

BOARD OF SUPERVISORS

AGENDA

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



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

NOVEMBER 15, 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. Approve lease amendment with Yuba County Office of Education for additional space at the One Stop facility and authorize the Chair to execute same. (492-11)
 - B. Auditor-Controller
 1. Adopt Resolution adopting Final Budget for Fiscal Year 2011-2012. (493-11)
 - C. Board of Supervisors
 1. Appoint Joe Danna for a two-year term to Reclamation District 784 Board of Trustees. (494-11)
 - D. Community Development and Services
 1. Adopt resolution to approve agreement with the State of California Office of Traffic Safety for the installation of radar signs at school boundaries and to authorize the Public Works Director to administer the grant and to execute the agreement. (495-11)
 2. Adopt resolution authorizing Yuba County Community Development and Services Agency Director or his designee to complete purchase of single family residence APN 008-272-008 as part of the Neighborhood Stabilization program and execute all documents needed for completion of purchase, rehabilitation, and resale. (496-11)
 3. Approve reconveying Lots A and B in Plumas Ranch Village 5, and Lot D in Woodside Village Unit 1 to developer Cresleigh Homes Corporation, abandonment of landscape easement over same, and authorize the Chair to execute Quitclaim deed(s) transferring any ownership rights to Cresleigh. (Land Use and Public Works Committee recommends approval) (497-11)
 - E. County Administrator
 1. Adopt resolution authorizing the Director of Emergency Services to execute and submit an application for the Fiscal Year 2011 Emergency Management Performance Grant and execute documents as needed to obtain and administer grant funding. (498-11)
 2. Approve amendment to the Public Defender Services contract with Benjamin Wirtschafter and authorize the Chair to execute same. (499-11)
 3. Approve extending employment for Richard Arrow, Assistant Auditor-Controller through December 31, 2011 for the purpose of coordination of the FY 2010-2011 audit. (500-11)

F. Health and Human Services

1. Approve memorandum of understanding with Sutter-Yuba Mental Health for CalWORKS participants and authorize the Chair to execute same. (Human Services Committee recommends approval) (501-11)

G. Library

1. Adopt resolution increasing the revolving cash fund for the Yuba County Library from twenty five dollars to two-hundred dollars. (502-11)

H. Probation

1. Adopt resolution authorizing the Chief Probation Officer of Yuba County to enter into memorandum of understanding with Sutter-Yuba Mental Health for mental health services for out of county residents housed at the Maxine Singer Youth Guidance Center, and approve renewal of the current Memorandum of Understanding and authorize the Chair to execute same. (503-11)

I. Sheriff-Coroner

1. Authorize Budget Transfer in the amount of \$51,369 from Account No. 108-0000-371-98-99 (Miscellaneous Revenue) to various accounts for operating expenses and equipment for Fiscal Year 2011-12 SAFE Team, Region III Program. (504-11)

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

V. **COUNTY DEPARTMENTS**

A. Community Development and Services

1. Adopt resolution approving acquisition of real property APN 014-010-016 (Williams) for drainage improvements, authorizing the execution of documents subject to review and approval of Counsel by Public Works Director; approve purchase and sale agreement and agriculture lease for same; and authorize Budget Transfer in the amount of \$88,000 for purchase. (Postponed from November 1, 2011) (Ten minute estimate) (483-11)

B. County Administrator

1. Approve repayment agreement with City of Marysville related to the State Controller's Audit of Traffic Finds for Fiscal Years 2004-2005 through 2008-2009 and authorize the Chair to execute same. (Ten minute estimate) (505-11)

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

- A. Hold public hearing to review proposed expenditures of California Citizens Option for Public Safety Program (COPS) Funds. (Five minute estimate) (507-11)
- B. Hold public hearing and adopt resolution order of vacation of that portion of Murphy Road lying between Feather River Boulevard and Feather River Set Back Levee. (Land Use and Public Works Committee recommends approval) (Five minute estimate) (508-11)

VII. **CORRESPONDENCE** - (509-11)

- A. Notice from the State of California Fish and Game Commission regarding proposed regulatory action relating to Kellet's Whelk sport and commercial fisheries. Copy provided to Yuba County Fish and Game Advisory Commission.
- B. Letter from Auditor-Controller enclosing independent audit report for Dobbins Oregon House Fire Protection District for fiscal year ended June 30, 2010.
- C. Notice from Pacific Gas and Electric regarding Initial Study Plan Meeting on Narrows No. 2 Transmission Line Project to be held in Sacramento, Wednesday, November 16, 2011 at 9 a.m. Copy provided to County Administrator and Community Development.
- D. Notice from Delta Stewardship Council advising a Draft Program Environmental Impact Report for the Delta Plan is available for public review and 60 day comment period from November 4, through January 3, 2012.
- E. Letter from Auditor-Controller enclosing independent audit report for First Five Yuba Commission for fiscal year ended June 30, 2010.
- F. Letter from Auditor-Controller enclosing independent audit report for Linda County Water District for fiscal year ended June 30, 2010.
- G. Letter from Galal Kernahan encouraging Board support recognizing November 13th as the states birthday on the Official California Observance Calendar.

VIII. **RECESS**

10:30 A.M. BOARD OF SUPERVISORS WORKSHOP

- A. Receive presentation regarding Yuba County's Solid Waste Franchise Agreement. (No background material) (60 minute estimate) (506-11)

X. **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.**

XI. **CLOSED SESSION: Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.**

- A. Personnel pursuant to Government Code §54957 - Public Appointment/Auditor-Controller

XII. **ADJOURN**

1:00 P.M. YUBA COUNTY DISASTER COUNCIL

3:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

COMMITTEE MEETINGS

8:45 A.M. Law and Justice Committee - (Supervisors Nicoletti and Vasquez - Alternate Supervisor Stocker)

- A. Consider changes to the Master Fee Schedule regarding burglary and robbery alarm systems, Probation and Sheriff's Adult Offender Work Program and Sheriff's Work Alternative Program and Electronic Monitoring - Sheriff's Department (20 minute estimate) (510-11)

Public Facilities Committee - (Supervisors Griego and Vasquez - Alternate Supervisor Nicoletti)

- A. Consider release of bid for demolition of South Annex facility - Administrative Services (Ten minute estimate) (511-11)

Finance and Administration Committee - (Supervisors Abe and Stocker - Alternate Supervisor Vasquez)

- A. Consider resolution authorizing Assessor to execute application for vessel registration information from California Department of Motor Vehicles - Assessor (Ten minute estimate) (512-11)
- B. Consider resolution exempting from property taxation all real property having a base year value and all personal property with a full cash value of \$5,000 or less - Assessor (Fifteen minute estimate) (513-11)

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

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: November 15, 2011
Re: Lease Amendment

Recommendation

Recommend approval of attached lease amendment between County of Yuba and the County Office of Education for changes to our space at the One Stop facility.

Background

The County Veterans Office has moved out of the One Stop building and has been relocated to the Packard Avenue facility.

The Health and Human Services presence in the One Stop has an additional need for more space in the Business Services room, and a greater portion of the Resource Room.

Discussion

This lease amendment to our existing lease signed at the beginning of this year accounts for these changes, and changes the lease to cover 10,052 square feet of rented space at a cost of \$1.42 per square foot.

Committee Action

Due to the routine nature of this action, committee review was bypassed and brought forth directly to the Board.

Fiscal Impact

The net effect of this action is a reduction in rental cost to the County of \$1841 per month, for a new total (effective November 1) of \$14,273.84 per month.

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**AMENDMENT TO GROSS LEASE
BETWEEN YUBA COUNTY OFFICE OF EDUCATION AND THE COUNTY OF
YUBA ON BEHALF OF ITS HEALTH AND HUMAN SERVICES
DEPARTMENT**

This Amendment to Gross Lease Agreement (Amendment) to that certain (Lease) dated January 1, 2011 (Commencement Date) by and between Scotia Holmes Sanchez, the Yuba County Superintendent of Schools, in her official capacity (Landlord), and Roger Abe, Chairman of the Board of Supervisors for the County of Yuba (Tenant), a Political Subdivision of the State of California, is made with reference to the following:

The Yuba County Office of Education Gross Lease between the Yuba County Office of Education and the County of Yuba on behalf of its Health and Human Services Department, for the premises located at 1114 Yuba Street, Marysville, California.

1. Section 1. Lease
2. Section 7. Rent

NOW, THEREFORE, to accomplish the foregoing, the parties hereby amend the Lease as follows:

Section 1. Lease: The portions of a two-story office building located on the Premises shall include areas as revised on Exhibit "A" Amendment Rentable Area Referenced Plan Drawing.

Section 7. Rent: Effective July 1, 2011 through October 31", 2011, the rent of this Lease shall include an additional 1150 square feet of rentable square feet of space for the Business Services office and one third of the rentable space in the Resource Room (See Revised Exhibit A). The revised rentable completed office space shall be 11,348 square feet at a cost of \$1.42 a square foot for a total monthly rental cost of \$16,114.16.

