011-2012 Budget and provide staff direction as appropriate. (60 minute estimate) (039-11)

VI. **CORRESPONDENCE** - (040-11)

- A. Letter from Missing in America Project regarding designation of disposition of indigent military veteran remains.

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

VIII. **ADJOURN**

2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY - CANCELLED

NO COMMITTEE MEETINGS

In compliance with the American 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 one full business day before the start of the meeting.

To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

PUBLIC INFORMATION

PUBLIC COMMUNICATIONS: Members of the public shall be allowed to address the Board of Supervisors on items not appearing on the agenda which are of interest to the public and are within the subject matter jurisdiction of the Board, provided that no action shall be taken unless otherwise authorized by law. 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.

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

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

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

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

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

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

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

PUBLIC INFORMATION: Copies of §6.7 shall be posted along with agendas. **End**



CONSENT
AGENDA



The County of Yuba

Administrative Services

Doug McCoy, Director
Tara Repka Flores, Assistant Director

TO: Yuba County Board of Supervisors
FROM: Tara Repka Flores, Assistant Director of Administrative Services *TRR*
RE: Adopt resolution to accept flood preparedness website funding and authorization to proceed with RFP.
DATE: January 18, 2011

Recommendation

Adopt resolution authorizing CAO or Director of Administrative Services to take steps necessary to apply for, accept and use grant funds for the purpose of developing a Flood Control Web Site. Additionally, authorize letting of RFP currently being drafted upon approval by County Counsel.

Background

The Yuba County Water Agency has agreed to grant funds to Yuba County for the purpose of developing a Flood Preparedness Web site. The County has a history of high water and flood events. We have recently made great strides in repairing and rebuilding our levees.

Levee improvements have been very successful, however it is recognized that levees do not provide a "100% guarantee" that a levee will not fail. It is with that recognition that the efforts of local agencies involved with flood protection efforts provide an enhanced focus on preparedness for our local residents and businesses to mitigate the loss of life risk.

Discussion

Disaster preparedness is critical in communities. While there are many different elements of preparedness involving first responders it is significantly more important to ensure the public is prepared as well. Increased preparation correlates directly with more successful emergency response and recovery efforts. An emphasis on community preparedness is needed in our communities and we should not rely solely on the infrastructure that keeps destructive elements at bay.

Over the last several years, Yuba County has taken this responsibility seriously and has been successful at completing and implementing several preparedness programs.

Yuba County continues to research ways to implement further preparedness elements for our communities. The same is true for the Yuba County Water Agency in leading the Forecast Operations plan between Bullards Bar Dam and the Oroville Dam. This is a significant achievement as it allows advance notice of river flows.

For enhancement of our preparedness, special attention has been given to advancing technology to increase the level of preparedness for our communities and also importantly to reduce at some level the impact to our emergency response agencies.

The vision is to have a website that has many items of use to offer including a mobile version, alerts, up to date river level information, advanced warnings, shelter locations, preparedness information, a media information area and many other tools that the public can interact with and be more informed as well as prepared. In addition, the hardware / software for the website would be maintained off-site in a safe location. Remote access for updates would be a key feature in the design.

We are asking today for your adoption of a resolution that allows the CAO or the Director of Administrative Services to complete any application activities and accept funding from the Water Agency to complete the project as described. Further, we ask that you approve letting of the RFP which staff is currently preparing upon approval by County Counsel.

Committee Action

Item taken directly to Board to expedite release of RFP.

Fiscal Impact

There will be no fiscal impact for the implementation of this website due to the funding provided by the Yuba County Water Agency.

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

RESOLUTION AUTHORIZING APPLICATION FOR) A GRANT FROM THE YUBA COUNTY WATER) AGENCY AND AUTHORIZING THE) COUNTY ADMINISTRATIVE OFFICER AND/OR) THE DIRECTOR OF ADMINISTRATIVE) SERVICES TO RECEIVE AND PROCESS THE) GRANT, TO INCLUDE RECEIVING FUNDS) AND EXECUTING RELATED DOCUMENTS)	RESOLUTION NO: _
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WHEREAS, it is in the best interest of the citizens of the County of Yuba to have high quality Flood Protection, preparedness information, and a communication hub in the case of a flood event; and

WHEREAS, maximizing the use of technology, a high quality web site can be a single portal for critical information related to flood preparedness and communications for the residents of our County; and

WHEREAS, the Board of Supervisors has considered the benefits of a web site that would provide preparedness information, education materials and serve as a communication hub in the a high water event.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Yuba that the County Administrative Officer and/or the Director of Administrative Services is hereby authorized to execute and submit a grant application for and on behalf of the County of Yuba, a public entity established under the laws of the State of California, and to execute, subject to approval by County Counsel, other necessary documents to obtain awarded funds, and is further authorized to accept funds and perform necessary budget actions for the term of the grant agreement.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2011, by the following vote.

AYES:

NOES:

ABSENT:

Roger Abe
Chairman, Yuba County Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM
ANGIL MORRIS-JONES
YUBA COUNTY COUNSEL

By *Pan Garamone*
Angil Morris-Jones
County Counsel

The County of Yuba

Department of Administrative Services

Doug McCoy, Director



AIRPORT	741-6248
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

February 1, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director

SUBJECT: APPROVE RENEWAL OF OFF-AIRPORT OPERATOR AGREEMENT AND USE PERMIT BETWEEN THE COUNTY OF YUBA AND KRUEGER AVIATION

Recommendation:

It is recommended that the Board approve the attached "Off-Airport Operator Agreement and Use Permit" between the County of Yuba and Krueger Aviation, and authorize the Chairman to execute the same.

Background:

An "off the airport" operation (known as "through the fence") is the use of a public landing area by aircraft based on land adjacent to, but not a part of the airport property. A perimeter fence may be or may not be imaginary or actually exist. In some cases, special taxiways have been built for this type of operation. The owner of a public airport is entitled to seek recovery of its initial and continuing costs of providing a public use landing area. The subject agreement allows Krueger Aviation, to access the Yuba County Airport from privately-owned property. Krueger Aviation is located in the corporate hangar area parallel to Sky Harbor Drive.

Discussion:

The subject agreement is a renewal of the existing use permit that the business has been operating under for the past ten (10) years. The use permit fee is paid by all airport operators, both on the field and off the field to allow for use of airport facilities.

Committee Action:

This item was not considered by the Public Facilities Committee as it is a standard off-airport use permit that has been before the board a number of times and considered routine.

Fiscal Impact:

The general fund is not affected by approval of this agreement. The permit fee is currently \$125 per month. The fee is adjusted annually on July 1. This agreement will generate \$1,500 annually in continued airport revenue.

Attachment

**YUBA COUNTY AIRPORT
OFF-AIRPORT OPERATOR AGREEMENT
AND USE PERMIT**

This Agreement and Use Permit, made and entered into this ____ day of February, 2011, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter referred to as County, and **KRUEGER AVIATION**, located at 1421 Sky Harbor Drive, herein after referred to as "Permittee."

WITNESSETH:

WHEREAS, County is the owner of Yuba County Airport, hereinafter referred to as "Airport"; in the County of Yuba, State of California, said airport being a general purpose airport owned and maintained by County for the use and benefit of the public; and

WHEREAS, Permittee wishes to conduct certain commercial activities at said Airport on real property owned by Permittee adjacent to said Airport (see Exhibit A). Said real property has been developed for commercial and business uses which require access to the Yuba County Airport; and

WHEREAS, Krueger Aviation desires to obtain for itself the right to move aircraft between the taxiway systems of the Yuba County Airport and the adjacent property; and

WHEREAS, the Federal Aviation Administration recommends that airport owners refrain from entering into any agreement which grants access to the public landing area by aircraft normally stored and serviced on adjacent property. Exceptions can be granted on a case-by-case basis where operating restrictions ensure safety and equitable compensation for use of the Airport; and

WHEREAS, the owner of an airport is entitled to seek recovery of initial and continuing costs of providing a public use landing area; and

WHEREAS, the development of aeronautical enterprises on land uncontrolled by the owner of the public airport can result in a competitive advantage for the "through-the-fence" operator to the detriment of on-airport operators. To equalize this imbalance, the airport owner shall obtain from any off-base enterprise a fair return for its use of the landing area.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. OPERATIONS: Permittee'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. Permittee is authorized to conduct Fixed-Base operations in accordance with current "Airport FBO Standards," in regard to its operation at Airport. No other services are authorized. Aircraft operated in any of the above activities may be owned by Permittee or others. Permittee 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 Permittee in connection with its aircraft.

All of Permittee'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 permit and Permittee's activities are affected thereby, Permittee shall be allowed a reasonable

time within which to comply with such change. Permittee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Permittee 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.

2. TERM: The term of this Agreement and Use Permit shall be five (5) years commencing April 15, 2010, and terminating April 14, 2015. This Agreement and Use Permit can be renewed prior to the expiration of the term for an additional five (5) years by mutual agreement of the County and the Permittee. This Agreement may be terminated by the County for any reason at any time upon not less than ninety (90) days advance written notice to Permittee.

3. CONSIDERATION: Permittee agrees to make the following payments to County in consideration for the rights granted to Permittee under this Agreement and Use Permit:

A. Permittee shall pay to County an annual commercial use permit fee of One Thousand Five Hundred Dollars (\$1,500) per year. Permittee reserves the right to pay monthly at a rate of One Hundred Twenty-five Dollars (\$125.00) per month. The use permit fee is adjusted annually by the Yuba County Board of Supervisors with an effective date of July 1.

B. Any change in the amount of fees specified in this section by County after the effective date of this Agreement shall be applicable hereunder upon notice to Permittee at least thirty (30) days prior to the effective date of such change.

4. INTEREST PENALTY: In the event Permittee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Agreement are due, County shall assess interest at the rate of ten percent (10%) annual percentage rate.

5. OTHER CHARGES AND FEES: Permittee shall pay County all other fees and charges as billed by County pursuant to any separate agreement between the parties for services not referred to herein.

6. SPACE: This Agreement and Use Permit does not allow Permittee to possess any portion of Airport, and rents no space for Permittee's operation as described in this Agreement and Use Permit.

7. ASSIGNMENT OR TRANSFER: This Agreement and Use Permit and the rights granted to Permittee hereunder are not assignable or transferable, and shall not run with the land, but rather shall inure solely to the personal benefit of Permittee. Any attempted assignment or transfer, or if a transfer occurs by operation of law, shall be null and void, and shall render the Agreement and Use Permit immediately terminated at County's sole option.

8. INSURANCE: Permittee shall throughout the existence of this Agreement and Use Permit, 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 limits as follows:

A. See Exhibit B, attached hereto.

B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Permittee 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: Permittee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

9. INDEMNITY: Permittee 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 Permittee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

10. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit C, attached hereto and made a part hereof.

11. SIGNS. Permittee shall not, without the prior written approval of County, erect, maintain, or display any signs on the Airport. Any conditions, restrictions, or limitations, with regard to signing as stated by County in writing, shall become conditions of this Agreement.

12. FAA CERTIFICATION: Permittee shall not engage in any operations at Airport prior to obtaining any certifications that may be required with respect thereto by the FAA. Permittee shall furnish the Airport Manager a copy of any such certifications, upon request.

13. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Agreement 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 Permittee at:

KRUEGER AVIATION
1421 Sky Harbor Drive
Olivehurst, CA 95961

Copy to:

Yuba County
County Counsel
119 8th Street, Suite 123
Marysville, CA 95901

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

KRUEGER AVIATION

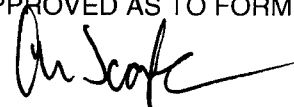
Eric Krueger, Owner

COUNTY OF YUBA

Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

For: 
Angil Morris-Jones, County Counsel

Kruegar Aviation
1417 Sky Harbor Drive

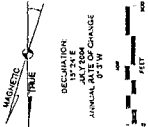


EXHIBIT B

INSURANCE REQUIREMENTS

B.1 MINIMUM SCOPE OF INSURANCE. PERMITTEE 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 and the results of that work by the PERMITTEE, his agents, representatives, employees or subcontractors. If PERMITTEE fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to PERMITTEE.

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

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- c. Property insurance against all risks of loss to any tenant improvements or betterments.

B.1.2 Minimum Limits of Insurance. PERMITTEE shall maintain limits no less than:

- | | | |
|---|--------------------|--|
| 1. General Liability:
(including operations, products and completed operations.) | \$1,000,000 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Workers' Compensation: | | As required by the State of California. |
| 3. Employer's Liability: | \$1,000,000 | Each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 4. Property Insurance | | Full replacement cost with no coinsurance penalty provision. |

B.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the PERMITTEE shall provide a financial guarantee satisfactory to the COUNTY

guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

(a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the PERMITTEE.

(b) For any claims related to this project, the PERMITTEE's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the PERMITTEE's insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

B.2 Waiver of Subrogation. PERMITTEE hereby agrees to waive subrogation which any insurer of PERMITTEE may acquire from PERMITTEE by virtue of the payment of any loss. PERMITTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

B.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to the COUNTY.

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

B.6 Sub-contractors. PERMITTEE shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

EXHIBIT C

FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

1. The Permittee 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 Permittee 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 Permittee 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 (Permittee, licensee, Permittee, 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. Permittee 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 Permittee 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. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee 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 Permittee 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 Permittee 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 Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee 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 Permittee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Permittee 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 Permittee 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. Permittee 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 Permittee 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 County 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 Permittee.

14. The Permittee 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 County reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

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



033-11

AIRPORT	741-6248
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

February 1, 2011

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 agreement.

Background:

The attached are new ground leases with Michael Murphy. Mr. Murphy purchased the aircraft hangar facilities located on the ground sites from the previous owner that held similar ground leases. The lease rate of \$.035 cents per square foot is consistent with similar leases and will generate \$1,361 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 3,600 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

AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this ____ day of February, 2011, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and MICHAEL P. MURPHY, 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 25536, Government Code, Lessor is authorized to enter into leases of all or any portion of said property without complying with the provisions of Title 3, Division 2, Part 2, Article 8, of the Government Code; 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 sq ft)

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 May, 2010. Lessee shall have the first right to negotiate to obtain a new lease for an additional five (5) year term before this Lease has expired. The new lease rate to be negotiated shall not exceed the average of the CPI Index over the past five years. The new lease rate will be mutually agreed upon by both the Lessor, and the Lessee. If the Lessor, and the Lessee, is unable to agree on a new lease rate, binding arbitration through a third and neutral party will be the remedy to settle any differences.

3. CONSIDERATION:

A. Lessee hereby agrees to pay as rent for said premises the sum of \$.035 cents per square foot of building area or One Hundred Five Dollars (\$105.00) per month, 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 ten percent (10%) 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 a total of Two Hundred Ten Dollars (\$210.00).

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: 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 ten percent (10%) 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 final Lessor 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 mechanics lien or encumbrance of any kind or nature.

I. 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.

J. 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.

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. 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.

10. 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.

11. 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 or 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 in 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.