Effective November 1, 2011, the rent (Rent) of this Lease shall exclude the 1296 square feet that is presently occupied by the Yuba County Veteran's Services. The revised rentable completed office space shall be 10,052 square feet at a cost of \$1.42 a square foot for a total monthly rental cost of \$14,273.84. This shall also exclude the single parking space in the gated area.

The remaining terms and condition of the Lease shall remain in full force and effect. Amended sections shall be applied to the Lease accordingly. The effective date of this Amendment shall commence when the Tenant obtains required approval from the County of Yuba Board of Supervisors.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO THE GROSS LEASE AGREEMENT as of the date first written above.

Tenant: _____ Date: _____

Roger Abe
Chairman Board of Supervisors of the County of Yuba,
A Political Subdivision of the State of California

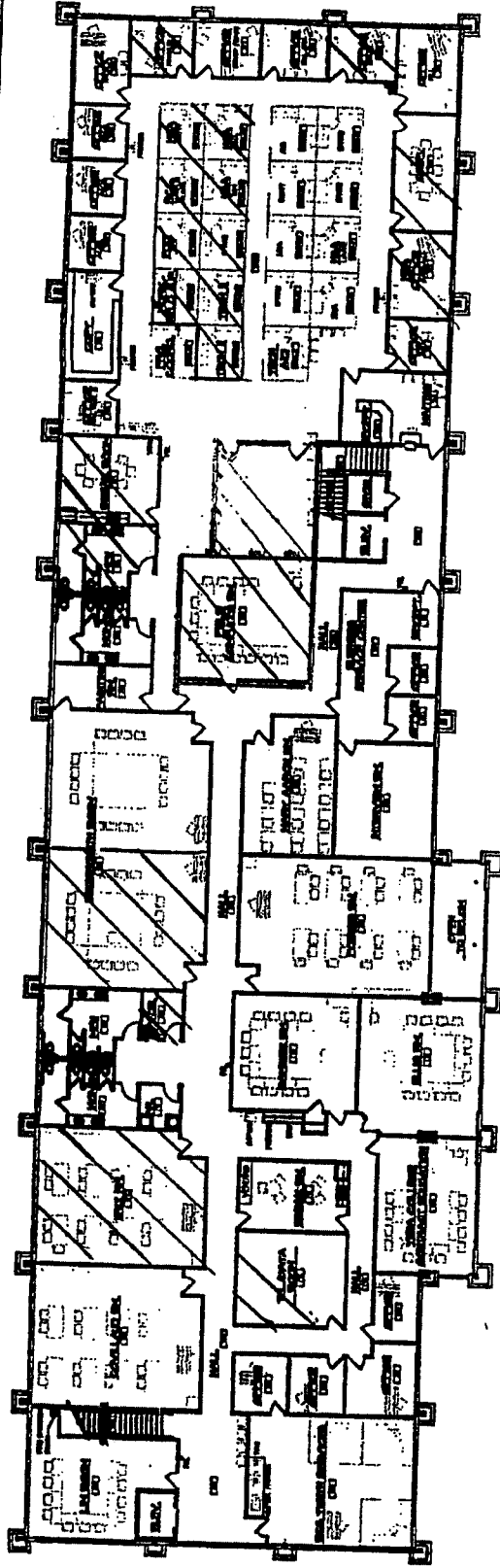
Landlord: Scotia Holmes Sanchez Date: 11/3/11

Dr. Scotia Holmes Sanchez
Superintendent of Schools Yuba
County Board of Education

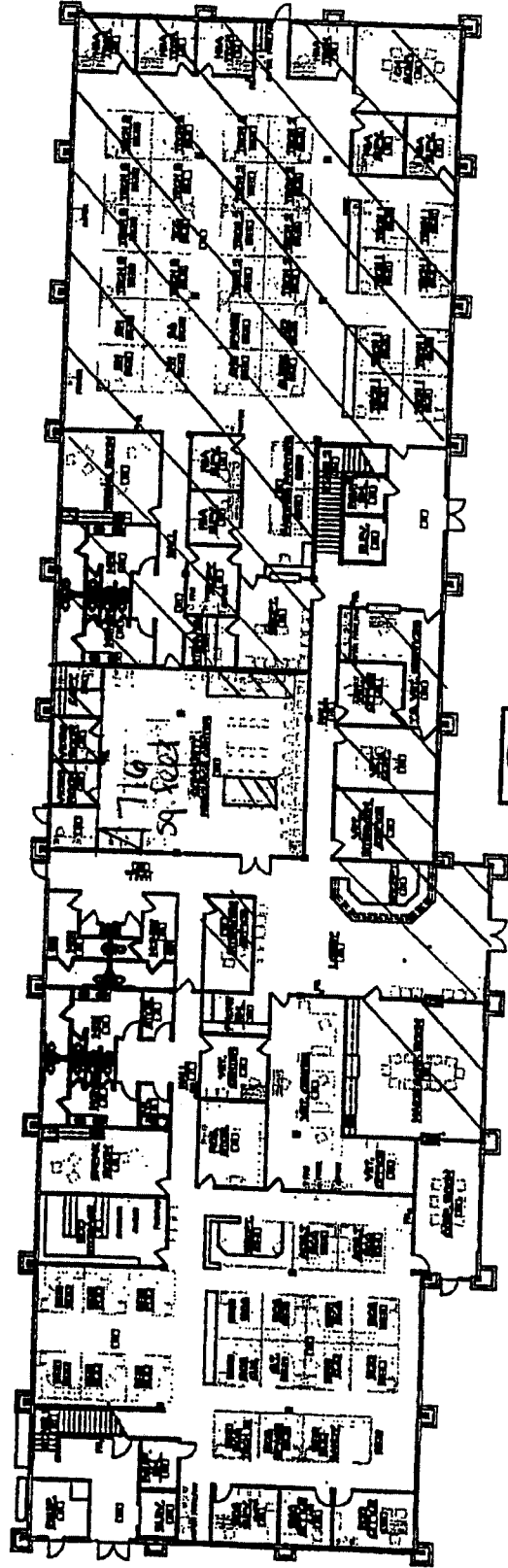
APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: Maria Bryant-Pollard

EXHIBIT "A"

GROSS LEASE BETWEEN YUBA COUNTY OFFICE OF EDUCATION & YUBA COUNTY
RENTABLE AREA REFERENCE PLAN DRAWING



2nd STORY-SPACE PLAN
2,500 sq. ft.



Note: Hatched areas depict HHSA Rentable Area



CENTER FOR BUSINESS AND WORKFORCE DEVELOPMENT
114 YUBA STREET
MARYSVILLE, CA 95901

1st STORY-SPACE PLAN
2,500 sq. ft.

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

**RESOLUTION ADOPTING BUDGET)
FOR FISCAL YEAR 2011-12)**

RESOLUTION NO. _____

WHEREAS, all necessary estimates of revenues, expenditures, interfund transfer, and reserves for the 2011-12 fiscal year were prepared and filed; the proposed budget was adopted and printed; and hearings thereon were noticed and held as required by Chapter 1, Division 3, Title 3 of the Government code (Section 29000 et seq.); and

WHEREAS, this Board has made such revisions of, deductions from, and increases or additions having been proposed in writing and filed with the Board of Supervisors prior to the conclusion of said hearings.

NOW, THEREFORE, IT IS FOUND AND DECLARED that all proceedings required by law have been duly had and regularly taken concerning the adoption of the final budget for the County of Yuba for the fiscal year commencing July 1, 2011.

ACCORDINGLY, IT IS RESOLVED AND ORDERED that the Final Budget of the County of Yuba for the fiscal year 2011-12 be and is hereby adopted in accordance with Budget Schedule 1 (attached).

BE IT FURTHER RESOLVED that the appropriations for each budget unit which constitutes the respective totals for each of the objects and sub-objects of the expenditures listed in the proposed budget and revised through additions or subtractions are hereby adopted by reference; that the expenditure amounts shown therein and as set forth herewith are hereby appropriated for the purposes stated; and that the provisions for contingencies set forth in said budget shall be as therein stated.

BE IT FURTHER RESOLVED that the means of financing the expenditure and reserve provisions set forth in said budget shall be by monies derived from Revenue to Accrue, fund Balance Available and Ad Valorem Taxes.