12. 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 signs(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.

13. 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. See Exhibit B attached hereto.
- 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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. 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 approval of the Airport Manager, but sublessee's 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 sublessee's.

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.

19. 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.

20. 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.

21. 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, County agrees to restore said premises provided further that during the period of non-occupancy by Lessee, the rent for said premises shall not be the responsibility or obligation of Lessee.

22. 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.

23. ATTORNEY'S FEES: In case Lessor, without fault on its part, be made a part 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.

24. 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.

25. **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:

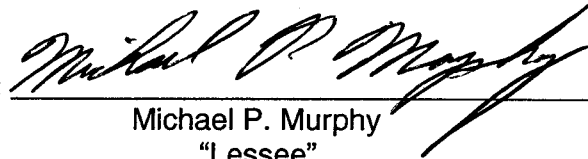
14367 Sunforests Drive
Penn Valley, CA 95946

Copy to:

Yuba County
County Counsel
119 8th Street, Suite 123
Marysville, CA 95901

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

By: _____


Michael P. Murphy
"Lessee"

COUNTY OF YUBA

By: _____

Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
Of Supervisors

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

APPROVED AS TO FORM:

EXHIBIT A

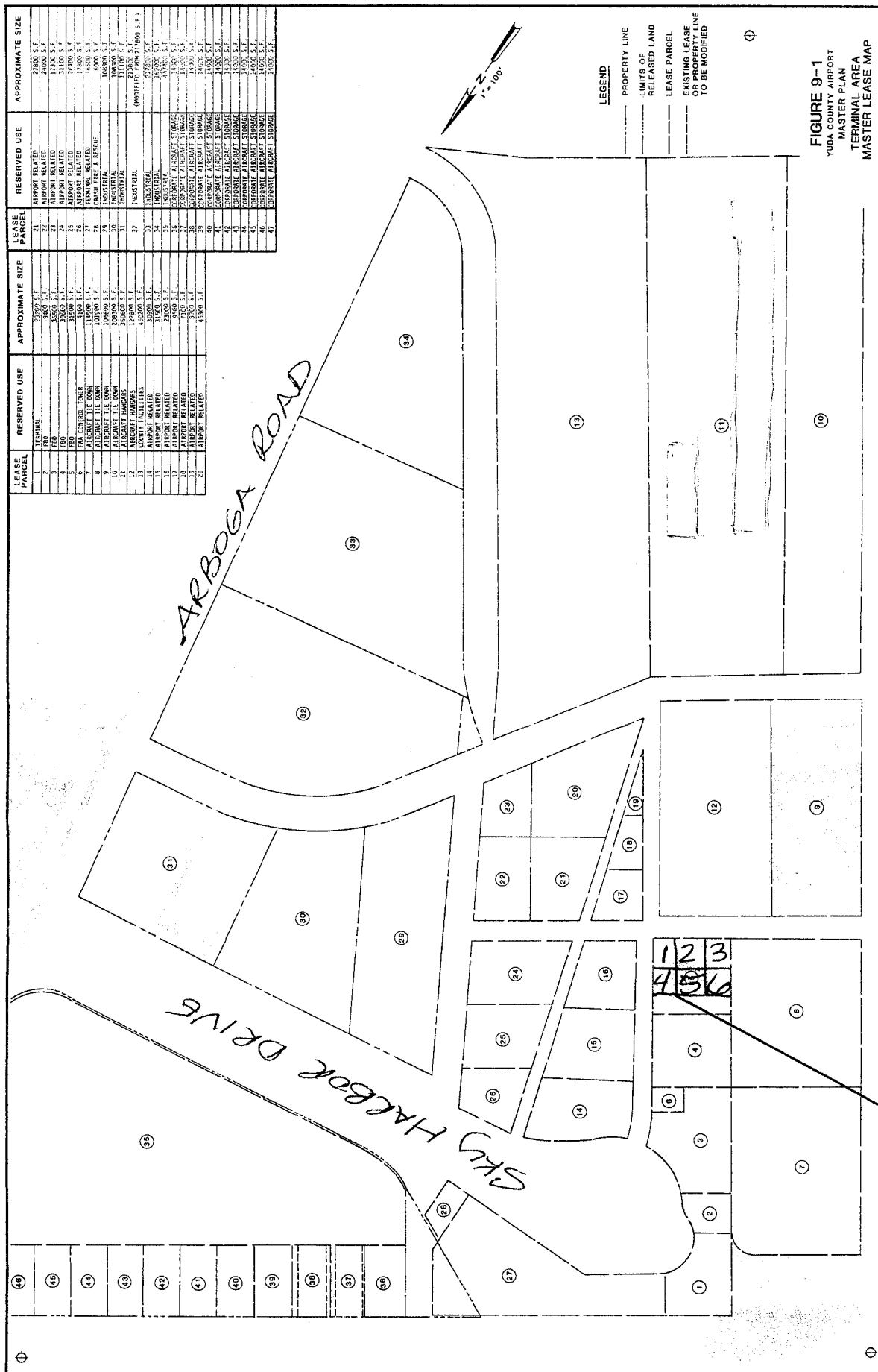


FIGURE 9-1
YUBA COUNTY AIRPORT
MASTER PLAN
TERMINAL AREA
MASTER LEASE MAP

CRM-HILL

Lease Site 5
Hangar 4

EXHIBIT B

COUNTY of Yuba Insurance Requirements

B.1 INSURANCE. 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 LESSEE's operation and use of the leased premises. The cost of such insurance shall be borne by the LESSEE.

B.2 MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

- (a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (b) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for LESSEEs with employees).
- (c) Property insurance against all risks of loss to any tenant improvements or betterments.

B.3 MINIMUM LIMITS OF INSURANCE. LESSEE shall maintain limits no less than:

- 1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Workers' Compensation: As required by the State of California
- 3. Employer's Liability: **\$1,000,000** each accident, **\$1,000,000** policy limit
bodily injury by disease, **\$1,000,000** each
employee bodily injury by disease
- 4. Property Insurance: Full replacement cost with no coinsurance penalty provision.

B.4 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the LESSEE shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

B.5 OTHER INSURANCE PROVISIONS. The general liability policy is to contain, or be endorsed to contain, the following provisions:

- (a) The COUNTY, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the LESSEE.
- (b) The LESSEE's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it.
- (c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) day's prior written notice has been provided to the COUNTY.

B.6 SUBLESSEES. In addition to the above requirements, if LESSEE hires a SUBLESSEE under this Agreement LESSEE shall include all SUBLESSEES as insureds under its policies or shall furnish separate certificates and endorsements for each SUBLESSEE. All coverages for SUBLESSEES shall be subject to all of the requirements stated herein. If LESSEE requires SUBLESSEES to provide insurance coverage, then LESSEE shall be named as additional insureds under such policy or policies.

B.7 ACCEPTIBILITY 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 by the COUNTY.

B.8 VERIFICATION OF COVERAGE. LESSEE shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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.

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

DATE: 1-7 20 11

DEPARTMENT Various Operating Funds

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
100-0000-372-9903		24,750.00
101-		54,450.00
102-		2,700.00
103-		22,200.00
106-		4,200.00
107-		2,850.00
108-		36,850.00
130-		900.00

ACCOUNT NO.	NAME	AMOUNT
See attached list		148,900.00

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
157 Health Insurance	148,900.00

FUNDS TO BE INCREASED:

FUND	AMOUNT
Various Operating Funds	148,900.00

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT		FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT			DEBIT	CREDIT
100	280 4000 8000	24,750.00	24,750.00	107	280 4000 8000	2,850.00	2,850.00
101	280 4000 8000	54,450.00	54,450.00	108	280 4000 8000	36,850.00	36,850.00
102	280 4000 8000	2,700.00	2,700.00	130	280 4000 8000	900.00	900.00
103	280 4000 8000	22,200.00	22,200.00				
106	280 4000 8000	4,200.00	4,200.00				

REASON FOR TRANSFER:

To transfer In Lieu of Health Insurance back to Salaries for General and Operating Departments for 6 month period ending 12-31-2010.

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

AUDITOR - CONTROLLER
TITLE

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

AUDITOR - CONTROLLER

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

Auditor/Controller, Dean E. Sellers

**IN-LIEU OF INSURANCE FEES
FISCAL YEAR 2010-2011**

BUDGET NO/DEPT NAME EMPLOYEE NAME FUND 100	JULY PAID AUG	AUG PAID SEPT	SEPT PAID OCT	OCT PAID NOV	NOV PAID DEC	DEC PAID JAN	
100-5200-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00						
	150.00	150.00	150.00	150.00	150.00	150.00	
			150.00	150.00	150.00	150.00	
TOTALS	750.00	600.00	750.00	750.00	750.00	750.00	4,350.00
100-5201-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	-150.00			
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	900.00	900.00	900.00	600.00	750.00	600.00	4,650.00
100-5202-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	0.00				
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	0.00				
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	1,050.00	1,050.00	750.00	750.00	750.00	750.00	5,100.00
100-5203-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
				150.00			
TOTALS	150.00	150.00	150.00	300.00	150.00	150.00	1,050.00
100-5206-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	750.00	750.00	750.00	600.00	750.00	600.00	4,200.00
100-5207-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	900.00
100-5208-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	750.00	750.00	750.00	750.00	750.00	750.00	4,500.00
FUND 100 GRAND TOTALS	4,500.00	4,350.00	4,200.00	3,900.00	4,050.00	3,750.00	24,750.00

100-5200 451-0101 24,750.00

**IN-LIEU OF INSURANCE FEES
FISCAL YEAR 2010-2011**

BUDGET NO/DEPT NAME EMPLOYEE NAME	JULY PAID AUG	AUG PAID SEPT	SEPT PAID OCT	OCT PAID NOV	NOV PAID DEC	DEC PAID JAN		
FUND 101								
BOARD OF SUPERVISORS								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-0100-411-0101	1,800.00
CLERK-RECORDER								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00	101-0200-411-0101	900.00
PERSONNEL								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	450.00	450.00	450.00	450.00	450.00	450.00	101-0300-414-0101	2,700.00
AUDITOR-CONTROLLER								
	0.00	0.00	0.00	0.00	0.00	0.00		
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-0400-412-0101	0.00
TREASURER-TAX COLLECTOR								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-500-412-0101	1,800.00
ASSESSOR								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	600.00	600.00	600.00	600.00	600.00	600.00	101-0600-412-0101	3,600.00
COUNTY COUNSEL								
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-0700-413-0101	900.00
ELECTIONS								
	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	150.00	150.00	101-0800-415-0101	1,500.00
BUILDINGS & GROUNDS								
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-0900-417-0101	0.00
CUSTODIAL SERVICES								
		150.00	150.00	150.00	150.00	150.00		
TOTALS	0.00	150.00	150.00	150.00	150.00	150.00	101-0950-417-0101	750.00
SURVEYOR								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-1500-410-0101	1,800.00
PUBLIC WORKS AD								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-1600-410-0101	1,800.00

COUNTY ADMINISTRATOR								
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-1700-411-0101	900.00
CLERK OF THE BOARD								
	150.00	150.00	150.00	150.00	150.00			
TOTALS	150.00	150.00	150.00	150.00	150.00	0.00	101-1701-411-0101	750.00
ADMIN SERVICES								
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-1800-410-0101	900.00
INFORMATION SERVICES								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	750.00	750.00	750.00	750.00	750.00	750.00	101-1900-410-0101	4,500.00
BOAT GRANT								
	250.00	250.00	250.00	250.00	250.00	250.00		
TOTALS	250.00	250.00	250.00	250.00	250.00	250.00	101-2701-422-0101	1,500.00
PROBATION								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	2,250.00	2,250.00	2,100.00	2,250.00	2,250.00	2,100.00	101-3100-423-0101	13,200.00
VICTIM WITNESS								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-3101-423-0101	1,800.00
AG COMMISSIONER								
	0.00	0.00	0.00	0.00	0.00	0.00		
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-3400-426-0101	0.00
BLDG INSPECTION								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-3500-426-0101	1,800.00

	150.00	150.00	150.00	150.00	150.00	
TOTALS	150.00	150.00	150.00	150.00	150.00	0.00

101-3600-426-0101	750.00
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PUBLIC GUARDIAN

	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00

101-4100-427-0101	900.00
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EMERGENCY SVCS

	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00

101-4200-427-0101	900.00
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PLANNING

	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00

101-4300-427-0101	900.00
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ANIMAL CONTROL

	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00

101-4400-427-0101	900.00
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ENVIRON HEALTH

	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	450.00	450.00	450.00	450.00	450.00	450.00

101-4800-441-0101	2,700.00
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BI-CO VETERANS

	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00

101-5800-455-0101	1,800.00
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LIBRARY

	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00

101-6000-462-0101	1,800.00
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HOUSING AUTH

	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00

101-6700-456-0101	900.00
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FUND 101 GRAND TOTALS	9,100.00	9,250.00	9,100.00	9,250.00	9,100.00	8,650.00
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54,450.00

TOTAL	54,450.00
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[illegible]

DISTRICT ATTY

	200.00	200.00	200.00	200.00	200.00	200.00
	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	350.00	350.00	350.00	350.00	350.00	350.00

108-2500-421-0101 2,100.00

SHERIFF MISCELLANEOUS

	250.00	250.00	250.00	250.00	250.00	250.00
TOTALS	250.00	250.00	250.00	500.00	500.00	500.00

2,250.00

SHERIFF

	0.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	0.00	0.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
TOTALS	3,000.00	3,000.00	3,000.00	3,000.00	3,250.00	3,000.00

18,250.00

108-2700-422-0101 20,500.00

JAIL (NON-SAFETY)

	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00

900.00

JAIL

	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
	250.00	250.00	250.00	250.00	250.00	250.00
TOTALS	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00

9,000.00

JUVENILE HALL

	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	750.00	750.00	750.00	750.00	750.00	600.00

108-2900-423-0101 9,900.00

FUND 108 GRAND TOTALS	6,000.00	6,000.00	6,000.00	6,250.00	6,500.00	6,100.00
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36,850.00

FUND 130

AIRPORT ENTERPRISE

	150.00	150.00	150.00	150.00	150.00	150.00
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00

900.00

FUND 130 GRAND TOTALS	150.00	150.00	150.00	150.00	150.00	150.00
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130-9500-432-0101 900.00

TOTAL 69,700.00

69,700.00

The County of Yuba

Office of the Clerk of the Board of Supervisors

Donna Stottlemeyer, Clerk of the Board of Supervisors
915 Eighth Street Suite 109
Marysville, CA 95901
(530) 749-7510 Fax: (530) 749-7353



January 18, 2010

TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors Donna Stottlemeyer

A handwritten signature in black ink, appearing to read "Donna Stottlemeyer", is written over the "FROM:" line.

SUBJECT: Board Standing Committee Appointments

Recommendation:

Approve Board Standing Committees Appointments for calendar year 2011.

Background and Discussion:

Each year the Chairman has recommended appointments for Board Standing Committees. Chairman Abe conferred with Board members on appointments.

Committee Action:

None required.

Fiscal Impact:

None.

Ds:
Attachment

<p><u>AGENDA SETTING</u></p> <p>Rep: Chair Roger Abe</p> <p>Alt: Vice Chair Hal Stocker</p> <hr/> <p>Chair and Vice-chair as Alternate. Meets weekly on Tuesday. Time varies</p>	<p><u>AREA 4 AGENCY ON AGING-GOVERNING</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: Hal Stocker</p> <hr/> <p>Meets 2nd Friday of each month at 10 a.m. at different locations within seven counties.</p> <p>Phone: (916) 486-1876 (Tai)</p> <p>1 Rep/1 Alt Form 700 Filing</p>	<p><u>ARTS COUNCIL</u></p> <p>Rep: John Nicoletti</p> <p>Alt: Hal Stocker</p> <hr/> <p>Meets last Monday of each month, except in Dec., at 4 p.m. at 630 "E" Street, Marysville.</p> <p>Telephone: 742-2787</p> <p>1 Rep/1 Alt</p>
<p><u>BEALE COMMUNITY COUNCIL</u></p> <p>Rep: John Nicoletti</p> <p>Rep: Roger Abe</p> <p>Alt: Hal Stocker</p> <hr/> <p>Meets 1st Tuesday of every other month beginning April at noon. Exec. Comm. meets 3rd Friday of every other month beginning in Jan. at 10 a.m. includes Executive Comm. meeting. Also includes Beale Military Liaison Committee (Ron Bartoli/701-2211 Janice Nall 281-2121) and Association of Defense</p> <p>Telephone: 634-8890</p>	<p><u>BI-CO. SOLID WASTE IND. HRG.</u></p> <p>Rep: John Nicoletti</p> <hr/> <p>Meets as needed. Only 1 Rep. Contact Environmental Health, 749-5450 (Deborah)</p> <p>1 Rep</p>	<p><u>BI-COUNTY SUBSTANCE ABUSE</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: Mary Jane Griego</p> <hr/> <p>Meets 4th Tuesday at 3:00 p.m. except Aug. and Dec. at 1965 Live Oak Blvd., Yuba City.</p> <p>Telephone 822-7200 ext. 2275 (Nancy) Fax 822-7627</p> <p>1 Rep/1 Alt. - Form 700 Filing</p>
<p><u>BI-COUNTY TRANSPORTATION AGENCY</u></p> <p>Rep: John Nicoletti</p> <p>Alt: Roger Abe</p> <hr/> <p>Meets as needed.</p> <p>Contact: Mike Lee, 749-5420</p> <p>1 Rep/1Alt</p>	<p><u>CA STATE ASSN. of COUNTIES</u></p> <p>Rep: Roger Abe</p> <p>Alt: Andy Vasquez</p> <hr/> <p>Meets March 24, June 2, Sept. 15, and Nov 25-Dec 2 (@ Annual Conference in Riverside) at 10 a.m. Meetings in Sac. except for conference. Includes Private Partnership Project. Rep/Alt appointed in October.</p> <p>Telephone: (916) 327-7500 (Sue/Agenda)</p> <p>1 Rep/1 Alt</p>	<p><u>CHAMBER of COMMERCE</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: Roger Abe</p> <hr/> <p>Govt. Affairs Committee - Meets 1st Tuesday at 7:30 a.m. of each month at 429 10th Street, Marysville.</p> <p>Telephone: 743-6501</p> <p>1 Rep/1 Alt</p>
<p><u>EMERGENCY MEDICAL CARE</u></p> <p>Rep: Roger Abe</p> <p>Alt: Hal Stocker</p> <hr/> <p>Meets 3rd Wednesday at 7:30 a.m. of each month at 1700 Poole Blvd., Yuba City.</p> <p>Telephone: 674-2780 (Ron Welch)</p> <p>1 Rep/1 Alt Form 700 Filing</p>	<p><u>FEATHER RIVER AIR QUALITY MGMT</u></p> <p>Rep: John Nicoletti/Roger Abe</p> <p>Rep: Mary Jane Griego</p> <p>Alt: Andy Vasquez</p> <hr/> <p>Meets 1st Monday at 4 p.m. every other month beginning February 5, at Government Center Conference Room 1. Stipend of \$100 per meeting.</p> <p>2 Rep/1Alt for 2010</p> <p>Telephone: 634-7659 ext. 204 (LuAnn) ext. 203 Dave - Form 700 Filing</p> <p>3 Reps/1 Alt</p>	<p><u>FINANCE & ADMINISTRATION</u></p> <p>Rep: Roger Abe</p> <p>Rep: Hal Stocker</p> <p>Alt: Andy Vasquez</p> <hr/> <p>Auditor/Controller, Assessor, CAO, Clerk of the Board, Clerk/Recorder, Counsel, Human Resources, Treasurer/Tax Collector,</p>

<p><u>FIRST 5 YUBA COMMISSION</u></p> <p>Rep: Mary Jane Griego</p> <p>Alt: <i>Andy Vasquez</i></p> <hr/> <p>Meets every month on the 4th Thursday beginning Jan. (except Nov. and Dec the 3rd Thursday) at 3:30 p.m. at Govt. Center, Conf. Room 1. Includes Healthy Kids Healthy Future Governing Board Telephone: 749-4877 (Claudia) 1 Rep/1 Alt - Form 700 Filing</p>	<p><u>HIGH SIERRA RESOURCE C&D COUNCIL</u></p> <p>Rep: Roger Abe</p> <p>Alt: <i>Louie Mendoza Jr.</i></p> <hr/> <p>Meets quarterly at 1 p.m. (Jan 16, Apr 17, July 17, and Oct 16) at Sierra Economic Development District, 560 Wall Street, Suite 5, Auburn. Office address is: 251 Auburn Ravine, Ste. 105, Auburn 95603 Telephone: 823-5687 ext. *5 (Mary/Kay) email mary.powell@ca.usda.gov 1 Rep/1 Alt</p>	<p><u>HUMAN SERVICES</u></p> <p>Rep: *Hal Stocker</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>Roger Abe</i></p> <hr/> <p>Health & Human Services, Housing & Comm. Services, Library, Bi-County Mental Health. * Committee member serves on Library Advisory Commission</p>
<p><u>LAFCO/LOCAL AGENCY FORMATION CO</u></p> <p>Rep: Roger Abe -Term 2013</p> <p>Rep: Mary Jane Griego -2015 Term</p> <p>Alt: <i>Andy Vasquez -Term 2013</i></p> <hr/> <p>Meets 1st Wednesday at 6 p.m. in the Board Chambers as needed. Terms end 1st Mond in May Telephone: 749-5467 (Paige) Form 700 Filing</p>	<p><u>LAND USE & PUBLIC WORKS</u></p> <p>Rep: Roger Abe</p> <p>Rep: Hal Stocker</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Community Development, Building Services, Community Services, Public Works</p>	<p><u>LAW & JUSTICE</u></p> <p>Rep: *John Nicoletti</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>Hal Stocker</i></p> <hr/> <p>Bi-County Juvenile Hall, Child Support Services, DA, Probation, Sheriff/Coroner * Comm. member serves as rep to Bi-County Juvenile Hall Comm/Mental Health Comm. (Frank Sorgea 741-6371)</p>
<p><u>LINDA LIAISON</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets 2nd Wednesday at 5 p.m. of even numbered months (Feb., April,...) at Linda Fire Protection District. Telephone: 749-7510 (Donna) 1 Rep/1 Alt</p>	<p><u>MARYSVILLE CITY/COUNTY LIAISON</u></p> <p>Rep: John Nicoletti</p> <p>Alt: <i>Mary Jane Griego</i></p> <hr/> <p>Meets as needed on 1st Thursday at 4:30 p.m. of each month at Marysville City Hall. Telephone: 749-7510 (Donna) Billie F. 749-3901 (City) 1 Rep/1 Alt</p>	<p><u>NACO/NATIONAL ASSN. OF COUNTIES</u></p> <p>Rep: John Nicoletti</p> <p>Alt: <i>Mary Jane Griego</i></p> <hr/> <p>Meets four times per year in various parts of the U.S. Funds budgeted in Board Travel for attendance.</p>
<p><u>NO. CENTRAL COUNTIES CONSORTIUM</u></p> <p>Rep: Roger Abe</p> <p>Alt: <i>Hal Stocker</i></p> <hr/> <p>Meets quarterly. Stipend of \$100 per meeting, travel reimbursed at 37.5 cents per mile, plus lunch expense if coming from out of area. Telephone: 822-7145 1 Rep/1 Alt - Form 700 Filing</p>	<p><u>OPUD/COUNTY LIAISON</u></p> <p>Rep: Mary Jane Griego</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets on the 2nd Friday of each month at 1100 at OPUD Board Chambers, 1970 9th Avenue. Telephone: 749-7510 (Donna) 1 Rep/1 Alt.</p>	<p><u>PEACH TREE HEALTH CARE BOARD DIRE</u></p> <p>Rep: John Nicoletti</p> <p>Alt: <i>Andy Vasquez</i></p> <hr/> <p>Meets last Wednesday at 4 p.m. of each month at clinic. Telephone: 741-6245 ext. 105 (Michelle) 1 Rep/1 Alt Form 700 Filing</p>

<p><u>PROTECTIVE INSPECTION</u></p> <p>Rep: Andy Vasquez</p> <p>Rep: Roger Abe</p> <p>Alt: Mary Jane Griego</p> <hr/> <p>Agricultural Commissioner, Emergency Services, Environmental Health</p>	<p><u>PUBLIC FACILITIES</u></p> <p>Rep: Mary Jane Griego</p> <p>Rep: Andy Vasquez</p> <p>Alt: John Nicoletti</p> <hr/> <p>Administrative Services</p>	<p><u>RCRC REGIONAL COUNCIL of RURAL COU</u></p> <p>Rep: Roger Abe</p> <p>Alt: John Nicoletti</p> <hr/> <p>Meets 01/19; 03/23; 05/25; 06/15; 08/24; 09/21; 12/7 @ 9 a.m. Lunch provided. Mileage reimbursed (Includes Nat'l Forest & Schools Coalition (Forest Receipts) and Ca. Rural Home Mortgage Finance Authority. (916) 447-4806 1 Rep/1 Alt - Form 700 Filing</p>
<p><u>REGIONAL WASTE MGMT AUTHORITY</u></p> <p>Rep: John Nicoletti</p> <p>Alt: Mary Jane Griego</p> <hr/> <p>Meets 3rd Thursday at 5:00 p.m. of each month at Yuba County Government Center Board Chambers. Stipend of \$50 per meeting. Immediately proceeds Y-S Transit at 4:30 at same location. Telephone: 634-6890 (Sandra) 1 Rep/1 Alt Form 700 Filing</p>	<p><u>SAC MOTHERLODE REG. ASSN. of CO.</u></p> <p>Suspend Membership since FY 04/05 - Full Name: Sacramento Motherlode Regional Association of County Supervisors. Meets in conjunction with CSAC & RCRC Annual conferences. Maximum of 3 mtgs per year. Placer County Supervisor Jim Holmes Telephone: 885-3695</p>	<p><u>SACOG/SAC AREA COUNCIL of GOVMTS.</u></p> <p>Rep: Mary Jane Griego</p> <p>Alt: John Nicoletti</p> <hr/> <p>Meets 3rd Thursday at 9 a.m. of each month. Involves at least 1 additional committee meeting. Stipend of \$100 per meeting, plus mileage at IRS rate. Telephone: (916) 321-9000 - Rochelle 1 Rep/1 Alt - Form 700 Filing</p>
<p><u>SACTO AREA COMMERCE & TRADE</u></p> <p>Rep: John Nicoletti</p> <p>Alt: Roger Abe</p> <hr/> <p>Membership Suspended 09/10 Meets 3rd Wednesday every other month (odd numbered) at 12 p.m. (location varies) Telephone: (916) 441-2144 (Kim) 1 Rep/1 Alt</p>	<p><u>SIERRA NEVADA CONSERVANCY</u></p> <p>Rep: Hal Stocker</p> <hr/> <p>Meetings are held March 2 & 3, June 1 & 2 Sept 7 & 8, and Dec. 7 & 8, 2010 at various locations within the region of the conservancy. No Board alternate is appointed as the Board member appointed from El Dorado County serves as the alternate for Yuba County. Form 700 Filing - Contact Theresa at 530 823-4672</p>	<p><u>SIERRA-SACTO VALLEY EMS</u></p> <p>Rep: Roger Abe</p> <p>Alt: Hal Stocker</p> <hr/> <p>Meets 2nd Friday at 1 p.m. of even numbered months at 5995 Pacific St., Rocklin. Stipend of \$50 per meeting, plus travel at IRS rate. Telephone: (916) 625-1701 1 Rep/1 Alt - Form 700 Filing</p>
<p><u>SUTTER YUBA MENTAL HEALTH</u></p> <p>Rep: Hal Stocker</p> <p>Alt: John Nicoletti</p> <hr/> <p>Meets 3rd Thursday at 5:30 p.m. except Aug. and Dec. at 1965 Live Oak Blvd., Yuba City Telephone 822-7200 ext. 2275 (Nancy Fontinel) Fax 822-7627 1 Rep/1 Alt - Form 700 Filing</p>	<p><u>TRLIA DISPLACED PERSONS APPEALS BR</u></p> <p>Rep: Roger Abe</p> <hr/> <p>Meets as needed. Representative serves as an alternate in the event a member is unable to attend meetings. TRLIA Executive Director Paul Brunner 749-5679 1 Rep.</p>	<p><u>WHEATLAND CITY/COUNTY LIAISON</u></p> <p>Rep: Roger Abe</p> <p>Alt: Hal Stocker</p> <hr/> <p>Meets as needed on 2nd Tuesday at 5:00 p.m. of each month at Wheatland City Hall, 111 C Street, Wheatland. Telephone: 749-7510 (Donna) City Administrator Steve Wright 633-2761 1 Rep/1 Alt</p>

<p><u>Y-S ECONOMIC DEVELOPMENT CORP.</u></p> <p>Rep: *John Nicoletti</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>Hal Stocker</i></p> <hr/> <p>Meets 4th Thurs. of Jan., Apr, July, & Oct. at 12 p.m. * Committee member serves on the Comprehensive Economic Development Strategy Committee.</p> <p>Telephone: 751-8555 (Brynda Stranix) Form 700 Filing</p>	<p><u>YUBA CO. CHILDREN'S CO.</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets 1st Wednesday at 8:00 a.m. at Yuba One Stop Beckworth Room. *Member also sits on Juvenile Justice Coordinating Council (Jim Arnold 749-7550)</p> <p>749-4809/Cindy 1 Rep/1 Alt</p>	<p><u>YUBA COUNTY YOUTH COMMISSION</u></p> <p>Rep: John Nicoletti</p> <hr/> <p>Meets 2nd and 4th Monday at 5:30 p.m. of each month at the Yuba County Government Center Board Chambers.</p> <p>Telephone: Steve Roper (530) 749-7510</p>
<p><u>YUBA SUTTER TRANSIT AUTHORITY</u></p> <p>Rep: Mary Jane Griego</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>Roger Abe</i></p> <hr/> <p>Meets 3rd Thursday at 4:00 p.m. of each month at Yuba County Government Center Board Chambers. Stipend of \$50 per meeting. Regional Waste Mgmt. meeting follows at 5 p.m. Telephone: Sandra 634-6880 Form 700 Filing</p>		

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

January 18, 2011



BUILDING

749-5440 • Fax 749-5616

CODE ENFORCEMENT

749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA

749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES

749-5460 • Fax 749-5464

PLANNING

749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR

749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION

749-5430 • Fax 749-5434

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: ADOPT THE ATTACHED RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING WITH SACOG FOR GRANT FUNDING TO UPDATE THE BIKEWAY MASTER PLAN AND AUTHORIZE THE PUBLIC WORKS DIRECTOR TO EXECUTE THE MOU AND ANY PERTINENT DOCUMENTS RELATED TO ADMINISTRATION OF THE GRANT

RECOMMENDATION:

Adopt the attached resolution approving the Memorandum of Understanding (MOU) with Sacramento Area Council of Governments (SACOG) for Grant Funding to update the Bikeway Master Plan and authorize the Public Works Director to execute the MOU and any pertinent documents related to administration of the grant.