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

AYES:

NOES:

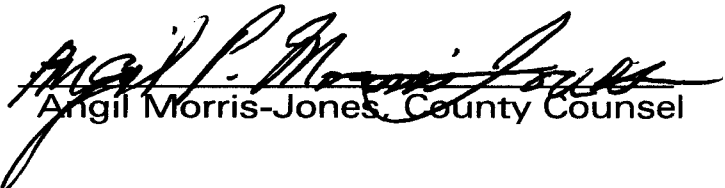
ABSENT:

Chairman of the Board of Supervisors

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM

By: _____


Angil Morris-Jones, County Counsel

STATE CONTROLLER SCHEDULES
COUNTY BUDGET ACT
JANUARY 2010

COUNTY OF YUBA
ALL FUNDS SUMMARY
FOR FISCAL YEAR 2011-12

SCHEDULE 1

COUNTY FUND NAME	FUND NO.	TOTAL FINANCING SOURCES				TOTAL FINANCING USES		
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2011	DECREASES TO RESERVE DESIGNATIONS/ NET ASSETS	ADDITIONAL FINANCING SOURCES	TOTAL AVAILABLE SOURCES	FINANCING USES	INCREASES TO RESERVES DESIGNATIONS NET ASSETS	TOTAL FINANCING USES
GENERAL	101	807,602	49,369	35,553,914	36,410,885	35,686,910	723,975	36,410,885
SOCIAL SERVICES	100	2,081,364	-	46,596,346	48,677,710	48,677,710	-	48,677,710
ROAD	102	1,970,091	-	14,642,607	16,612,698	16,612,698	-	16,612,698
FISH AND GAME	104	-	-	18,750	18,750	18,750	-	18,750
SPECIAL AVATION	105	-	-	10,000	10,000	10,000	-	10,000
HEALTH SERVICES	106	607,438	-	3,554,304	4,161,742	4,161,742	-	4,161,742
YDCSS	107	-	-	3,962,149	3,962,149	3,962,149	-	3,962,149
PUBLIC SAFETY	108	1,837,427	-	25,709,547	27,546,974	27,546,974	-	27,546,974
COUNTY IHSS	109	-	-	502,131	502,131	502,131	-	502,131
DRUG PROGRAMS	111	-	-	268,866	268,866	268,866	-	268,866
CRIMINAL JUSTICE GRANTS	112	100,385	-	(100,216)	169	169	-	169
CDBG BLOCK GRANTS	113	-	-	749,322	749,322	749,322	-	749,322
SUTTER CO. CDBG	115	-	-	255,072	255,072	255,072	-	255,072
NEIGHBORHOOD STABILIZATION	116	-	-	2,000,000	2,000,000	2,000,000	-	2,000,000
COMMUNITY SERVICE GRANTS	117	-	-	257,014	257,014	257,014	-	257,014
CDBG BLOCK GRANTS	118	-	-	-	-	-	-	-
CDBG BLOCK GRANTS	119	-	-	-	-	-	-	-
CDBG BLOCK GRANTS	120	-	-	-	-	-	-	-
L.P. HEALTH (BIO)	122	-	-	-	-	-	-	-
HOSPITAL PREPAREDNESS	123	-	-	-	-	-	-	-
MICRO ENTERPRISE AIRPORT	126	-	-	40,000	40,000	40,000	-	40,000
YSEZ EIR AIRPORT	127	-	-	-	-	-	-	-
EDBG GRANT	129	-	-	5,205	5,205	5,205	-	5,205
STANDARDS & TRAINING	132	-	-	18,897	18,897	18,897	-	18,897
STANDARDS & TRAINING	133	-	-	37,990	37,990	37,990	-	37,990
STANDARDS & TRAINING	134	-	-	20,328	20,328	20,328	-	20,328
AIRPORT ROAD FUND	140	-	-	-	-	-	-	-
MINIMUM SECURITY CONST	161	-	-	-	-	-	-	-
SOLAR PANELS	162	2,077,044	-	1,256	2,078,300	2,078,300	-	2,078,300
JAIL IMPROVEMENT CONST FUND	164	-	-	-	-	-	-	-
JAIL ELECT/SEC SYS PROJ	165	-	-	-	-	-	-	-
TOTAL GOVERNMENTAL FUNDS		9,481,351	49,369	134,103,482	143,634,202	142,910,227	723,975	143,634,202
AIRPORT ENTERPRISE	130	-	-	372,138	372,138	372,138	-	372,138
AIRPORT ENT. IMPROV.	131	-	-	-	-	-	-	-
TOTAL ENTERPRISE FUNDS		-	-	372,138	372,138	372,138	-	372,138
AUTOMOTIVE SERVICES	150	-	-	700,087	700,087	700,087	-	700,087
SHERIFF-AUTO SERVICE	151	-	-	665,394	665,394	665,394	-	665,394
MOBILE COMMAND VEHICLE	152	-	-	17,211	17,211	17,211	-	17,211
WORKERS COMP INS	155	-	-	1,905,241	1,905,241	1,905,241	-	1,905,241

STATE CONTROLLER SCHEDULES			COUNTY OF YUBA					SCHEDULE 1
COUNTY BUDGET ACT			ALL FUNDS SUMMARY					
JANUARY 2010			FOR FISCAL YEAR 2011-12					
COUNTY FUND NAME	FUND NO.	TOTAL FINANCING SOURCES				TOTAL FINANCING USES		
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2011	DECREASES TO RESERVE DESIGNATIONS/ NET ASSETS	ADDITIONAL FINANCING SOURCES	TOTAL AVAILABLE SOURCES	FINANCING USES	INCREASES TO RESERVES DESIGNATIONS NET ASSETS	TOTAL FINANCING USES
LIABILITY INSURANCE	156	-	-	5,675,995	5,675,995	5,675,995	-	5,675,995
HEALTH INSURANCE	157	-	-	11,204,924	11,204,924	11,204,924	-	11,204,924
GENERAL INSURANCE	158	-	-	178,667	178,667	178,667	-	178,667
UNEMPLOYMENT INSURANCE	159	-	-	917,572	917,572	917,572	-	917,572
SHORT TERM DISABILITY	160	-	-	329,290	329,290	329,290	-	329,290
TOTAL INTERNAL SERVICE FUNDS		-	-	21,594,381	21,594,381	21,594,381	-	21,594,381
OUVEHURST AVE RDA	168	103,454	-	71,760	175,214	175,214	-	175,214
LINDA STREET LIGHTING	785	252,715	-	50,612	303,327	303,327	-	303,327
GLEDHILL LANDSCAPING	784	67,708	-	50,044	117,752	117,752	-	117,752
COUNTY SERVICE AREA 2	652	40,437	-	21,900	62,337	62,337	-	62,337
COUNTY SERVICE AREA 4	654	2,589	-	1,872	4,461	4,461	-	4,461
COUNTY SERVICE AREA 5	655	192,000	-	4,300	196,300	196,300	-	196,300
COUNTY SERVICE AREA 8	656	48,647	-	4,400	53,047	53,047	-	53,047
COUNTY SERVICE AREA 9	657	12,943	-	2,100	15,043	15,043	-	15,043
COUNTY SERVICE AREA 10	658	43,075	-	1,630	44,705	44,705	-	44,705
COUNTY SERVICE AREA 11	659	14,809	-	2,882	17,691	17,691	-	17,691
COUNTY SERVICE AREA 12	660	11,456	-	980	12,436	12,436	-	12,436
COUNTY SERVICE AREA 13	655	-	-	1,825	1,825	1,825	-	1,825
COUNTY SERVICE AREA 14	661	22,227	-	29,900	52,127	52,127	-	52,127
COUNTY SERVICE AREA 15	662	14,460	-	13,200	27,660	27,660	-	27,660
COUNTY SERVICE AREA 16	663	6,102	-	1,120	7,222	7,222	-	7,222
COUNTY SERVICE AREA 17	664	15,008	-	1,046	16,054	16,054	-	16,054
COUNTY SERVICE AREA 18	655	-	-	3,927	3,927	3,927	-	3,927
COUNTY SERVICE AREA 19	661	-	-	15,900	15,900	15,900	-	15,900
COUNTY SERVICE AREA 20	655	-	-	1,271	1,271	1,271	-	1,271
COUNTY SERVICE AREA 21	655	-	-	9,350	9,350	9,350	-	9,350
COUNTY SERVICE AREA 22	667	40,605	-	1,760	42,365	42,365	-	42,365
COUNTY SERVICE AREA 24	655	-	-	1,248	1,248	1,248	-	1,248
COUNTY SERVICE AREA 25	655	-	-	1,634	1,634	1,634	-	1,634
COUNTY SERVICE AREA 25A	665	2,512	-	2,325	4,837	4,837	-	4,837
COUNTY SERVICE AREA 26	655	-	-	864	864	864	-	864
COUNTY SERVICE AREA 28	655	-	-	600	600	600	-	600
COUNTY SERVICE AREA 29	655	-	-	861	861	861	-	861
COUNTY SERVICE AREA 30	670	23,550	-	840	24,390	24,390	-	24,390
COUNTY SERVICE AREA 31	655	-	-	70	70	70	-	70
COUNTY SERVICE AREA 32	655	-	-	360	360	360	-	360
COUNTY SERVICE AREA 33	655	-	-	1,935	1,935	1,935	-	1,935
COUNTY SERVICE AREA 34	672	3,324	-	1,020	4,344	4,344	-	4,344
COUNTY SERVICE AREA 36	673	22,882	-	864	23,746	23,746	-	23,746
COUNTY SERVICE AREA 37	674	7,473	-	2,888	10,361	10,361	-	10,361