BACKGROUND:

The State routinely solicits bicycle projects for grant funding through its Bicycle Transportation Account (BTA). As a prerequisite to apply for BTA funding, a local agency must have an adopted Bicycle Master Plan that is in compliance with Streets and Highways Code Section 891.2 and the plan must have been adopted within 5 years of applying for the funds.

The current Yuba-Sutter Bikeway Master Plan was adopted in 1995.

In 2009, SACOG awarded the County a grant through its 2010 Bicycle and Pedestrian Regional Funding Program to update the County's Bikeway Master Plan.

DISCUSSION:

The SACOG grant will fund the process to update the Bikeway Master Plan. The process will include public workshops where citizens can provide input concerning bicycle routes and other related issues. After the workshops, a consultant and staff will draft a revised Bikeway Master Plan ensuring it is compliant with the Streets and Highways Code. The draft plan will be circulated for review and comments. Appropriate comments will be incorporated into the report and the final Bikeway Master Plan will be presented to the Board of Supervisors for its consideration and potential adoption.

Once the updated Bikeway Master Plan is adopted by the Board of Supervisors and SACOG, the County will again be able to request grant funding for bicycle projects through the BTA.

FISCAL IMPACT:

The total cost to update the Bikeway Master Plan is estimated at \$108,000, with \$95,580 coming from the SACOG grant and a local match of \$12,420 (11.5%) coming from the Road Fund.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed since this is a budgeted project.

SACOG Bicycle & Pedestrian Regional Funding Program

Memorandum of Understanding ("MOU" or "Agreement")
Between the Sacramento Area Council of Governments ("SACOG") and the
County of Yuba ("Recipient")
For the Project known as "Yuba County Bikeway Master Plan"

1. Introduction; Project Description and Scope of Work

- a. Program Description: The SACOG Bicycle and Pedestrian Funding Program (henceforth referred to as "Program") is intended to provide facilities for walking and biking in the cities and towns of the region, and to provide connections between them in order to achieve the goals set forth by the Blueprint Planning Process. Local agencies submit project applications to SACOG and SACOG awards funding by a regional competitive process. The Yuba County Bikeway Master Plan (referred to as "Project") was awarded funding through the Program. This document serves as the memorandum of understanding between SACOG and the County of Yuba (referred to as "Recipient").

The Project is receiving funds from SACOG-managed local funding sources, meaning these funds bring no requirement to federalize the Project. As such, the Project is not subject to administrative review by the California Department of Transportation ("CalTrans"), but rather by SACOG. SACOG must approve of the Project scope of work, milestones, deliverables and timelines, and shall review and approve all invoices before the Recipient will be reimbursed.

The Program is set up as a reimbursable program, meaning Recipient will be reimbursed for eligible Project costs after SACOG receives, reviews, and approves invoices covering those expenditures. In signing this agreement, Recipient certifies that it can fund the project on its own until it seeks reimbursement from SACOG. The Recipient shall carry the expenses until it invoices SACOG for expenditures. SACOG will reimburse the Recipient within 45 days of receiving an invoice that is determined to meet the terms of this MOU.

- b. Recipient Project Manager and SACOG Program Manager: The following persons shall serve as the point of contact for all communications unless mutually agreed in writing that another individual may represent either the Recipient or SACOG.

The Recipient's officially designated Project Manager is the person identified in the Recipient's application as the Federal Aid Manager or who otherwise meets the requirements of Section 2.b.1. below, who is:

Tim Young
Assistant Public Works Director
915 8th Street, Suite 125
Marysville, CA 95901
530.749.5420
530.749.5424

SACOG's Program Manager is

José Luis Cáceres
Associate Planner
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Phone 916.340.6218
Facsimile 916.321.9551

- c. Project Application and Amount: Recipient submitted an application to SACOG for funding under the Program (hereinafter "Application") and a copy of the Application is attached and incorporated herein as Exhibit "A". The Application was evaluated through a competitive regional selection process and has been awarded \$95,587, to be provided under the terms and conditions of this Agreement. The Recipient has pledged \$12,420 in matching funds, and certified these funds are available to complete the Project scope. If Recipient incurs costs and expenses beyond the awarded amount, Recipient is responsible to cover those costs and expenses.
- d. Project Description: Based on the submitted Project application, the Project's general purpose and scope is to update the countywide Bikeway Master Plan that was adopted in 1995. Exhibit "B" to this Agreement, attached and incorporated herein, sets forth the detailed scope of work for the Project.
- e. Scope of Work, Deliverables, Milestones and Timeline: Exhibit "B" describes the detailed scope of work to be performed by Recipient as well as the Project milestones, deliverables, and timeline for the Project. SACOG, in reviewing invoices, will verify the work completed and deliverables against the terms of Exhibit "B."
- f. Payment: As the work is satisfactorily performed and funds are available, SACOG will reimburse Recipient for Project costs approved by SACOG. Recipient shall not be paid in advance of work completed. Conditions for reimbursement are identified in Section 3 below.

2. Performance

- a. Notice to Proceed: The Recipient may not start reimbursable Project activities until this agreement is signed by both SACOG and Recipient. SACOG's Program Manager shall issue a written Notice to Proceed ("NTP") (e-mail acceptable) to Recipient's Project Manager after this Agreement is fully signed. The NTP shall

contain the effective date for reimbursable activities, which date shall coincide with the date on which the NTP is issued.

- b. Recipient Accountability Duties: Recipient shall comply with the following accountability duties. Recipient acknowledges that a failure to perform these duties may result in the DISQUALIFICATION of Recipient from receiving future funding through SACOG as further specified below. It is incumbent upon Recipient, particularly the Recipient Project Manager, to understand these accountability duties and perform them throughout the term of the MOU or until the Project is completed, whichever comes first. SACOG will NOT remind Recipient to perform these duties.
- 1) Staff Requirements - A Recipient staff person who is familiar with the contents of Recipient's Application and has been assigned to oversee the delivery of this Project. Recipient acknowledges that if it does not maintain an assigned, qualified staff person or consultant to manage the delivery of the Project pursuant to the Recipient's Application, SACOG reserves the right to withdraw funding for this Project.
 - 2) Funding Cycle Deadline - The Project as set forth in the Application, including the scope, timeline and deliverables, must be delivered no later than the current Bicycle and Pedestrian funding cycle deadline of September 30, 2013. Recipient acknowledges that, if it does not deliver the specified Project on the agreed to timeline and prior to the funding cycle deadline, Recipient may be penalized in future funding cycles of SACOG's four regional funding programs, in particular, the Bicycle and Pedestrian Program.
 - 3) Status Reports – Following issuance of the NTP, Recipient shall provide the SACOG Program Manager with a brief, written (e-mail acceptable) quarterly status report on the Project. The due date for each is the first day of January, April, July and October of each year that the project has started until its completion or the termination of this MOU. This status report may be as brief as one or two paragraphs, depending upon the complexity and status of the particular Project. If Recipient's designated Project Manager changes during the course of the Project, it is the responsibility of Recipient to convey this status report requirement and all other requirements of this MOU to the new Project Manager. Recipient acknowledges that a failure to provide quarterly Project status reports to SACOG may result in Recipient failing to qualify for future funding cycles of SACOG's regional funding programs, in particular, the Bicycle and Pedestrian Program. The responsibility of submitting the brief status report to SACOG lies solely with Recipient's identified Project Manager listed above.
- c. Overall Performance: Recipient recognizes that SACOG considers Recipient's performance on this Project a factor in qualifying Recipient for proposed future projects for any other current or future SACOG's funding program (e.g., Regional/Local Community Design, Bicycle/Pedestrian, Air Quality programs).

d. Recipient Responsibilities:

After the NTP has been issued the Recipient is required to perform the accountability requirements in Section 2.b., including, but not limited to, submission of a brief quarterly Project status report.

- (1) Recipient shall complete the Project, in accordance with Exhibit "B", by no later than the expiration of this Agreement.

e. SACOG Responsibilities: SACOG shall:

- (1) Review progress reports and invoices promptly, and contact Recipient in a timely manner to discuss any issues. Invoices will not be approved until issues have been satisfactorily resolved.
- (2) Remit invoice for payment promptly after approving invoices.
- (3) Verify final Project completion as appropriate to close out final completion and payment.

3. **Reimbursement**

- a. Invoices and Payments: Recipient shall submit regular Project invoices to the SACOG Program Manager for reimbursement following issuance of the NTP, but shall submit such invoices no more frequently than once a month and no less frequently than once a quarter. Each invoice shall contain a one-page progress report narrative (bullet format acceptable) of work completed to date along with reference to the scope of work, timeline, milestones, and deliverables in Exhibit "B." Recipient shall clearly identify which of the activities have been performed in the period for which reimbursement is being requested. Recipient may include copies of any deliverables or photographs of physical construction, as applicable, to provide documentation of work completed.
- b. Evaluation of Invoices: SACOG will review invoices in the order received from all Program projects. Upon the review of each invoice received, SACOG will evaluate the degree of progress being made in comparison to the scope of work in Exhibit B, and may ask Recipient to provide additional information to support an invoice. SACOG may withhold payment of a full or partial invoice amount if it believes insufficient evidence has been provided to justify the amount requested.
- c. Methods of Payment: After the SACOG Program Manager has approved an invoice, it will be submitted to the SACOG Finance Department for processing. Reimbursement will be made within 45 days of invoice approval and will be made by check, unless an electronic fund transfer arrangement has been made in advance.
- d. Retention and Completion: SACOG reserves the right to withhold up to 10% of the awarded amount until it can verify the Project is completed as described in Exhibit "B" and approved by SACOG.

4. Completion; Termination

- a. Agreement Expiration Date: All reimbursable expenses must be incurred before July 31, 2013. The expiration date of this Agreement is September 30, 2013, which is the final date for submitting invoices to SACOG, and the date when all projects funded in the 2010 Bicycle and Pedestrian Program funding cycle must be completed. Reimbursement will be made as outlined in Section 1.a. and Section 3.
- b. Extensions: This MOU may be extended by written agreement of both parties.
- c. Termination by Recipient: The Recipient may terminate this Agreement upon 30 days written notice to SACOG identifying the reason for termination. Within 10 working days of the notice, Recipient shall submit an invoice which shall be paid according to the conditions in Section 3.
- d. Termination by SACOG: Recipient's failure to perform any material obligation hereunder is a material breach of this Agreement. SACOG shall provide Recipient with written notice of any such failure and specify a reasonable opportunity to cure. If Recipient fails to cure a material breach after SACOG provides written notice thereof and a reasonable opportunity to cure, SACOG may terminate this Agreement upon 10 days written notice to the Recipient identifying the reason for termination. Upon receipt of the notice of termination, Recipient shall immediately cease its own reimbursable activities on the Project and shall give notice to any third party working on the Project to immediately cease its reimbursable activities on the Project. Within 30 working days of receipt of the notice of termination, Recipient shall submit an invoice for work done through the date of termination. Reasons for termination may include, but are not limited to:
 - (1) failure by the Recipient to submit a progress report or invoice for two consecutive quarters after the Notice to Proceed;
 - (2) if the Project falls more than 6 months behind the timeline in Exhibit B and the Recipient fails to timely inform the SACOG Program Manager; or
 - (3) the Recipient does not respond in a timely manner to repeated requests by SACOG's Program Manager for information.

Reimbursable funding for the Project shall cease upon the effective date of the termination notice.

5. General Provisions

- a. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- b. Indemnity: Recipient and SACOG are each responsible for its own acts and omissions. Further, each party agrees to indemnify, defend, and hold harmless the other party, its governing body, officers, agents, and employees from and against any and all actions, claims, demands, losses, expenses, including reasonable attorney's

fees and costs, damages, and liabilities, resulting from the negligent acts or omissions or willful misconduct of the indemnifying party. The provisions of this Section shall survive the expiration or termination of this Agreement.

- c. Audit; Records: SACOG shall have the right to audit, or have audited by a representative agent, Recipient's use of Project funds. Recipient shall maintain books, records, documents and other evidence (collectively "Records") pertinent to Project work performed under this Agreement in accordance with generally accepted accounting principles and practices for a minimum of three years following completion of the Project. Recipient shall make the Records available to SACOG or its agents upon request.
- d. Notices: All notices required or provided for under this Agreement shall be in writing and delivered in person or by first class U.S. mail, postage prepaid, to the Project Managers identified in Section 1.b.
- e. Integration: This Agreement represents the entire understanding of SACOG and Recipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 5.a.
- f. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
- g. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
- h. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
- i. Dispute Resolution: Each party hereto will notify the other party promptly of any matters that may cause disputes arising out of their respective rights and obligations under this Agreement and will make every reasonable effort to settle such disputes by prompt and diligent negotiations. If the parties are unable to resolve the dispute through negotiation, the dispute will be sent to mediation administered by a mediator acceptable to both parties prior to the initiation of legal action, unless delay in initiating legal action would irrevocably prejudice one of the parties. All expenses of the mediation will be borne by the parties equally; however, each party will bear the

expense of its own counsel, experts, witnesses, and preparation and presentation of proofs.