STATE CONTROLLER SCHEDULES
COUNTY BUDGET ACT
JANUARY 2010

COUNTY OF YUBA
ALL FUNDS SUMMARY
FOR FISCAL YEAR 2011-12

SCHEDULE 1

COUNTY FUND NAME	FUND NO.	TOTAL FINANCING SOURCES				TOTAL FINANCING USES		
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2011	DECREASES TO RESERVE DESIGNATIONS/ NET ASSETS	ADDITIONAL FINANCING SOURCES	TOTAL AVAILABLE SOURCES	FINANCING USES	INCREASES TO RESERVES DESIGNATIONS NET ASSETS	TOTAL FINANCING USES
COUNTY SERVICE AREA 38	675	160,765	-	13,410	174,175	174,175	-	174,175
COUNTY SERVICE AREA 39	676	2,238	-	2,675	4,913	4,913	-	4,913
COUNTY SERVICE AREA 40	677	92,353	-	3,948	96,301	96,301	-	96,301
COUNTY SERVICE AREA 42	678	9,482	-	1,539	11,021	11,021	-	11,021
COUNTY SERVICE AREA 43	679	4,248	-	405	4,653	4,653	-	4,653
COUNTY SERVICE AREA 44	680	23,934	-	2,640	26,574	26,574	-	26,574
COUNTY SERVICE AREA 45	681	14,768	-	1,920	16,688	16,688	-	16,688
COUNTY SERVICE AREA 46	682	23,444	-	1,575	25,019	25,019	-	25,019
COUNTY SERVICE AREA 48	683	87,719	-	12,720	100,439	100,439	-	100,439
COUNTY SERVICE AREA 52	687	618,395	-	96,699	715,094	715,094	-	715,094
COUNTY SERVICE AREA 52B	687	-	-	335,922	335,922	335,922	-	335,922
COUNTY SERVICE AREA 52c	687	-	-	18,883	18,883	18,883	-	18,883
COUNTY SERVICE AREA 53	684	13,038	-	900	13,938	13,938	-	13,938
COUNTY SERVICE AREA 54	685	20,321	-	1,300	21,621	21,621	-	21,621
COUNTY SERVICE AREA 55	665	-	-	234	234	234	-	234
COUNTY SERVICE AREA 59	686	3,271	-	2,100	5,371	5,371	-	5,371
COUNTY SERVICE AREA 60	666	5,631	-	450	6,081	6,081	-	6,081
COUNTY SERVICE AREA 61	783	13,147	-	5,113	18,260	18,260	-	18,260
COUNTY SERVICE AREA 63	668	55,047	-	16,904	71,951	71,951	-	71,951
COUNTY SERVICE AREA 66A	669	2,232,709	-	1,246,615	3,479,324	3,479,324	-	3,479,324
COUNTY SERVICE AREA 66B	669	-	-	74,043	74,043	74,043	-	74,043
COUNTY SERVICE AREA 66C	669	-	-	228,065	228,065	228,065	-	228,065
COUNTY SERVICE AREA 66D	669	-	-	60,013	60,013	60,013	-	60,013
COUNTY SERVICE AREA 66E	669	-	-	54,325	54,325	54,325	-	54,325
COUNTY SERVICE AREA 67	671	-	-	-	-	-	-	-
COUNTY SERVICE AREA 69	651	60,421	-	20,487	80,908	80,908	-	80,908
COUNTY SERVICE AREA 70	781	92,104	-	83,547	175,651	175,651	-	175,651
COUNTY SERVICE AREA 70A	781	-	-	81,113	81,113	81,113	-	81,113
TOTAL OTHER FUNDS		4,481,011	-	2,674,833	7,155,844	7,155,844	-	7,155,844
TOTAL ALL FUNDS		13,962,362	49,369	158,744,834	172,756,565	172,032,590	723,975	172,756,565

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Yuba County, California

494-11

November 7, 2011

Board of Supervisors
County of Yuba
915 8th Street
Marysville, CA 96901

Re: Election of Trustees

Gentle Persons,

The terms of five (5) Trustees of Reclamation District 784 expired this year, 2011. On August 5th, 2011, I caused to be published in the Appeal-Democrat, the necessary Notice Calling for Nomination Petitions for the Office of Trustee of Reclamation District 784. The deadline for receiving said nominating petitions was 4:00pm, on September 16, 2011.

Four Nomination Petitions were received for the five (5) positions that expire this year and in accordance with the provisions of the Reclamation District Act, no election was necessary. I have published in the Appeal-Democrat on September 26, 2011, the Notice of No Election in Reclamation District 784.

On November 1st, 2011 The Yuba County Board of Supervisors appointed Rick Brown and David Gothrow to positions that expire in 2015 and Don Graham and Sarbdeep Atwal to positions that expire in 2013. The fifth position was not filled at that time.

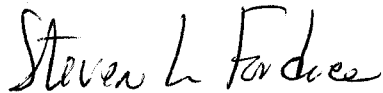
Subsequently, a written request to fill the fifth position was received from Joe Danna, a landowner within the District.

This letter will serve as a request that the Yuba County Board of Supervisors appoint Joe Danna as a Reclamation District 784 Trustee to serve for a period of two years until 2013, at your next regular meeting or as soon thereafter as this matter can be placed on the agenda.

Once appointed, these Trustees will assume office at the December 2011 Reclamation District 784 Board Meeting.

Your assistance in this matter is greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink that reads "Steven L. Fordice". The signature is written in a cursive style with a large, stylized 'S' and 'F'.

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

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



495-11

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

PARKS AND RECREATION
749-5430 • Fax 749-5434

November 15, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: RESOLUTION TO APPROVE AGREEMENT WITH THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR RADAR SIGNS AT SCHOOL BOUNDARIES AND TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO ADMINISTER THE GRANT AND EXECUTE THE AGREEMENT.

RECOMMENDATION:

Approve the resolution accepting the Agreement with the State of California Office of Traffic Safety (OTS) for a grant to install electronic-display vehicle feedback signs at school boundaries and authorize the Public Works Director to administer the grant and execute the Agreement.

BACKGROUND:

The California OTS annually solicits applications for traffic safety grants. Grants are used to mitigate traffic safety program deficiencies, expand ongoing activities, or develop new traffic safety programs. Yuba County submitted an application to the OTS to fund 14 electronic-display radar signs and associated equipment at a cost of \$106,000. California OTS selected Yuba County's application in July 2011, but with a reduced award amount of \$53,140.

DISCUSSION:

The grant amount awarded will fund the purchase of up to 7 radar signs and associated equipment based on the original estimated costs. Public Works will collaborate with representatives from the Marysville Joint Unified School District to determine the most desirable school sites at which to install the signs. The installation of the signs and the taking of speed surveys after the signs have been installed to assess their effectiveness will be performed by County personnel. Before the County may purchase the radar sign equipment the County must enter into an agreement with the State. By executing this agreement the County agrees to the conditions set forth by the State in administering the grant.

FISCAL IMPACT:

The grant will fund the entire purchase of the 7 radar signs and associated equipment, with no local match. The cost to install the signs and perform speed surveys will be covered by the Road Fund. The signs will be solar powered to help keep ongoing maintenance costs low.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed because the Board approved the submittal of the grant application on January 26, 2010.

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

**APPROVE THE AGREEMENT WITH THE STATE)
OF CALIFORNIA OFFICE OF TRAFFIC SAFETY)
FOR THE INSTALLATION OF RADAR SIGNS AT)
SCHOOL BOUNDARIES AND TO AUTHORIZE)
THE PUBLIC WORKS DIRECTOR TO)
ADMINISTER THE GRANT AND TO EXECUTE)
THE AGREEMENT)**

RESOLUTION NO. _____

WHEREAS, the California Office of Traffic Safety (OTS) announced traffic safety grant opportunities for Federal Fiscal Year 2011; and

WHEREAS, the Public Works Department submitted a grant application in February 2011 with Board of Supervisors approval (Resolution No. 2010-9); and

WHEREAS, in July 2011 the Office of Traffic Safety selected Yuba County's grant application with a reduced funding amount at \$53,140; and

WHEREAS, the County must enter into an agreement with the California Office of Traffic Safety to be reimbursed for the costs to install radar signs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba approves entering into an Agreement with the California Office of Traffic Safety to install radar signs at school boundaries and to authorize the Public Works Director to access grant funds, execute and submit all documents including, but not limited to agreements and payment requests, which may be necessary for the completion of the project.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair
Yuba County Board of Supervisors

ATTEST:

Donna Stottlemeyer, Clerk of the Board

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

BY: _____

Pak Garomone

OFFICE OF TRAFFIC SAFETY

GRANT AGREEMENT

Federal Fiscal Year 2012

10/1/2011 - 09/30/2012

GRANT AGREEMENT

(REV. 08/11)

GRANT NUMBER

20014

1. This Agreement is entered into between the Office of Traffic Safety and the County of Yuba .
2. Grant Period: 10/01/2011 to 09/30/2012
3. Federal Funds allocated under this Agreement shall not exceed: \$53,140.00
4. Grant Title: School Zone Vehicle Speed Feedback Signs Project
5. Grant Description: Install vehicle speed feedback signs at six different school locations to provide awareness of vehicle speeds to motorists.
6. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:
 - Exhibit A – Budget Summary, Budget Estimate and Narrative
 - Exhibit A1 – Sub-Budget Summary, Sub-Budget Estimate and Narrative (if applicable)
 - Exhibit B – Goals and Objectives
 - Exhibit C – Problem Statement, Method of Procedure
 - Exhibit D – Certifications and Assurances
 - Exhibit E* – OTS Grant Program Manual

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: www.ots.ca.gov/Grants/Grant_Administration/Program_Manual.asp

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Grantee Agency

By (Authorized Signature)

MICHAEL G. LEE, PUBLIC WORKS DIRECTOR

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

915 8TH STREET, SUITE 125, MARYSVILLE, CA 95901

ADDRESS

California Office of Traffic Safety

By (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Christopher J. Murphy, Director

ADDRESS

2208 Kausen Drive, Suite 300, Elk Grove, CA 95758

**EXHIBIT A
BUDGET SUMMARY**

COST CATEGORY	TOTAL COSTS
Personnel	\$0.00
Travel	\$0.00
Contractual Services	\$0.00
Equipment	\$52,920.00
Other Direct Costs	\$220.00
Indirect Costs	\$
TOTAL GRANT AMOUNT	\$53,140.00

**EXHIBIT A
BUDGET ESTIMATE AND NARRATIVE**

This Grant Agreement is funded by the US Department of Transportation National Highway Traffic Safety Administration (NHTSA).

FUND NUMBER	CATALOG NUMBER	FUND DESCRIPTION
402 General Funds - HSP 2012	CFDA 20.600	State/Community Highway Safety

PERSONNEL TOTAL COSTS \$0.00

Salaries – May include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Regular	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation

Subtotal	\$	\$	\$
-----------------	-----------	-----------	-----------

Benefits

Narrative:

TOTAL (REGULAR POSITIONS AND BENEFITS)	\$0.00
---	---------------

Hourly	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation

Subtotal	\$	\$	\$
----------	----	----	----

Benefits

Narrative:

TOTAL (HOURLY POSITIONS AND BENEFITS)	\$0.00
---------------------------------------	--------

OVERTIME

Budgeted grant activities will be conducted by agency personnel on an overtime basis.

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Probation Officer, Community Services Officer, Dispatcher etc., depending on the titles used by the agency and their city's paid overtime policy.

Personnel will be deployed as needed to accomplish the grant goals and objectives. Costs are estimated based on an overtime hourly rate range (not including benefits). Overtime reimbursement (overtime hourly rate and benefits) will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

Overtime Hourly Rate Range \$ to \$

Overtime	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
		\$	%	\$	\$

Benefits

Subtotal	\$	\$	\$
----------	----	----	----

TOTAL (OVERTIME POSITIONS AND BENEFITS)	\$
---	----

TRAVEL TOTAL COSTS

\$0.00

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Travel shall be claimed at the agency approved rate. Per diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

In State Travel: All conferences, seminars, or training not specifically identified in this Grant Agreement must be approved by OTS. Costs include local mileage for grant activities/meetings attended by appropriate staff.

Type	Fund Number	In State Travel Costs
In State Travel	402 General Funds - HSP 2012	\$0.00

Additional Anticipated Travel:
N/A

Out of State Travel: All Out of State travel trips not specifically identified in this Grant Agreement must receive written approval from OTS.

Type	Fund Number	Out of State Travel Costs
Out of State Travel	402 General Funds - HSP 2012	\$0.00

Additional Anticipated Travel:
N/A

CONTRACTUAL SERVICES TOTAL COSTS \$0.00

Description	Contractual Services Costs
None	\$

Narrative: N/A

EQUIPMENT TOTAL COSTS \$52,920.00

Description	Fund Number	Equipment Costs
7 Vehicle Speed Feedback Sign @ \$7560.00	402 General Funds - HSP 2012	\$52,920.00

Narrative: Measures and displays the speed of motorists. Solar, battery powered or hardwired and affixed to a pole. Data collection capabilities allow engineers analyze data. May include modifications and accessories to make it usable for grant purposes.

OTHER DIRECT TOTAL COSTS \$220.00

Description	Fund Number	Other Direct Costs
1 Other - School Zone Time Clock Software @ \$220.00	402 General Funds - HSP 2012	\$220.00

Narrative: The software will allow the time clocks to be controlled remotely from a central location. This will allow the County to turn off the signs to conserve battery power when schools are not operating such as weekends, holidays, and summer months. The cost of installation will be at the expense of the County.

INDIRECT TOTAL COSTS \$

Description	Fund Number	Indirect Costs

TOTAL GRANT AMOUNT \$53,140.00

**EXHIBIT B
GOALS AND OBJECTIVES**

Goals

Order	Goal ID #	Goal
1		To reduce the 85th percentile speed of motorists in school zones to 25 mph or less, especially during peak morning and afternoon school hours.
2	5	To reduce the number of persons killed in traffic collisions.
3	6	To reduce the number of persons injured in traffic collisions.

Objectives

Order	Objective ID #	Objective	User Input
1	25	To issue a press release announcing the kick-off of the grant by November 15 of the first grant year. The press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	
2	225	To send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, a draft press release must first be sent to the OTS PIO for approval. Drafts should be sent for approval as early as possible to insure adequate turn-around time. Optimum lead time would be 10-20 days prior to the operation. Media communications reporting the results of grant activities such as checkpoints and saturation patrols are exempt from the advance approval requirement. Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report results.	
3	34	To use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.	

4	266	To report the procurement status of all equipment planned to be purchased as part of this grant.	
5	121	To submit in a timely manner all statistical data, financial reimbursement claims, and quarterly performance reports, as required by OTS, throughout the grant period.	
6		To assess the effectiveness of the vehicle feedback signs.	
7		To determine if additional measures can be done to help reduce vehicle speeds in school zones.	
8		To alert motorists of their speed by installing 7 vehicle feedback signs at 7 different school locations.	

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PROBLEM STATEMENT AND METHOD OF PROCEDURE

GENERAL GRANT

PROBLEM STATEMENT

Using local data (not OTS Rankings or SWITRS), complete the table below. In the blank rows, insert data that is relative to your request (i.e. Pedestrian fatalities/injuries).

Collision Type	FEDERAL FISCAL YEAR 2007				FEDERAL FISCAL YEAR 2008				FEDERAL FISCAL YEAR 2009			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	1		1		5		6		13		14	
Injury	238		312		183		247		197		259	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol Involved	0	43	0	53	3	22	4	32	3	29	4	32
Hit and Run	0	15	0	17	0	12	0	18	1	19	1	21
Nighttime (2100-0259 hours)	0	31	0	39	1	18	1	23	4	29	4	32
Pedestrian Involved	0	12	0	12	0	7	0	8	2	8	2	8
Bicycle Involved	0	10	0	10	1	12	0	12	1	10	1	10
Unsafe Speed	0	64	0	82	0	45	0	68	2	33	2	50

Describe the traffic safety related problem/deficiency and how was it identified. Click [here](#) to refer to Grant Program Manual Chapter 1.4.2 for more detailed information regarding the Problem Statement.

When entering a school zone motorists are required to reduce their speed to 25 mph when children are present (the County has not adopted the lower 15 mph speed limit for school zones). Speed surveys were taken at all school locations that front on eligible roads. The results showed that the 85th percentile speeds exceeded 25 mph at 6 different school locations. The results indicate that on average 27% of motorists are driving faster than the lawful speed limit for a school zone at 6 different schools during the peak morning and afternoon hours. Faster speeds have the potential to increase the severity of injuries to children walking or bicycling to and from schools. At another school location where vehicle feedback signs were installed showed a drop of 8 miles per hour (19%) in the 85th percentile speed.

METHOD OF PROCEDURE

Describe the work to be done in order to accomplish the objectives for Phases 1 and 2. This section is used as a timeline of activities that must occur in order to meet the program objectives.

Phase 1 – Program Preparation (1st Quarter of the Grant Year)

“Devices purchased with OTS grant funds will only be located on roadways off the Federal Aid System. OTS funds cannot be used for installation of this device.”

PROBLEM STATEMENT AND METHOD OF PROCEDURE

GENERAL GRANT

Activities might include hiring staff, training, sub-contract preparation, acquisition of equipment and supplies, etc.

Acquisition of vehicle feedback signs from vendor.

Phase 2 – Program Operations (2nd, 3rd and 4th Quarters of the Grant Year)

Activities might include meeting with allied agencies to coordinate activities, coordination of media events, development of print and promotional materials, etc.