6. Signatories

The following parties are the authorized signatories representing their respective agencies to sign this MOU:

Sacramento Area Council of Governments

Yuba County

Mike McKeever
Executive Director

Michael G. Lee
Public Works Director

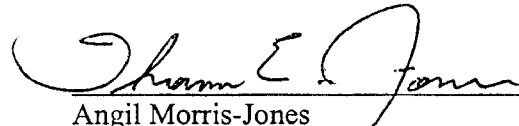
Date

Date

Approved as to form:

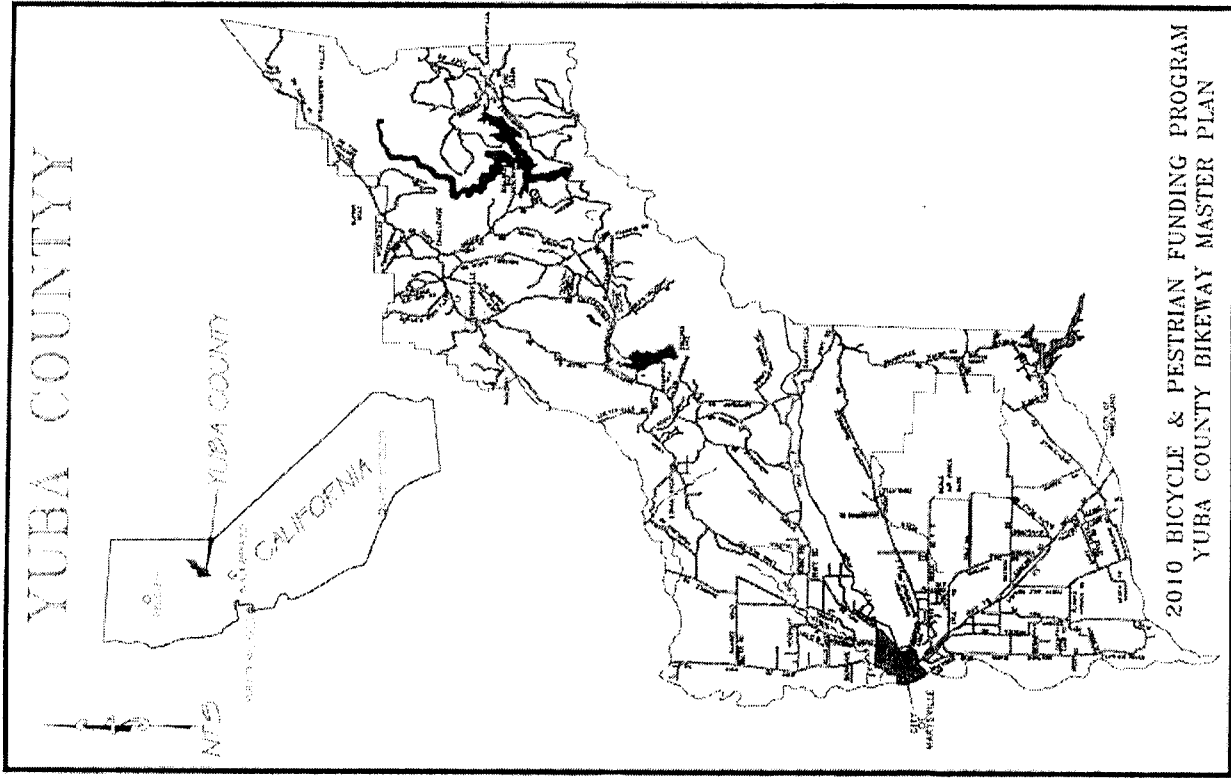
Approved as to form:

Miller, Owen & Trost
Legal Counsel to SACOG



Angil Morris-Jones
County Counsel

Exhibit “A” – Recipient Application for Funding



PROJECT SUMMARY

Project Title	Yuba County Bikeway Master Plan
SACOG ID number (if available)	07-05-09
PPNO and/or EA number (if applicable)	
Project Location (Also attach a map)	Countywide Plan
Project Scope	Update countywide Bikeway Master Plan that was adopted in 1995. Hold community workshops to gather comments from the public. Hire consultant to prepare documents and assist in public workshops.
Project Schedule (estimated month & year): 1. Prepare Plans and Charts for Public Workshops. 2. Hold Public Workshops. 3. Analyze Comments from Workshops. 4. Develop draft Master Plan. 5. Prepare Environmental Documentation. 6. Circulate draft Master Plan and Environmental Documentation for comments. 7. Review comments from circulated documents. 8. Prepare final Master Plan and Environmental Documents 9. Present final Master Plan to Board of Supervisors for adoption.	1. May 2010 2. June 2010 3. July 2010 4. November 2010 5. November 2010 6. December 2010 7. February 2011 8. April 2011 9. June 2011

Total Cost Estimate (by phase) 1. Environmental/preliminary engineering 2. Engineering/design 3. R/W acquisition & utilities 4. <u>Construction/procurement</u> TOTAL	1. \$5,000 2. \$0 3. \$0 4. <u>\$103,000</u> \$108,000
Funding committed from other sources 1. Environmental/preliminary engineering 2. Engineering/design 3. R/W acquisition & utilities 4. <u>Construction/procurement</u> TOTAL	1. \$575 2. \$0 3. \$0 4. <u>\$11,845</u> \$12,420
Funding requested from this application 1. Environmental/preliminary engineering 2. Engineering/design 3. R/W acquisition & utilities 4. <u>Construction</u> TOTAL	1. \$4,425 2. \$0 3. \$0 4. <u>\$91,155</u> \$95,580
Preferred Funding Type(s) <ul style="list-style-type: none"> • RSTP (federal) • CMAQ² (federal) • STIP TE (enhancements) (federal) • STIP (non-federal) 	RSTP (Federal) \$95,580 \$0 \$0 \$0
Project Title	Yuba County Bikeway Master Plan
Responsible Project Manager/Contact Name: Tim Young Position: Assistant Public Works Director Address: 915 8 th Street, Suite 125 Marysville, CA 95901 Phone: (530) 749-5420 E-mail: tyoung@co.yuba.ca.us	
Co-sponsor/partner agencies	
Itemize committed funding and sources:	

² If Congestion Mitigation and Air Quality (CMAQ), emission reduction calculation is required. Methodology available online at www.arb.ca.gov/planning/tsaq/eval/eval.htm

Can you build a usable partial stage of this project? If so, describe scope and cost.	
No, plan needs updating that should include the entire County, not just areas previously covered in the plan.	
Have you identified any significant and reasonably likely risks to the project? Describe: <ul style="list-style-type: none"> • Risks that would change scope • Risks that would change schedule • Risks that would change cost 	The only risk that could reasonably occur is to the cost of the project. This will depend upon the cost for a consultant to assist in the community workshops and prepare the master plan.

Note:

If STIP or STIP-TE funding is being requested, then a Project Study Report (PSR) or PSR equivalent must be completed. Has a PSR or PSR equivalent been completed? If not, when is it expected to be complete?

ENVIRONMENTAL JUSTICE

When updating the Bikeway Master Plan the County will conduct public workshops where the public can provide their input concerning bicycle routes and related issues. Low income and minority members of the community will have full opportunity to state their concerns regarding bicycle routes and the location of routes. In reviewing comments from the Workshops County staff and the consultant will pay particular attention to the needs of low income and minority members of the community. The County will incorporate the concerns of low income and minority members of the community into the Bikeway Master Plan.

One of the leading economic hurdles that low income residents face is reliable transportation to and from work. The Master Plan will ensure routes that provide connections to transit stops, business centers and commercial areas so alternative modes of travel may be utilized to reach these locations. The master plan will greatly benefit low income individuals, many of which do not own vehicles and rely on other modes of travel to get to work.

OVERALL PROJECT FUNDING

Federal Fiscal Year (FFY) – for funds is the year in which funds will be obligated by the sponsor (e.g. FFY 2010 is October 1, 2009-September 30, 2010)

Fund Type – source of funds (be as specific as possible: i.e. county general funds, local developer funds, mitigation fees, etc.)

Phase - environmental/engineering/design, right-of-way, construction (ROW support is part of ROW and CON support is part of CON)

Source of matching funds and amount (match must be non-federal, and at least 11.47% of total project cost – not 11.47% of federal funds)

FFY	Fund Type	ENV/ENG	ROW	CON	Total
2010	Federal RSTP	\$4,425			\$4,425
2010	Local	\$575			\$575
2010	Federal RSTP			\$91,155	\$91,155
2010	Local			\$11,845	\$11,845
Totals		\$5,000		\$103,000	\$108,000

CAPITAL OR NON-CAPITAL PROGRAM GOALS:

How many of the goals the project/program addresses and how well?

This project will update the countywide Bikeway Master Plan. The current plan was adopted in 1995 and included bicycle routes in Sutter County. The updated plan will be prepared solely for Yuba County. More Yuba County communities will be included in the updated plan than the existing bi-county plan. This plan update is necessary for the County to be eligible to apply for much of the grant funding available for the construction of bicycle routes. The County will instruct developers to provide for bicycle trails and pathways in accordance with the new plan. There has been much development within the County since 1995 and many areas where development has occurred are not covered in the current plan. These areas will be addressed and any known future development will be incorporated.

The new plan will allow the county to obtain funding for the construction of cycling related facilities that will enhance the quality of life enjoyed by residents of Yuba County. The Bikeway Master Plan will ensure there is connectivity for cyclists between urban communities. In higher

density rural communities the master plan will include routes that connect outer fringe areas to the heart of the communities. This will provide alternative modes of travel for residents. The Bikeway Master Plan will also designate recreational bike trails in rural areas and foothill regions of the County.

The plan will ensure commercial and business centers in urban areas have good connections to cycling routes so that workers may use alternative modes of travel to get to work. The plan will ensure convenient and efficient routes to schools, parks, government centers, medical facilities, Yuba Community College, and other services. The plan will ensure local transit stops and Park and Ride facilities have connections to them providing residents alternative modes of local and regional travel.

The project includes holding community workshops to gather input from the local populace regarding their preferred location for bicycle routes. The workshops will provide a forum for the general public to review current routes and suggest other routes that they are interested in. The comments from the workshops will be assessed and incorporated into the revised plan. This will give the public a sense of ownership in the plan and lead to greater support of the efforts to construct bicycle projects.

Developers will be required to adhere to the updated plan when they propose new development. Developers will be conditioned to construct bicycle lanes as part of their construction projects or contribute to the construction of routes through development fees. This will ensure bicycle routes are constructed as development occurs, or that funds will be collected and be available for the construction of bicycle routes at a more opportune time.

With the updated master plan the County will qualify to apply for additional grants to construct bicycle projects. Bicycle programs such as the Bicycle Transportation Account (BTA) require a current master plan be adopted and approved as a condition for application of funds. Getting the plan updated is the first step in opening up opportunities to request additional construction funding for bicycle routes. Part of the project is to submit the revised master plan to SACOG and Caltrans for approval.

PROJECT BENEFIT ESTIMATE (If Applicable)

Quantifiable Benefits Methodology

Estimate of Existing Usage	= x (Can be zero)
Estimate of Increase in Usage	= y (Can be zero)
Length of Project (miles)	= a
Quantifiable Benefits	= (x (a/10 mph) (\$5/hr)) + (y(a/10 mph) (\$10/hr))
	= \$ benefits

Since this project is to update a Bikeway Master Plan there is no direct quantifiable measurement. The benefits will occur when facilities are constructed in accordance with the new plan.

Qualitative Benefits Methodology

In one or two paragraphs, are there benefits to the project that are not measured by the dollar figure above?

The master plan will ensure that there are connections to commercial centers and other central business centers. This will provide residents with alternative transportation choices that operate at lower costs. Providing facilities that allow the community the choice of walking or cycling to destinations will lower the number of vehicle trips generated and vehicle miles traveled, cut down on fuel consumption and improve air quality. One of the biggest hurdles of maintaining employment many low income residents face is simply getting to work. Yuba County has a high unemployment rate (18%) and many workers are low income earners. Providing alternative modes of travel for those that don't own a reliable vehicle will greatly assist workers' economic wellbeing.

Providing more bicycle routes throughout Yuba County will encourage people to exercise more by riding bicycles. People feel safer riding in bicycle lanes than along the current shoulders, many of which are gravel. Exercising more will result in better health for residents. The most important thing the facilities may produce is a healthier and more environmentally aware change of life style for community members.

COST ESTIMATE SUMMARY

Please address all applicable tasks as completely as possible.

Funding Categories	Task	Cost Estimate
Environmental	Environmental Studies	\$5,000
Engineering	Engineering & Design	
Right-of-Way*	Right-of-Way acquisition	
	Utility relocation & lighting	
Construction*	Environmental mitigation	
	Grading	
	Foundation & Pavement	
	Bridges &/or tunnels	
	Drainage, curb/gutter, street furniture, planting & irrigation	
	Signage, signals, & striping	
	Bicycle storage/parking	
	Buildings/structures	
	Non-capital staff activities	
	Non-capital materials (maps, brochures, manuals, printing, etc)	
Misc.*	Other project components	\$239,000

*If project applicant is Caltrans, please provide cost estimate for the following additional two components:

- Right of Way Support: _____
- Construction Support: _____

PROJECT BENEFIT ESTIMATE

Quantifiable Benefits Methodology

Estimate of Existing Usage	40 = x (Can be zero)
Estimate of Increase in Usage	200 = y (Can be zero)
Length of Project (miles)	0.6 mile = a
Quantifiable Benefits	= (x (a/10 mph) (\$5/hr)) + (y(a/10 mph) (\$10/hr))
	168 = \$ benefits

Qualitative Benefits Methodology

In one or two paragraphs, are there benefits to the project that are not measured by the dollar figure above?

Safety for children walking or riding to Yuba Garden Middle School cannot be monetarily measured. The project will provide safer travel for pedestrians with sidewalks and for bicyclists with designated bicycle lanes. Health benefits for children and adults from exercising by walking or bicycle riding also cannot be measured. Providing safer means of walking and bicycle riding will increase the number of people in the area that feel comfortable walking or bicycling along Powerline Road. The previous construction of sidewalks with the Safe Routes to School project south of this project showed a big increase in the number of children walking to school and people walking for exercise. There is reason to believe that more children and people will walk when sidewalks are extended further to connect to more residential streets.

EMISSIONS BENEFIT CALCULATIONS FOR CMAQ FUNDING

Projects funded under this program may be candidates for funding under the Congestion Mitigation and Air Quality (CMAQ) program. CMAQ funds are intended to support projects that result in measurable reductions in emissions of carbon monoxide (CO), ozone precursors including volatile organic compounds (VOCs) and oxides of nitrogen (NOx), or particulate matter (PM). To show that air quality objectives are being met, state and local governments must demonstrate the benefits of individual CMAQ projects. Therefore, project applicants must submit a calculation of emissions reductions showing each pollutant, CO (if measurable), VOC, NOx, and PM10 in kilograms/day. While quantitative analysis is required whenever possible, a qualitative analysis is also considered acceptable when project benefits cannot be quantified.