County personnel will install the vehicle feedback signs at the selected school locations.

County will perform speed surveys after signs have been installed.

County will assess the effectiveness of the vehicle feedback signs based on the speed surveys and determine if additional measures are needed.

Phase 3 – Data Collection & Reporting – (Throughout Grant Period)

Agencies are required to collect and report quarterly, appropriate data that supports the progress of each goal and objective.

Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.

Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.

Reports shall be completed in accordance with OTS requirements specified in the Grant Program Manual, Chapter 7, and submitted in compliance with the signed Acceptance of Conditions and Certifications (OTS-33) included within this agreement.

Method of Evaluation

Using the data compiled during the grant, the Grant Director will: (1) briefly state the original problem, (2) specify the most significant goals and objectives, (3) highlight the most significant activities that contributed to the success of the program and the strategies used to accomplish the goals, and (4) describe the program's accomplishments as they related to the goals and objectives.

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the Grant Agreement, certify by way of signature on the Grant Agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

Certifications and Assurances

The Grantee Agency will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, including:

- National law enforcement mobilizations,
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits,
- An annual statewide safety belt use survey in accordance with criteria established by the Secretary for the measurement of State safety belt use rates to ensure that the measurements are accurate and representative,
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources.

The Grantee Agency shall actively encourage all relevant law enforcement personnel in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 USC 402 (b) (1) (E))

Other Federal Requirements

Cash disbursements and balances will be reported in a timely manner as required by NHTSA. (49 CFR 18.21)

The same standards of timing and amount, including the reporting of cash disbursement and balances, apply to grantees as they do the State. (49 CFR 18.41)

Failure to adhere to these provisions may result in the termination of State drawdown privileges.

Equipment acquired under this Grant Agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Grantee Agency; or the State, by formal agreement with appropriate

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes (23 CFR 1200.21);

The Grantee Agency will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20;

Federal Funding Accountability and Transparency Act

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
 - Amount of the award;
 - Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
 - Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; , and an award title descriptive of the purpose of each funding action;
 - A unique identifier (DUNS);
 - The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;
- (i) the entity in the preceding fiscal year received —
- (I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq. PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse and alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights

**EXHIBIT D
CERTIFICATIONS AND ASSURANCES**

Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Drug-free Workplace Act of 1988 (41 U.S.C. 702;):

The Grantee Agency will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement.
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

Buy America Act

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Political Activity (Hatch Act)

The Grantee Agency will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Grantee Agency official certifies, to the best of his or her knowledge and belief, that:

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

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

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment And Suspension

Instructions for Primary Certification

1. By signing and submitting this Grant Agreement, the Grantee Agency official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Grantee Agency official shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grantee Agency official shall provide immediate written notice to the department or agency to which this Grant Agreement is submitted if at any time the Grantee Agency official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this Grant Agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency official agrees by submitting this Grant Agreement that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The Grantee Agency official further agrees by submitting this Grant Agreement that it will include the clause

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters –
Primary Covered Transactions:**

1. The Grantee Agency official certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Grantee Agency official is unable to certify to any of the Statements in this certification, such Grantee Agency official shall attach an explanation to this Grant Agreement.

Instructions for Lower Tier Certification

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

1. By signing and submitting this Grant Agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Grant Agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this Grant Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this Grant Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.

Policy to Ban Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Grantee Agencies are encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving-
 - a. Company-owned or –rented vehicles, or Government-owned, leased or rented vehicles; or
 - b. Privately-owned when on official Government business or when performing any work on or on behalf of the Government.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Environmental Impact

The Grantee Agency official has reviewed the Grant Agreement and hereby declares that no significant environmental impact will result from implementing this traffic safety program. If, under a future revision, this program will be modified in such a manner that a program would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



496-11

BUILDING
49-5440 • Fax 749-5616

CODE ENFORCEMENT
49-5455 • Fax 749-5424

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


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

PLANNING
749-5470 • Fax 749-5434

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

Date: November 15, 2011

To: Yuba County Board of Supervisors

From: Sean Powers, CDSA Finance and Administration Manager 

Subject: Acquisition of Single Family Residence APN 008-272-008 for the Neighborhood Stabilization Program

Recommendation:

Adopt the attached resolution authorizing the Community Development Director or his designee to complete the purchase of single family residence APN 008-272-008 as part of the Neighborhood Stabilization Program and execute all documents needed for completion of purchase, rehabilitation, and resale.

Background:

The goal of the County of Yuba Neighborhood Stabilization Program is to stabilize property values and homeownership rates in neighborhoods impacted by foreclosures. The County of Yuba has been awarded \$1,709,395.00 under the Neighborhood Stabilization Program allocation per agreement 09-NSP1-6129 for acquisition, rehabilitation, and resale single family homes. The activities are to be performed in the census tract numbers 0401.00, 0402.00, 0403.00, 0404.00, 0405.00, 0406.00 and 0407.00, in the following areas: Marysville, Linda, Olivehurst and Plumas Lake.

Discussion:

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

Committee Action:

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

Fiscal Impact:

The purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program. The purchase price of for APN 008-272-008 is estimated to be \$71,000.

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

**RESOLUTION AUTHORIZING YUBA COUNTY)
COMMUNITY DEVELOPMENT AND SERVICES)
AGENCY DIRECTOR OR HIS DESIGNEE TO)
COMPLETE PURCHASE OF SINGLE FAMILY)
RESIDENCE APN 008-272-008 AS PART OF THE)
NEIGHBORHOOD STABILIZATION PROGRAM)
AND EXECUTE ALL DOCUMENTS NEEDED FOR)
COMPLETION OF PURCHASE,)
REHABILITATION, AND RESALE.)**

RESOLUTION NO. _____

WHEREAS, Yuba County was awarded Neighborhood Stabilization Program funds per agreement 09-NSP1-6129 with the Department of Housing and Community Development on November 11, 2009 and is authorized to conduct activities in housing acquisition, rehabilitation, and resale of single family homes; and

WHEREAS, these activities are to be performed in the census tract numbers 0401.00, 0402.00, 0403.00, 0404.00, 0405.00, 0406.00 and 0407.00, in the following areas: Marysville, Linda, Olivehurst and Plumas Lake; and

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

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

WHEREAS, the purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program and the purchase price of APN 008-272-008 is estimated to be \$71,000.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director or his designee to complete the purchase, rehabilitation and resale of APN 008-272-008 and execute any necessary documents, subject to County Counsel review.

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

AYES:

NOES:

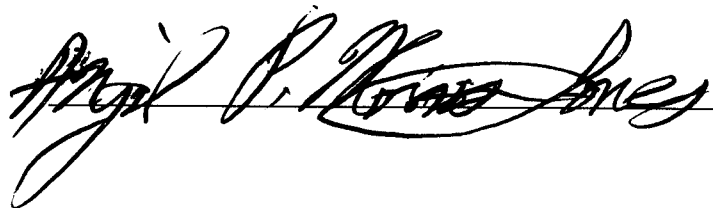
ABSENT:

ABSTAIN:

CHAIR

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
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PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

PARKS AND RECREATION
749-5430 • Fax 749-5434

DATE: November 15, 2011

TO: BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Reconveyance of Lots "A" and "B" of Tract Map No. 99-585, Plumas Ranch Village 5 and Lot D of Tract Map No. 2003-006, Woodside Village Unit 1, to the developer, Cresleigh Homes Corporation, and abandonment of landscape easement over same

RECOMMENDATION:

Recommend reconveyance of Lots A and B as shown on Tract Map 99-585, Plumas Ranch Village 5 and Lot D as shown on Tract Map 2003-006, Woodside Village Unit 1, to the developer, Cresleigh Homes Corporation, abandonment of landscape easement over same, and authorizing Chair to sign Quitclaim deeds transferring any ownership rights County may have in said property to Cresleigh.

BACKGROUND:

The final map for Plumas Ranch Village 5, Tract Map 99-5855, was filed with the County Recorder on March 4, 2005, in book 82 of Maps at page 12. Item E of the Owner's Statement provides for an irrevocable offer of dedication," in fee simple, to the county of Yuba, for pedestrian and bicycle pathways, planting and maintaining trees, shrubbery and other landscaping, together with any and all appurtenances pertaining thereto, on, over, under and across that strip of land designated as Lots "A" and "B".

The final map for Woodside Village Unit 1, Tract Map 2003-006, was filed with the County Recorder on March 5, 2004, in book 77 of Maps at page 22. Item E of the Owner's Statement provides for an irrevocable offer of dedication," in fee simple, to the county of Yuba, for pedestrian and bicycle pathways, planting and maintaining trees, shrubbery and other landscaping, together with any and all appurtenances pertaining thereto, on, over, under and across that strip of land designated as Lot "D".

The offers of dedication were accepted by resolution, as indicated on the two final maps in the respective Clerk of the Board of Supervisors Statements.

DISCUSSION:

These lots were originally intended to include bike/pedestrian paths. However, with the subsequent approval of the Bear River project immediately west, a sufficient roadway circulation pattern will exist to accommodate bicyclists/pedestrians, and staff does not believe a path is warranted at the proposed location.

The Clerk of the Board of Supervisor Statements further state “Should the Board of Supervisors of the County of Yuba determine that the public purpose for which the property was dedicated in fee simple no longer exists, or the property or any portion thereof is not needed for public utilities, the County of Yuba shall reconvey the above described property to the Grantors or the successor(s) in interest pursuant to Government Code Section 66477.5.”

Once the property is reconveyed, Cresleigh intends to pursue multiple lot line adjustments with neighboring property owners to absorb the strips into the adjacent parcels. The lot line adjustment applications have been filed with the County awaiting this reconveyance, and the neighboring property owners are in favor of the adjustments.

COMMITTEE ACTION:

The Land Use & Public Works Committee reviewed this item and recommends approval.

FISCAL IMPACT:

None.

THE UNDERSIGNED, CREDITOR HOMES CORPORATION, A CALIFORNIA CORPORATION, OWNER OF THE LANDS SHOWN HEREON, BEING WITHIN THE PUBLIC TRUSTS OF THE STATE OF CALIFORNIA, SELLING TO THE PUBLIC THE FOLLOWING DESCRIBED LANDS AND UNITED COMMERCIAL BANK, A CALIFORNIA BANKING CORPORATION AS BENEFICIARY NAMED IN THAT CERTAIN DEED OF TRUST, RECORDED ON JUNE 24, 2003 AS DOCUMENT NO. 2003-17648, OFFICIAL RECORDS OF YUBA COUNTY, CALIFORNIA, MAY 2003-17648, HAVE BEEN THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PREPARE CLEAR TITLE TO SAID LANDS AND THAT WE AGREE TO THE PROVISIONS AND ACCORDING TO WHICH WE HEREBY DO HEREBY OFFER FOR DEDICATION TO THE COUNTY OF YUBA AND HEREBY OFFER TO THE PUBLIC THE FOLLOWING:

- (A) IN FEE SIMPLE TO THE COUNTY OF VERA, THOSE STOPS OF LAND DESIGNATED ON SAID MAP AS FEATHER RIVER BOULEVARD, AFTERBORN WAY, AHERTON WAY, WESTPORT WAY, DEL MONTE WAY, HUNTERWOOD DRIVE, LINDEN DRIVE, MOUNTAIN VIEW DRIVE, COURT WINDSOR COURT, ANADIR COURT AND BOWHILL COURT.
- (B) IN FEE SIMPLE TO THE COUNTY OF VERA, FOR PEDESTRIAN TRAILWAYS, PLANTING AND MAINTAINING TREES, SHRUBBERY AND OTHER LANDSCAPING, ELECTRICALS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, OVERHEAD AND UNDERGROUND UTILITIES, LIGHT FIXTURES, SIGNAGE, AND ALL APPURTENANCES PERTAINING THERETO, ON OVER, UNDER AND ACROSS THOSE STOPS OF LAND GENERALLY 12 FEET IN WIDTH OR 11.5 IN WIDTH OR LESS, LOCATED AS SHOWN HEREON AND DESIGNATED "LANDSCAPE EASEMENT (P.1 & U.L.)".
- (C) EASEMENTS FOR PEDESTRIAN TRAILWAYS, PLANTING AND MAINTAINING TREES, SHRUBBERY AND OTHER LANDSCAPING, ELECTRICALS, TRAFFIC CONTROL DEVICES AND SIGNS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON OVER, UNDER AND ACROSS THOSE STOPS OF LAND GENERALLY 12 FEET IN WIDTH OR 11.5 IN WIDTH OR LESS, LOCATED AS SHOWN HEREON AND DESIGNATED "LANDSCAPE EASEMENT (L.E.)".
- (D) EASEMENTS FOR WATER AND GAS PIPES, FOR ELECTRICALS, TELEPHONE AND CABLE TV, AND FOR TRAILWAYS, PLANTING, TREES, SHRUBBERY AND MAINTAINING SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON OVER, UNDER AND ACROSS THOSE STOPS OF LAND GENERALLY 12 FEET IN WIDTH OR 11.5 FEET IN WIDTH OR LESS, LOCATED AS SHOWN HEREON AND DESIGNATED "PUBLIC SERVICE EASEMENT (P.S.E.)".
- (E) IN FEE SIMPLE TO THE COUNTY OF VERA, FOR PEDESTRIAN TRAILWAYS, PLANTING AND MAINTAINING TREES, SHRUBBERY AND OTHER LANDSCAPING, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON OVER, UNDER AND ACROSS THOSE STOPS OF LAND AND UNDEVELOPED LOTS "A" AND "B" AND DESIGNATED "LANDSCAPE EASEMENT (L.E.)."
- (F) EASEMENTS FOR PEDESTRIAN ACCESS ON OVER AND ACROSS THOSE STOPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT (P.E.)".
- DESIGNEE HOMES CORPORATION, A CALIFORNIA CORPORATION
1076 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA 94108

BY: James L. By ME: V. P.

NOTARY'S STATEMENT
STATE OF CALIFORNIA
COUNTY OF SAN FERNANDO C.S. 50

ON OCTOBER 22, 2004 BEFORE ME
Donna R. Conzelmann, A NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE PERSONALLY APPEARED

1. HOW WAS WE PROVED TO US ON THE BASIS OF
☒ PERSONALLY KNOWN TO US OR ☐ PROVED TO US ON THE BASIS OF
 SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
 SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO US THAT
 HE/SHE/IT(S) EXECUTED THE SAME IN HIS/HER/ITS AUTHORIZED
 CAPACITIE(S), AND THAT BY HIS/HER/ITS SIGNATURE(S) ON THE
 INSTRUMENT, THE PERSON(S) OF THE ENTITY UPON BEHALF OF WHICH THE
 INSTRUMENT WAS EXECUTED, INTENDED THE INSTRUMENT

WITNESS MY HAND: Michael R. Conway Doyle R. Lawrence
SIGNATURE PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS:
SAN FRANCISCO, CA

REVISED 1995

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

DATE: 2-11-68 TIME: First Vice President

LIVE CIVIL SOLUTION

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON October 26, 2004 BEFORE ME
Walter J. Bessard A NOTARY PUBLIC IN AND FOR SAID
 COUNTY AND STATE PERSONALLY APPEARED
Walter J. Bessard 26
 PERSONALLY KNOWING ME TO BE THE PERSON TO WHOM THE BACK OF

CONTRACTUAL RIGHT TO BE OR NOT TO BE A PARTY TO THE INSTRUMENT(S) AND TO THE PERSON(S) WHOSE NAME(S) IS/ARE SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THY/ THEY EXECUTED THE SAME IN HIS/HER/OTHER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/OTHER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESSES MY HAND: M.A. Delgado M.A. Delgado - FAS 97
SIGNATURE PRINT NAME

ANY PRINCIPAL PLACE OF BUSINESS IS:
1111 Von Neumann
San Jose, CA
95128

MY COMMISSION EXPIRES: 1-5-2004
Comm expires 12/7/04

THIS 4th DAY of March 1908
 56 MINUTES past 4 M
 ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE COUNTY
 RECORDER OF YUBA COUNTY AT THE REQUEST OF MURRAY SMITH &
 ASSOCIATES IN BOOK 82 OF MAPS, AT PAGE 12-16

DOCUMENT NO. 200.5 R-004534
TERRY A. HANSEN
YUBA COUNTY RECORDER
BY: TH 7/1/00
FEE: \$ 14.00
FIDELITY

A PRELIMINARY SOILS REPORT IS ON FILE AT THE YUBA COUNTY PUBLIC WORKS DEPARTMENT AND THE YUBA COUNTY BUILDING DEPARTMENT.

A STATEMENT OF TAX STATUS AND ADDITIONAL INFORMATION DOCUMENTS FOR T4 99-585
FOR CRESLEIGH HOMES CORPORATION, A CALIFORNIA CORPORATION, IS BEING CONCURRENTLY
RECORDED AT DOCUMENT NUMBER 2005-8-00335, OFFICIAL RECORDS OF YUBA
COUNTY.

SHEET INDEX

VICINITY MAP

BK 82 99 12

SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SURVEY AND PLAT OF TRACT MAP NO. 1998-585 OF PLUMAS RANCH VILLAGE 5 MADE UNDER MY DIRECTION IN AUGUST, 2004 IS TRUE AND COMPLETE AS SHOWN, THAT MONUMENTS OF THE EXTERIOR BOUNDARY HAVE BEEN FOUND OR SET AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED. INTERIOR MONUMENTS AS SHOWN WILL BE SET WITHIN SIXTY (60) DAYS FROM DATE OF ACCEPTANCE OF STREET IMPROVEMENTS.