To assist in calculating the quantitative emission benefits reductions and the cost effectiveness of the reductions, the California Air Resources Board (CARB) has produced a hard copy manual and an automated Microsoft Access database file. The manual and database are available online at:

<http://www.arb.ca.gov/planning/tsaq/eval/eval.htm>

Below is an excerpt from the CARB manual, *Methods to Find the Cost-Effectiveness of Funding Air Quality Projects*. It shows the inputs and methods for calculating the emissions benefits of bike paths. Emission factors are available on the ARB website above, or directly at <http://www.arb.ca.gov/planning/tsaq/eval/efldec2008.pdf>

Since this project is to update a Bikeway Master Plan there is no measurement for emissions benefit calculations. This calculation cannot be determined until the actual construction of bicycle facilities.

Exhibit B

PROJECT DESCRIPTION:

The County of Yuba desires to update the countywide Bikeway Master Plan that was previously adopted in 1995. The updated Master Plan will include areas of the County that were not encompassed in the current plan, especially in rural areas. The County will hold community workshops to gather comments and input from the public. The comments from the public will be used to determine policies for bicycle routes and trail routes throughout the County. The County will hire a consultant to prepare the Master Plan and to assist the County with public workshops. The updated Master Plan will be used to guide development of bicycle routes and other trails. The Master Plan will also be used to apply for grant opportunities for future bicycle projects.

SCOPE OF WORK:

Yuba County or its consultant will perform the following tasks and provide the following work products for the Bicycle and Pedestrian Funding Program award:

TASK 1 PREPARE PLANS AND CHARTS FOR PUBLIC WORKSHOPS

Yuba County and its consultant will prepare literature, plans and charts to be presented at the public workshops.

Deliverable: Copies of the literature, plans and charts that will be presented at the workshops.

Completion Date: March 2011

Budget for this Task: \$9,000

TASK 2: HOLD PUBLIC WORKSHOPS

Yuba County will advertise the public workshops and with its consultant conduct the public workshops to understand the needs and desires of the public concerning bicycle routes in the County.

Deliverable: Copy of Public Notices for workshops and written summaries of the comments received during the public workshops.

Completion Date: June 2011

Budget for this Task: \$12,500

TASK 3: ANALYZE COMMENTS FROM WORKSHOPS

Yuba County and its consultant will analyze the comments received during the public workshops and incorporate the comments into the Bikeway Master Plan.

Deliverable: Written summary of the analysis of the comments from the public workshops and how to incorporate the comments into the master plan.

Completion Date: August 2011

Budget for this Task: \$3,500

TASK 4: DEVELOP DRAFT MASTER PLAN

Yuba County's consultant will prepare the draft master plan using the existing plan as a base and incorporating the results of the public comments. Consultant will prepare the administrative draft Bikeway Master Plan to be reviewed by the County. After incorporating comments from the County the consultant will prepare the draft Bikeway Master Plan that will be circulated for comments.

Deliverable: Draft Bikeway Master Plan.

Completion Date: December 2011

Budget for this Task: \$40,000

TASK 5: PREPARE ENVIRONMENTAL DOCUMENTATION

Yuba County or its consultant will prepare the environmental documentation that will be circulated with the draft Bikeway Master Plan for comments.

Deliverable: Copy of Environmental documents.

Completion Date: December 2011

Budget for this Task: \$4,000

TASK 6: CIRCULATE DRAFT BIKEWAY MASTER PLAN AND ENVIRONMENTAL DOCUMENTS FOR PUBLIC

Yuba County will circulate the draft Bikeway Master Plan and the environmental documents for the required 45 day review period. A Planning Commission meeting will be held during the comment period providing the public another opportunity to ask questions and provide verbal comments.

Deliverable: Copy of Notice to Clearinghouse and verification of receipt for circulation, and the minutes from the Planning Commission meeting.

Completion Date: March 2012

Budget for this Task: \$2,500

TASK 7: REVIEW COMMENTS FROM CIRCULATED DOCUMENTS

Yuba County and its consultant will review comments from the circulated documents and make necessary corrections.

Deliverable: Written summary of comments and responses from circulated documents.

Completion Date: May 2012

Budget for this Task: \$5,000

TASK 8: PREPARE FINAL BIKEWAY MASTER PLAN AND FINAL ENVIRONMENTAL DOCUMENTS

Yuba County's consultant will prepare the final Bikeway Master Plan. Yuba County will prepare the final environmental documents to be adopted by the Board of Supervisors. The County will ensure that the final Bikeway Master Plan will be in compliance with California Streets and Highways Code Section 891.2.

Deliverable: Copy of the Draft Final Bikeway Master Plan and environmental documents.

Completion Date: August 2012

Budget for this Task: \$26,000

TASK 9: PRESENT FINAL BIKEWAY MASTER PLAN AND FINAL ENVIRONMENTAL DOCUMENTS TO BOARD OF SUPERVISORS FOR APPROVAL

Yuba County and its consultant will present to the Yuba County Board of Supervisors the final Bikeway Master Plan and the environmental documentation for approval and adoption.

Deliverable: Copy of Board Resolution adopting Bikeway Master Plan Copy of Bikeway Master Plan and Final Environmental Documents.

Completion Date: October 2012

Budget for this Task: \$1,000

TASK 10: CONTINGENCIES

Additional funds have been set aside to pay for any administrative duties, supplemental tasks, or work requested by the County not already included within the above scope of work items.

Deliverable: Reports or documents required for administrative functions.

Completion Date: November 2012

Budget for this Task: \$4,500

TOTAL BUDGET AMOUNT: \$108,000

SACOG Grant = \$95,580

Matching Funds = \$12,420

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

**APPROVE THE MEMORANDUM OF)
UNDERSTANDING (MOU) WITH SACOG)
FOR GRANT FUNDING THROUGH THE)
BICYCLE AND PEDESTRIAN REGIONAL)
FUNDING PROGRAM TO UPDATE THE)
YUBA COUNTY BIKEWAY MASTER PLAN)
AND TO AUTHORIZE THE PUBLIC WORKS)
DIRECTOR TO EXECUTE THE MOU AND)
ANY PERTINENT DOCUMENTS RELATED)
TO ADMINISTRATION OF THE GRANT)**

RESOLUTION NO. _____

WHEREAS, in 1995 Yuba County adopted the Yuba-Sutter Bikeway Master Plan; and

WHEREAS, to apply for funding through the Bicycle Transportation Account (BTA) the County is required to adopt a Bicycle Transportation Plan that complies with Streets and Highway Code Section 891.2 and the plan must have been adopted within 5 years of applying for BTA funds. The BTP must also be approved by the Sacramento Area Council of Governments (SACOG); and.

WHEREAS, the County is ineligible to the apply for BTA funds for bicycle projects due to the date the current Bikeway Master Plan was adopted; and

WHEREAS, in 2009 SACOG awarded the County a grant available through the 2010 Bicycle and Pedestrian Regional Funding Program to update the County's Bikeway Master Plan; and

WHEREAS, Public Works has sufficient funds in the Road Fund to cover the local match of 11.5%, estimated at \$12,420.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby approves of the grant MOU with SACOG for the project known as Yuba County Bikeway Master Plan.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Public Works Director to sign any and all documents related to administration of this grant, including but not limited to the MOU, grant amendments, grant

closeout documents, and invoices, provided the necessary County Counsel approvals are obtained.

PASSED AND ADOPTED this _____ day of _____
2011, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

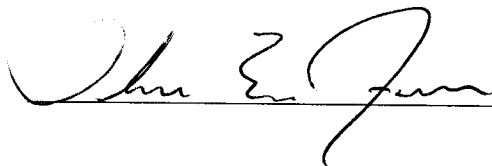
ABSTAIN:

Chairman

ATTEST:

Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:
ANGIL MORRIS-JONES
COUNTY COUNSEL





COUNTY
DEPARTMENTS

January 18, 2011

Jennifer Hargrove
SACOG
1415 L Street, Suite 300
Sacramento, CA 95814

Sent via email: jhargrove@sacog.org and by first class mail

RE: Growth allocation assumptions for the Preferred MTP Scenario – Yuba County

Dear Ms. Hargrove:

Thank you for the opportunity to review the 2035 MTP update growth assumptions SACOG has prepared for Yuba County. With the exception of correcting some mathematical errors, our comments pertain only to the growth assumptions for the “**Unincorporated**” areas of Yuba County. Please take into consideration the following changes to the table that was included in your letter dated December 9, 2010 (the table is dated December 16, 2010):

1. The table had several mathematical errors in the totals for Marysville and Wheatland. For example the number of employees and housing units under the holding capacity for Marysville should total 800 (600 + 200) assuming that the data listed in the subcategories is correct. Mathematical corrections are highlighted in yellow on the attached table (Yuba County Requested Changes...).
2. The Yuba Highlands project (located under “**Communities with No Growth Assumed in Scenario 3**”) should be deleted. This project was turned down by a vote of the people in 2008. Current plans for the Yuba Highlands area in our Draft General Plan are to convert significant portions of Yuba Highlands and the River Highlands Community Plan to a “Natural Resource” designation. In addition, the property owner is working with the Trust for Public Lands to place a conservation easement over a significant portion of the Yuba Highlands property and therefore future development potential beyond agriculture and natural resource type uses is very unlikely.
3. Both Bear River Specific Plan and Country Club Estates Specific Plan (located under “**Communities with No Growth Assumed in Scenario 3**”) are not separate specific plans but amendments to the Plumas Lake Specific Plan. Therefore, Bear River and Country Club Estates should be deleted under this category and incorporated into the Plumas Lake Specific Plan totals under “**Developing Communities**.”
4. We request that the “**Holding Capacity Growth (2008-2035)**” column for Yuba County be changed to reflect the County’s growth assumptions from our Draft 2030 General

Plan. The requested changes are shown in orange on the attached table and include the incorporation of the Bear River and Country Club Estates projects into the Plumas Lake Specific Plan.

5. Throughout the County's General Plan update process a few key goals have been established that provide the basis for the goals and policies in the Draft General Plan. These overarching goals include:

- Improving the overall quality of life for our residents;
- Achieving Economic Independence;
- Creating sustainable and vibrant communities;
- Preserving our rural lifestyle; and,
- Protecting our bountiful natural resources.

To assist us in achieving these goals and ensure to the extent possible that the MTP reflects Yuba's goals and policies of our 2030 General Plan we are requesting minor modifications to the allocations given to the various community types in the "**MTP Draft Scenario 3 Growth (2008-2035)**" column:

- To ensure the ability for our rural communities to have access to essential services within their communities and to encourage the development of small scale agricultural and home based businesses we recommend allocating 100 employees to this category. This change is consistent with our General Plan Goal CD9 and related policies. We also believe this change will not only assist in economic independence for these communities but will assist Yuba County in lowering vehicle miles traveled and green house gas emissions.
- Increase the number of employees in the Highway 65 Employment area to 1,800. This change will also assist the County in furthering our goals of economic independence and a better jobs/housing balance. The Yuba County Board of Supervisors has on a number of occasions identified Highway 65 as a major focus area for employment opportunities. In addition the Board has directed staff to include policies in the 2030 General Plan that foster and encourage employment in the Highway 65 Employment area.
- Through our General Plan update analyses on growth capacity we believe the amount of housing units allocated to established communities is higher than can be reasonably obtained between now and 2035. We request that 500 units be re-allocated to the Plumas Lake Specific Plan. Based on the amount of existing development and infrastructure that is currently in place, Plumas Lake is likely going to be one of the first areas to see increased residential development as the housing market improves.

It is our understanding that the total employee and housing unit allocations for Yuba County cannot be increased from 10,000 and 8,000 respectively. Therefore, in order to make the above requested changes we have had to reduce allocations in other community type categories. These changes are shown in purple on the attached table.

If changes can be made to the total allocations, we request that additional units be allocated to unincorporated Yuba County consistent with the regional percentages that were adopted by SACOG for the 2013 Regional Housing Needs. Scenario 3 currently allocates about 2.6 percent of the regional residential growth to Yuba County (8,000 new units between 2008 and 2035). However, the 2013 Regional Housing Needs allocated approximately 5 percent of the residential growth to Yuba County for a total of 6,636 new units between 2006 and 2013.

6. The last column "**Capacity Beyond Scenario 3**" on the attached table has been modified to reflect changes requested above.
7. SACOG's growth assumptions table and MTP scenarios do not seem to address Beale Air Force Base. Beale is an important contributor to the local economy. We anticipate that future missions at the Base will result in additional military and civilian employees as well as increased demand for housing in both Yuba County and surrounding jurisdictions.
8. We also want to ensure that the MTP update takes into consideration near term infrastructure projects such as but not limited to:
 - Feather River Boulevard Interchange
 - Erle Road Interchange
 - Yuba River Parkway (Phase 1)

There are also several regional projects such as bridge improvements between Yuba and Sutter counties and the Wheatland Bypass that are important to our economic viability and goods movement.

If you have any questions, please contact Community Development & Services Agency staff, Kevin Mallen or Wendy Hartman at (530) 749-5430.

Sincerely,

Roger Abe
Chairman of the Board

Attachment

Table 1: Yuba County Requested Changes to the 2035 MTP Scenario 3 Growth Allocations

YUBA COUNTY REQUESTED CHANGES to the 2035 MTP SCENARIO 3 GROWTH ALLOCATIONS

	Existing Conditions 2008		Holding Capacity Growth* (2008-2035)		MTP Draft Scenario 3 Growth (2008-2035)		Capacity Beyond Scenario 3 (Holding Capacity Growth - Scenario 3 Growth)	
	Employees	Housing Units	Employees	Housing Units	Employees	Housing Units	Employees	Housing Units
Marysville								
Corridor/Center Communities	4800	600	600	200	500	400	100	*-200
Established Communities	3,500	4,700	200	600	600	0	-400	*600
Marysville - Total	8,300	5,300	*800	*800	1,100	*400	-300	*400
Wheatland								
Corridor/Center Communities	100	100	0	0	0	0	0	0
Established Communities	700	1,200	100	200	400	200	-400	100
Developing Communities								
SOI Area	100	200	No Data	3,000	400	900	No Data	2,100
Wheatland - Total	800	1,500	100	3,200	*800	*1100	*-700	2,100
Unincorporated								
Corridor/Center Communities	1,100	400	^4300	^1200	~900	300	^3400	^900
Established Communities	10,800	10,300	^10000	^3000	~3000	~2000	^7000	^1000
Rural Residential Communities	1,500	4,000	^1100	^3300	~100	100	1,000	3,200
Developing Communities								
East Linda Specific Plan	0	1,800	^2800	^4400	~2800	2,900	^0	^1500
North Arboga Study Area	100	1,000	^500	^1000	0	300	^500	^700
Plumas Lakes Specific Plan	300	2,000	^13600	^15000	1,400	~2400	^12200	^12600
Hwy 65 Employment Area	200	0	^17700	0	~1800	0	^15900	0
Developing Communities Subtotal	600	4,800	^34600	^20400	6,000	~5600	^28600	^14800
Communities with No Growth Assumed in Scenario 3**								
Bear River Specific Plan-	0	0	-No Data-	4,900	0	0	-No Data-	4,900
Country Club Estates Specific Plan-	0	0	-No Data-	1,700	0	0	-No Data-	1,700
Magnolia Specific Plan	0	0	^5000	4,000	0	0	^5000	4,000
Spring Valley Specific Plan	0	0	No Data	3,500	0	0	No Data	3,500
Woodbury	0	0	^12000	5,000	0	0	^12000	5,000
Yuba Highlands-	0	0	-No Data-	5,100	0	0	-No Data-	5,100
Unincorporated - Total	14,100	19,400	^67000	^40400	10,000	8,000	57,000	32,400
Total - Yuba County	23,200	26,100	^67900	^44400	11,900	9,500	^56000	^34900

* Mathematical corrections

^ Changes recommended for consistency with Yuba County 2030 General Plan buildout
~ Recommended changes to growth allocations for MTP

† Revised totals based on changes to holding capacity and MTP growth allocations

The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312

039-11



ROBERT BENDORF
COUNTY ADMINISTRATOR

RANDY MARGO
ASSISTANT COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE
AFFAIRS COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator
RE: Fiscal Year 2011/2012 Budget Workshop
DATE: January 18, 2011

RECOMMENDATION

It is recommended that the Board of Supervisors receive a report from the County Administrator regarding Fiscal Year 2011/2012 budget and provide direction as appropriate.

BACKGROUND

Over the last three fiscal years, multi-million dollar reductions in General Fund revenues along with reductions of or no increases in programmatic funding from state and federal sources have presented difficult challenges for Yuba County.

In the General Fund, we have seen reductions in property tax receipts by several million dollars due to declining home values, reductions in sales tax and public safety sales tax by nearly a million dollars each as well as reductions in general and traffic fines by nearly a half million dollars due to unemployment and the economy.

In the Non-General Fund, we have seen major reductions in state and federal funding for departments that administer state and federal social programs like Health & Human Services and Child Support Services. In order to address the funding reductions, these departments have done an excellent job piecing together resources to maintain service levels where possible while simultaneously reducing workforce and line item expenditures.

DISCUSSION

Yuba County has addressed severe budget shortfalls in the past several years through various policy decisions and by creating operational efficiencies:

- No back-filling of State or Federal program funding from the General Fund. If funding is cut or is not sufficient for programs administered by the County, necessary reductions are made within that department.
- Provide flexibility to department leaders in developing their budgets.
- Employee allocation totals have been reduced to levels prior to Fiscal Year 2000/2001 through attrition or layoffs.
- Use of one-time revenues.
- Reduction in the County fleet.
- Significant reductions in estimated revenues.
- Salary reductions for management and confidential employees.
- Deferral of contractual obligations for represented employee groups while not reducing pay or raising employee benefit contributions.
- Negotiated new labor agreements.
- Eliminated the longevity system for new hires.
- Aggressively pursued grant funds.

- New Board Agenda process to reduce redundancy.
- Health Insurance Audit.
- Re-organization of departments to improve efficiency.

Revenue reductions and the overall state of the economy have produced significant negative impacts, however we continue to focus on enhancing services to the public, improving our organization to meet our strategic priorities of Economic Development, Public Safety and Health, Responsible Growth and Organizational Excellence.

FY 2011/2012 Budget

Facing another year of considerable cost increases as well as revenue reductions, the budget instructions delivered to departments in a few days are recommended to contain further general fund appropriation reductions due to an estimated \$4.1 million shortfall. A majority of the general fund deficit is projected to be resolved by using a smaller amount of one-time resources than the current fiscal year as well as having departments absorb cost increases attributed to salaries and benefits. This will most likely result in layoffs for most general fund departments. Non-General Fund departments may also be confronted with layoffs due to cost increases and reductions in state and federal revenues.

It is important that the County move forward with its fiscal year budget for 2011/2012 through a combination of the aforementioned, and consideration of engagement of our represented and unrepresented workforce to discuss reductions in salaries and/or benefits as a potential solution. While this may raise concern for our employees, rates for health benefits and retirement continue to rise at alarming levels and the increases are unsustainable.

There has not been a reduction in pay or benefits for employees over the last two years with the exception of the following:

- 5% reduction in base pay for management and confidential employees for FY 2010/2011.
- Elimination of an employee's ability to transfer vacation hours to deferred compensation (which requires a vacation payout transfer to move the funds associated with the hours to the deferred compensation program) for FY 2010/11.
- Deferral of the 7% employer paid member contribution to PERS for FY 2009/2010 for miscellaneous employees and deferral of 3% salary increase for sworn employees in the same year (not a reduction in benefits, but a deferral only).
- In FY 2010/2011, based on negotiations with represented employees, elimination of the 7% employer paid member contribution benefit that would have gone into effect (employee still pays their share) for miscellaneous employees and elimination of two 3% salary increases for sworn personnel (3% in FY 2009/2010 and FY 2010/2011).

FY 2011/2012 Budget Direction

In an effort to provide departments adequate time to complete their budgets and assess related impacts, the County Administrator's Office has issued or plan on issuing the following items and directives:

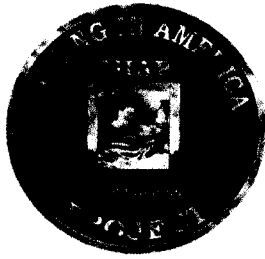
- Completed budget calendar for FY 2011/2012.
- Prepared and delivered budget forecast for FY 2011/12 to department heads in December 2010.
- Prepared FY 2011/2012 budget assessment for the Board of Supervisors.
- Preparing budget instructions for an earlier release to departments.
- Asking departments to prepare one budget scenario.

The significant components of the FY 2011/2012 budget is straightforward and departments will be asked to:

- Assume no increase in the General Fund appropriation for their department.
- Be asked to absorb projected cost increases for both General Fund and Non-General Fund departments.

- Some departments may be asked to decrease their General Fund appropriation further should circumstances dictate and the deficit cannot be overcome. This would occur during follow-up discussions after preliminary budgets are submitted to the County Administrator's Office for review.

Based on initial budget directives, a deficit, albeit smaller will exist. Finance staff will continue to work together to determine additional solutions but it is likely that additional reductions will need to occur.

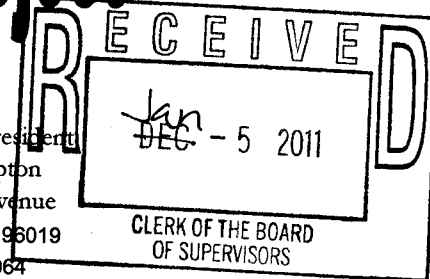


Missing In America Project

www.miap.us

National Executive Director
Fred Salanti
2874 Sandalwood Street
Redding, CA 96001
(530) 229-9000

National Vice President
Bruce Compton
2945 Sioux Avenue
Redding, CA 96019
(530) 275-6964



December 27, 2010

CA County Board of Supervisors,

Since 1889, the California Legislature has supported the designation of a military veteran to be responsible for the disposition of the remains of indigent veterans or their widows. Accordingly, the Legislature established a procedure whereby the local county board of supervisors could designate a recipient for the purpose of proper remains disposition. The new code establishes procedures whereby all (not just indigent) unclaimed remains of veterans' and their dependents could be identified and designated to a Veterans' Remains Organization (VRO) for proper burial.

As of August 27, 2010 the California Military and Veterans code has been updated to ensure that all County Boards of Supervisors are encouraged to fill the job position and to provide names of cremains in their County to a Veterans Remains Organization (VRO). In the nation at this time there is only one VRO and that is the Missing in America Veterans Recovery Program (MIAP). MIAP wishes that as each county complies with the new changes that you are aware of the details of the job and that any/all appointees will need to be aware of the complete requirements to successfully complete their appointment. We are willing to answer any questions/concerns or potentially address your board upon request.

Please read the attached documents for more information:

1. CA County BOS
2. AB 1644 History sheet
3. Military & Veterans Code with AB 1644 updates included
4. BOS Agenda Draft
5. MIAP Flyer
6. IRS Ruling for MIAP
7. CALTRANS MIAP Encroachment permit for 2011

Fred "Ducpho" Salanti
Missing in America Project
Executive Director
Website: www.miap.us
Email: ducpho@miap.us
Phone: 530-229-9000

cc: Veterans Services/rf

JAN 18 2011

BOS CORRESPONDENCE

CA County Board of Supervisors

New Changes to CA Veterans & Military Code & impact to all California Counties

Since 1889, the Legislature has supported the designation of a military veteran to be responsible for the disposition of the remains of indigent veterans or their widows. Accordingly, the Legislature established a procedure whereby the local county board of supervisors could designate a recipient for the purpose of proper remains disposition.

The new code establishes procedures whereby all (not just indigent) unclaimed remains of veterans and veterans' dependents could be identified and designated to a **veterans' remains organization** (VRO) for proper burial.

- County Veterans Advocate position as stated since 1889 is given new duties in regards to unclaimed veterans. (Ensure appointment is in place or request new appointee).

Appointee must:

1. Verify veteran or dependent status for all unclaimed remains with the County Coroner (submit eligibility paperwork to National Cemetery Scheduling & Verification Office (NCSEO))
2. Verify that a Veterans Remains Organization (VRO) is valid in every County and respond such to all requests from requesting individuals.(i.e. Funeral Homes, cemetery authorities, government agencies) as specified in the new code. This verifies that the personnel asking for the State/VA required information in each County has the authority to receive the information and take possession of remains as may be required for funeral escort and burial purposes.)
3. Authorize read only access to County Vital Statistics Death Certificate database and authority to contact VA Regional Benefits 800 number as county representative to obtain verification of veteran/dependent status and other relevant files to unclaimed veteran/dependent status as outlined in the new Veterans & Military Code.
4. Investigate and validate to the Clerk of the Board of Supervisors the indigent/unclaimed veteran status and validity of claims for payment of the \$300.00 State Funds to a family, funeral home or cemetery.
5. Validate dependent eligibility for free burial in State or VA Cemetery and eligibility for waiver of \$500.00 spouse or dependent fee in CA State VA cemeteries.
6. Complete burial and headstone details and sign for interment details at State or VA Cemetery.

COMPLETE BILL HISTORY

BILL NUMBER : A.B. No. 1644

AUTHOR : Nielsen

TOPIC : Veterans' remains.

TYPE OF BILL :

Inactive

Non-Urgency

Non-Appropriations

Majority Vote Required

Non-State-Mandated Local Program

Non-Fiscal

Non-Tax Levy

BILL HISTORY

2010

Aug. 27 Chaptered by Secretary of State - Chapter 189, Statutes of 2010.

Aug. 27 Approved by the Governor.

Aug. 16 Enrolled and to the Governor at 4:55 p.m.

Aug. 9 Senate amendments concurred in. To enrollment. (Ayes 78. Noes 0. Page 6089.)

Aug. 5 In Assembly. Concurrence in Senate amendments pending. May be considered on or after August 7 pursuant to Assembly Rule 77.

Aug. 5 Read third time, passed, and to Assembly. (Ayes 33. Noes 0. Page 4371.)

MILITARY AND VETERANS CODE

SECTION 940-950

940. As used in this article, unless the context otherwise indicates, "veteran" means a person honorably discharged from the armed forces of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts ("Old Scouts"), and the Special Philippine Scouts ("New Scouts").

940.5. As used in this article, the terms "burial" and "interment" include cremation, except that the election of the form of interment as between burial and cremation shall be made pursuant to the first paragraph of Section 7100 of the Health and Safety Code.

941. This article shall not apply to soldiers, sailors, or marines who die in the national or State soldiers' homes in this State.

942. The board of supervisors of each county shall designate an honorably discharged soldier, sailor or marine in the county who has served in or with the army or navy of the United States and who shall cause to be decently interred the body of any veteran or widow of a veteran who dies in the county without having sufficient means to defray the expenses of burial, other than moneys paid or due and payable by the United States, pursuant to the World War adjusted compensation act.

943. Such burial shall not be made in any cemetery or burial ground, or any portion thereof, used exclusively for the burial of the pauper dead.

944. In the event a deceased veteran or a widow of a veteran has been interred other than by the person designated by the board of supervisors, the person so designated may pay the sum of two hundred fifty dollars (\$250) toward the burial expenses of the person who would have been entitled to interment by the person designated by the supervisors.

945. The expenses to the county of each burial or contribution shall not exceed the sum of two hundred fifty dollars (\$250). Claims therefor are governed by Part 3 (commencing with Section 900) and Part 4 (commencing with Section 940) of Division 3.6 of Title 1 of the Government Code.

946. Such claims shall be paid by the county in which the veteran or widow dies. If the decedent was a resident of any other county than the one paying the claim, the county of the decedent's residence shall refund the money advanced by the county where such person died. Such claims shall be audited and paid by the county as other accounts.

947. The person appointed under section 942, before he assumes the charge and expenses of any burial, shall first satisfy himself by a careful inquiry into and examination of all the circumstances in the case that the family of the decedent, if any, residing in the county, is unable for want of means to defray the expenses of the burial. If he finds such inability he shall cause the decedent to be buried

as provided in this article. He shall immediately report his action to the clerk of the board of supervisors of the county, stating all the facts and that he found the family of the decedent in indigent circumstances and unable to pay the expenses of the burial. He shall also report the name, rank, and command of the veteran, the date of death, place of burial, occupation, and an itemized statement of the expenses of such burial.

948. The clerk of the board of supervisors, upon receiving the report and statement of expenses, shall transcribe in a book kept for that purpose all the facts contained in the report respecting such decedent. The clerk, upon the burial of any honorably discharged soldier, sailor, or marine, shall make application to the proper authorities of the United States, for a suitable headstone, as provided by act of Congress, and cause the same to be placed at the head of the grave of such soldier, sailor, or marine. The expenses shall not exceed ten dollars (\$10) for cartage and properly setting each stone.

949. The board of supervisors shall perpetually maintain the grave of any such honorably discharged soldier, sailor, or marine. The expenses thus incurred shall be audited and paid as provided in

section 946 for burial expenses.

950. The person appointed under section 942 shall receive no compensation for any duties he may perform in compliance with this article.

Veterans Remains Organization

(As defined in Veterans & Military Code, section 951)

“Veteran Remains Organization” (VRO) is defined to mean any entity recognized by the Veterans Administration and the National Personnel Records Center as an organization authorized to verify and inter unclaimed cremated remains of American veterans.

=====

New CA State Laws mention a new organization and define a currently approved but not utilized volunteer position within each county:

“The board of supervisors of each county shall designate a veteran of the United States military or a member of a Veterans’ Remains Organization as defined in Section 951, and who shall cause to be decently interred the body of any veteran or dependent of a veteran to include the spouse or the eligible dependent of a veteran as defined by the United States Department of Veterans Affairs for compensation purposes, and the unmarried surviving spouse of a veteran. This section shall apply to all indigent, abandoned, or unclaimed veterans and dependents of veterans, including those deceased veterans and dependents of veterans without having sufficient means to defray the expenses of burial, other than moneys paid or due and payable by the United States, pursuant to the World War adjusted compensation act.”

So what is a VRO?

Well right now it means the Missing in America Project is the only group that can meet the qualifications and requirements as defined. All other groups that can meet the criteria are welcomed and encouraged to do so.

Veterans remains Organizations must adhere to the following criteria:

Maintain Liability Insurance coverage and provide the policy to each County appointed representative every year upon renewal.

Maintain training documents for courses on Privacy Act and Liability issues and keep release statements as well as safety training attendance items.

A Privacy Act and Liability release document from the VRO will be presented to every visited cemetery or crematory authority and funeral home listing the authorized VRO members to be working. This can be verified with the County appointed representative.

Conduct all research to verify that all information obtained from funeral homes or other organizations on unclaimed remains is thoroughly checked with the Veterans Administration, National Personnel Records Center, County Veterans Service Officer, County Health Department Death Certificates, DOD databases, Social Security Death Index records and genealogy databases.

Cemetery, cemetery authorities and funeral home may at their discretion have the veteran's remains be delivered by hearse, U.S. Postal Service certified mail or released to a Veterans Remains Organization after a memorial service is scheduled and confirmed at a State or VA National Cemetery.

Issue an ID card to identify authorized individuals. Provide names and ID card number of authorized personnel to the appointed County official.

Escort personnel who accompany the funeral procession or take charge of veterans must have current training course completed with motorcycle license endorsement, current insurance and registration. Those attending local Police training have a background check and all documents on file with that police agency annually.

Produce safety equipment and standard reflective vests, lights and banners to identify escort personnel

Ensure that all riders and safety equipment is equivalent to Department of Defense standards and requirements. This includes boots, gloves, and motorcycle endorsements, insurance.

Instituted a format to notify law enforcement agencies on every escort complete with maps and directions.

Will adapt and comply with any and all requests from the County representative and law enforcement or their appointed representatives.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

SUBJECT		BOARD MEETING DATE	AGENDA NUMBER
Veteran Remains Officer Designation		September 21, 2010	
DEPARTMENT	Veterans Services	Supervisory District No.	
DEPARTMENT CONTACT	<u>Name</u> Veterans Service Officer	<u>Title</u> Veterans Service Officer	<u>Phone Number</u> 530-225-5846
4/5 Vote Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	General Fund Impact? <input type="checkbox"/> No General Fund Impact with the Recommended Action <input type="checkbox"/> No Additional General Fund Impact from the Recommended Action <input checked="" type="checkbox"/> General Fund Impact from the Recommended Action		

RECOMMENDATION:

It is recommended that the Board of Supervisors: 1) receive an AB 1644 update and (Your County) Veterans Remains Officer recommendation, and 2) designate Mr. (YOUR DESIGNEE) as (YOUR) County Veterans Remains Officer.

HISTORY

Since 1889, the California State Legislature has supported the designation of a military veteran to be responsible for the disposition of the remains of indigent veterans and/or their widows. Existing legislation established a procedure whereby each county board of supervisors could designate a recipient for the proper disposition of remains. Due to inattention, financial limitations, or other reasons, many veterans' remains' languished on warehouse shelves, fireplace mantles, or in storage units without appropriate tribute or final farewell. The Missing In America Project (MIAP) was conceived in November, 2006 for the purpose of identifying neglected remains of our veterans and arranging for an appropriate final disposition. To date, this organization has orchestrated fitting interment for 932 veterans from all 50 states.

SUMMARY AND DISCUSSION:

AB 1644, signed into law by Governor Schwarzenegger on August 27, 2010, changes the California Military and Veterans Code, sections 940-950, and formalizes the requirement for a Veterans Remains Organization (VRO) to be designated by each county board of supervisors. This bill will allow prescribed entities in possession of the cremated remains of a veteran, upon the request of a VRO, to release specified information and remains to the VRO for the purposes of interment if certain conditions are met. The bill requires the VRO take all reasonable steps to inter remains received. The bill exempts from civil liability, except for willful or wanton misconduct, an entity that releases information or remains after meeting the specified conditions and exempt from negligence a VRO that receives and inters remains if the VRO does not know or have reason to know that the remains were not released in compliance with the above conditions. The bill requires each county board of supervisors to designate an honorably discharged veteran of the United States military or a member of a veteran's remains organization, who shall cause to be decently interred the body of any veteran or spouse or eligible dependent of a veteran as defined by the United States Department of Veterans Affairs for compensation purposes who dies in the county. The bill encourages each board of supervisors to designate personnel from a veteran's remains organization for that purpose. Section 3, 950 specifies that the Shasta County Veterans Remains Officer (SVRO) will receive no compensation for any duties he may perform in compliance with this article. The bill requires specified entities to verify and inter unclaimed cremated remains of veterans in accordance with specified laws.

Per Veterans & Military Code, section 951, a Veterans Remains Organization (VRO) is defined to mean any entity recognized by the Veterans Administration and the National Personnel Records Center, National Cemetery Scheduling and Eligibility Office (NCSEO), as an organization authorized to verify and inter unclaimed cremated remains of American veterans, including a member or employee of that entity. The Missing In America Project (MIAP) is the only VRO which meets the guidelines and qualifications established by this code and by the Section 3, 951 (b). Appointment of a member of MIAP to act as the Shasta County Veterans Remains Officer (SVRO), would satisfy the requirements of the new law. The Shasta County Veterans Service Officer (CVSO) has evaluated, screened and vetted Shasta County VRO candidates. It is recommended that Mr. Robert Proietti be designated by the Board of Supervisors as the SVRO due to his qualifications and meeting the requirements of the position.

ALTERNATIVES:

Eligibility for YOUR County Veterans Remains Officer selection is established by the code; however, variations in selection procedures might be considered. Selection of a candidate may be determined by committee or consensus of a reviewing team; however the final determination and appointment is reserved for the Board of Supervisors.

OTHER AGENCY INVOLVEMENT:

The (YOUR) County Veterans Service Officer (CVSO) will be instrumental in selection and oversight of the YOUR County Veterans Remains Officer (SVRO). The YOUR County Health and Human Services Agency (HSSA) may be requested to furnish Vital Statistics information to the SVRO. The YOUR County Coroner's Office must ascertain that individuals scheduled for burial or interment in a pauper's cemetery are not veterans. The Coroner will verify with the VRO the veteran status of all unclaimed remains. In the event of a relocation of remains of a veteran who was improperly interred in another county, that county is obligated to reimburse YOUR County up to \$300.00 for proper interment. The Office of the YOUR County Auditor/Controller may be requested to facilitate reimbursement to YOUR County for transportation and interment expenses. The CAO has reviewed the information and concurs with this recommendation.

FINANCING:

The Veterans Service Office may incur a temporary expense for interment of veteran's remains' from other counties; however this amount is to be reimbursed by the responsible county.

Robert W. Dunlap Jr.
Veterans Service Officer



FUNERAL ESCORT SERVICE

CALTRANS Encroachment Permit

No: 0210-NTK-0518 (12/31/11)

Redding City Ordinance No. 2414

Chapter 11.48.010

It is the purpose of these permits to use the power conferred to State & Local agencies by Section 21100 (e) of the California Vehicle Code to authorize the appointment of persons other than traffic officers to direct traffic in such prescribed situations and locations as may require traffic direction for orderly flow.

The Missing in America Project

is currently the only authorized group to conduct funeral escorts with permits Statewide and approved by the Redding Chief of Police. A non-profit 501 (c) (3) veterans organization MLAP is insured and offers FREE escorts to veterans families.

Other escorts are available: 530-229-9000 (Fred)

Missing in America Project (MIAP)

Funeral Escort Services

There is a reason MIAP is conducting funeral escort services. Communities utilize trained community aides and/or licensed funeral escort services, instead of police officers, for funeral escort duty. This frees up officers to do regular police work. Funerals for our fallen heroes, those killed in action, normally garner a police escort. Our veterans and those veterans discovered by MIAP do not.

MIAP has, as its approved activities, the ability to provide a funeral escort service in every state, where allowed. This means that MIAP will relieve/replace the local law enforcement agency, other than their over-sight, on funeral escorts for veterans. MIAP has in place liability insurance and is an IRS approved 501 (c) (3) registered nonprofit corporation. As you are aware, under our non-profit status, as approved by the IRS, we will provide funeral escort services to veterans at no charge.

The following is the criteria for MIAP to conduct a funeral escort service:

- The family/funeral home/chaplain may request an escort.
- For MIAP identified cremains; Authorized MIAP volunteers will coordinate with the funeral home, mortuary or wherever the cremains were located and the appropriate Veterans Administration National Cemetery to arrange for proper burial.
- MIAP Escort certified riders can be members of other groups and still be eligible for all escorts. MIAP will assume the responsibility for the safety and legality of the funeral escort through stop signs, red lights, controlled intersections and assist in route selection. It is MIAP's responsibility, as the funeral escort service, to file the proper paperwork with CALTRANS and the police agencies in which the procession will cross through.

MIAP has developed an SOP regarding escorts. Encompassed within it will be a two-hour training course that every escort rider must participate in. MIAP will issue a certificate to Escort riders upon completion of the course. We will meet and coordinate with all local police agencies to meet their requirements and state/city ordinances. This is necessary for a multitude of reasons - namely, safety of the riders in the escort, insurance purposes and to alleviate any concerns the local police department may have. We also want a standardized escort and want our riders to be as professional as possible. This reflects on MIAP as well as the hero being escorted. A list of approved funeral escort service members will be posted on the MIAP website.

Funeral Escort Ride Capt.: Mark Boehle cell: 530-351-1337

Fred "Ducpho" Salanti
Executive Director
Missing in America Project

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

In compliance with (Check one):

- ☒ Your application of **September 1, 2010**
- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____

TO:

Missing in America Veterans Recovery Program
2874 Sandalwood Street
Redding, CA 96001

Attention: Frederick R. Salanti
Phone: 530-229-9000

Permit No.
0210-NTK-0518

Dist/Co/Rte/PM
VAR-VAR-VAR-VAR

Date
October 7, 2010

Fee Paid
\$ EXEMPT

Deposit
\$

Performance Bond Amount (1)
\$

Payment Bond Amount (2)
\$

Bond Company

Bond Number (1)

Bond Number (2)

Customer Reference No.

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Perform, maintain and enforce temporary traffic control as funeral escorts for Veteran Remains Organization funeral processions, between various post miles on various State Routes in various Counties, Statewide.

PERMITTEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.

GENERAL SPECIFICATIONS:

NOTIFY STATE'S REPRESENTATIVE: At least five working days before starting any work under this permit, the permittee shall notify the appropriate District Encroachment Permit Office from the list below, which will arrange for inspection and approval of the work covered by this permit. Additional time and requirements may be necessary for funeral processions estimated to be 10 or more vehicles.

(Continued)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):

- ☒ Yes ☐ No General Provisions
- ☐ Yes ☒ No Utility Maintenance Provisions
- ☒ Yes ☐ No Special Provisions **Permit Closure Schedule, T10**
- ☐ Yes ☒ No A Cal-OSHA permit, if required: Permit No. _____
- ☐ Yes ☒ No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- ☐ Yes ☒ No Storm Water Special Provisions

In addition to fee, the permittee will be billed actual costs for:

- ☐ Yes ☒ No Review
- ☐ Yes ☒ No Inspection
- ☒ Yes ☐ No Field Work

(If any Caltrans effort expended)

☐ Yes ☒ No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.

This permit is void unless the work is completed before **December 31, 2011**.

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

- 1 - Permittee
1 - Kubisch, Compomizzo, Chaffin
1 - Each listed District Contact
1 - HQ Permits

APPROVED:

JOHN BULINSKI, District Director, District 2

BY:

DB

STACEY BARNES, District Permit Engineer, District 2

ADA Notice
FM 91 1436

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 653-3657 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: May 22, 2007

MISSING IN AMERICA VETERANS
RECOVERY PROGRAM C/O
MIAP 607 NE D ST GRANTS
PASS, OR 97526

Employer Identification Number:
20-8408832
DLN:
17053075017047
Contact Person:
RONALD D BELL ID# 31185
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31 Public
Charity Status:
170 (b) (1) (A) (vi)
Form 990 Required:
Yes Effective Date of
Exemption:
February 12, 20 07
Contribution Deductibility:
Yes Advance Ruling Ending
Date:
December 31, 2011

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

MISSING IN AMERICA VETERANS

Sincerely,

A handwritten signature in black ink, appearing to read "R. Choi", with a stylized flourish at the end.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension



VETERAN RECOVERY PROGRAM

Missing In America Project

It's The Right Thing To Do.

You served your country through a war, or through peacetime. You expected to receive a military burial, recognition by our government of your commitment to our great country. You expected to have honor and respect paid to you as a result of your service to our great country. Instead, you reside on a shelf in a mortuary or a storage facility at a crematorium.



The mission of the MIAP is to locate, identify and inter the unclaimed cremains of veterans through the joint efforts of private, state and federal organizations. These forgotten veterans have served our country and, as such, deserve to be buried with honor and respect. The impetus for our fine program began in November 2006. The Idaho State Veterans cemetery interred 21 cremains of forgotten veterans, with full military honors and the dignity these fallen heroes so richly deserved. Recently, a state hospital announced that 3500 cremains were on shelves to be identified. On the shelf were cremains for the time span of the 1890's to 1971. It is estimated 1,000 of these cremains are veterans. This is happening in every state.

This project has just begun. We need to blanket every mortuary and cemetery in the United States and let them know there are people who desire to claim our veterans. We need to let them know it is our desire to see they are interred with the honor and respect they deserve. They served our great nation. It is now our great nation's turn to serve them.

The veterans languishing on shelves need us. They need America to step forward and ensure they are buried with honor. They need America to show their thanks for their service. Without them, we would not have the freedoms we enjoy today.

MISSING IN AMERICA PROJECT

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MIAP

Missing in America

Emotions surround me on this day of despair
At the Veterans memorial, sorrow wafts in the air
We honor five soldiers and lay them to rest
The armed forces tribute for America's best.

Their comrades escort them to this hallowed place
A disciplined march, in synchronized pace.
Seven Honor Guard set, arms shouldered to fire
Three shots will ring out, all meant to inspire

Each volley thunders as it moves through my soul
The flood in my eyes, I no longer control.
Softly, the bugle mourns one final song
Taps for these men, their day is now done.

As I hold my flag high, to honor these men
My heart starts to ache for what gathered us in.
The journey each took to this final place
Is unbearably sad and should cause us disgrace.

Missing in Action, we all know this phrase
A price our men pay for defending our ways.
But missing at home, these men should not bear
Being left on a shelf with no one to care.

Their families are absent, they don't know we're here
They've left these men stranded, year after year.
On funeral home shelves, their fate left unknown
So our mission won't end, till all are brought home

We'll honor their service and life since the war
And place them with God to rest evermore.
Old Glory is folded and placed at their side
We'll remember forever, Americas Pride

Missing in America, a project held dear
Will find all these men and see them brought here
They defended this Nation with courage and grit
We owe it to them to never forget

Don Blair