DATE: Nov. 14, 2008

Michael S. Costa
MICHAEL S. COSTA LS 5500

* AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYOR'S MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CREIG HOMES CORPORATION, A CALIFORNIA CORPORATION, ON AUGUST 7, 2004. I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE UNCONDITIONALLY APPROVED TENTATIVE MAP AND

LICENSED LAND SURVEYOR
MICHAEL S. COSTA
No. 6500
Exp. 12-31-09

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED BY ME AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT. I HEREBY STATE THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: 2/17/2005
GARY T. LIPANOWITZ LS 3834
COUNTY SURVEYOR - YUBA COUNTY
(LICENSE EXPIRES 8/30/08)

AREA IN SUBDIVISION: 29,160 ACRES
AREA IN LOTS 'A', 'B', 'C', 'D' AND 'E': 4,301 ACRES
AREA IN LOTS 1-67: 20,254 ACRES
AREA OF ROADS: 4,605 ACRES

A hand-drawn map of the area around Yuba City, Texas. The map shows several highways: Highway 90 running horizontally across the middle, Highway 20 running vertically on the left, Highway 63 running diagonally from the top left towards the center, and Highway 3 running vertically on the right. A bridge is depicted crossing Highway 90, with the label 'BRIDGE' written below it. To the left of the bridge, a circular area is labeled 'YUBA CITY'. To the right of the bridge, a circular area is labeled 'WATTSVILLE'. A wavy line representing a river is labeled 'FATHER RIVER' and runs horizontally across the map, intersecting Highway 90. A label 'FATHER RIVER BRIDGE' is written near the top right. The text 'PLUMAS RANCH VILLAGE 3' is written vertically along Highway 3. The text 'HIGHWAY 20' is written vertically along the left side of the map. The text 'HIGHWAY 63' is written along the diagonal road. The text 'HIGHWAY 90' is written horizontally above the bridge. The text 'WATTSVILLE' is written inside the circle on the left. The text 'YUBA CITY' is written inside the circle on the right. The text 'BRIDGE' is written below the bridge. The text 'FATHER RIVER' is written below the wavy line. The text 'FATHER RIVER BRIDGE' is written near the top right. The text 'PLUMAS RANCH VILLAGE 3' is written vertically along Highway 3.

THE UNDERSIGNED, CRENSHAW HOMES CORPORATION, A CALIFORNIA CORPORATION, OWNER OF THE LANDS OF THE PERSONAL LIVING WITHIN CRENSHAW VILLAGE UNIT, AND THE UNITED COMMERCIAL BANK, A CALIFORNIA BANKING CORPORATION AS BENEFICIARY NAMED IN THAT CERTAIN DEED OF TRUST, RECORDED ON JUNE 24, 2003 AS DOCUMENT NO. 2003-10406, OFFICIAL RECORDS OF YUBA COUNTY, CALIFORNIA, HEREBY STATE THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PREPARE CLEAR TITLE TO SAID LANDS AND THAT WE CONSENT TO THE PREPARATION AND RECORDING OF THE FEDERAL MAP NO. 2003-10406, TO BE COGNESED TO THE COUNTY OF YUBA AND APPROVED FOR SUBMISSION TO THE PUBLIC FOR FILING.

[illegible]

(c) EASEMENTS FOR PEDESTRIAN WALKWAYS, PLANTING AND MAINTAINING TREES, SHRUBBERY AND OTHER LANDSCAPING, TRAFFIC CONTROL DEVICES AND SIGNS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERE TO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 12 FEET IN WIDTH AS SHOWN HEREON AND DESIGNATED "LANDSCAPE EASEMENT" (I.E.).

(1) ESSEMENTS FOR WATER AND GAS PIPES, FOR ELECTROLES, OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THEREIN, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 22 FEET IN WIDTH, OR 19.5 FEET IN WIDTH AND 12 FEET IN WIDTH AS OTHERWISE INDICATED, AND DESIGNATED "PUBLIC SERVICE ESSEMENT" (P.S.E.).

(c) IN FEE SIMPLE, TO THE COUNTY OF YUBA, FOR PEDESTRIAN AND BICYCLE PATHWAYS, PLANTING AND MAINTAINING TREES, SHRUBBERY AND OTHER LANDSCAPING, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THAT STRIP OF LAND DESIGNATED LOT "D" AND DESIGNATED "LANDSCAPE ELEMENT A.5."

(7) EASEMENTS FOR PEDESTRIAN ACCESS ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.)

BY: [Signature] ME: V.P.

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

ON JANUARY 25, 1904 BEFORE ME
CHARLES R. GUNDELHUTZBAUGH, A NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE PERSONALLY APPEARED

TO PERSONALLY KNOW TO OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/CY EXECUTED THE SAME IN HIS/HER/THIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

DAY PRINCIPAL PLACE OF BUSINESS IS: San Francisco, CA

SIGNATURE Donald R. Young DONALD R. YOUNG, JR. PRINT NAME

MY COMMISSION EXPIRATION DATE 30 JUL 2002

BY PRINCIPAL PLACE OF BUSINESS IS:
San Francisco, CA
BY COMMISSION EXPIRATION DATE 30 JUL 2005

UNITED COMMERCIAL BANK, A CALIFORNIA BANKING CORPORATION
BY: [Signature]
TITLE: FACT FINDER

BY: _____ TITLE: _____

NOTARY'S STATEMENT
STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
On January 25, 1984
I, Notary Public, do hereby certify that

☐ PERSONALLY KNOWN TO ME OR ☐ PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY.

[illegible]

SAN FRANCISCO, CA

 GARY Q. DE ABE
Commissioner # 1434373
Hawaii Public - California
San Francisco County
My Comm. Expires Oct 7, 2007

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE COUNTY
RECORDER OF YUBA COUNTY AT THE REQUEST OF MURRAY SMITH &
ASSOCIATES IN BOOK 77 OF MAPS, AT PAGE 31
THIS 13 DAY OF December 2004 1 34 MINUTES PAST P.M.

I HEREBY STATE THAT I HAVE RECEIVED A CERTIFICATE FROM THE YUBA COUNTY TAX COLLECTOR STATING ANY AND ALL PAYMENTS OR DEPOSITS REQUIRED BY SECTIONS 66492 AND 66493 OF THE GOVERNMENT CODE HAVE BEEN MADE

FILE NO: 2004 E-003924

TERRY A. HANSEN
 YUBA COUNTY RECORDER
 BY: S. Hall
 DEPUTY
 FEE: \$ 18.00

— 1906

ADDITIONAL INFORMATION DOCUMENT, CONTAINING CERTIFICATE,
DOCUMENTS, ACKNOWLEDGMENTS FOR TM 2003-006 BEING
CONCURRENTLY FILED AT DOCUMENT NO. 2004R003923
OFFICIAL RECORDS OF YUBA COUNTY.

I HEREBY CERTIFY THAT THE SURVEY AND PLAT OF TRACT MAP NO. 3003-006 OF MOOSEHEAD UNIT NO. 1, MADE UNDER MY DIRECTION IN NOVEMBER, 2003 IS TRUE AND COMPLETE AS SHOWN; THAT MONUMENTS OF THE EXTERIOR BOUNDARY HAVE BEEN FOUND OR SET AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RE-TRACED. INTERIOR MONUMENTS AS SHOWN WILL BE SET WITHIN SIXTY (60) DAYS FROM DATE OF ACCEPTANCE OF STREET IMPROVEMENTS.

DATE: 1-26-00

Michael S. Costa
MICHAEL S. COSTA LS 5600



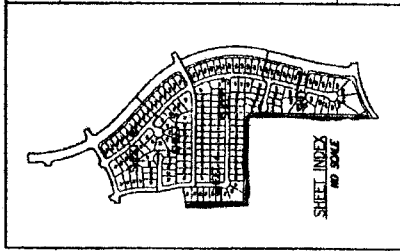
THIS MAP HAS BEEN EXAMINED BY ME AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT. I HEREBY STATE THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

2/13/2004
 Gary T. Lapinotti
 GARY T. LAPINOTTI LS 3634
 COUNTY SURVEYOR - YUBA COUNTY
 (LICENSE EXPIRES 6/30/04)



A PRELIMINARY SOILS REPORT IS ON FILE AT THE YUBA COUNTY PUBLIC WORKS DEPARTMENT AND THE YUBA COUNTY BUILDING DEPARTMENT.

AREA IN SUBDIVISION: 39.450 ACRES
AREA IN LOTS "A", "B", "C", AND "D": 2.892 ACRES
AREA IN LOTS 1-15B: 25.873 ACRES
AREA OF ROADS: 10.778 ACRES



VICINITY MAP

NO SCALE

Cert.icate of Correction
Recorded 2/5/05 2005R-002497

77.22

A.P. No. 022-083-032, Lot D
Tract Map No. TM 2003-006
Woodside Village Unit 1

Recorded at the Request of and:
When Recorded Return To:

Yuba County Surveyor
Department of Public Works
915 8th Street, Suite 125
Marysville, CA 95901

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ None
R&T Code § 11911, Value does not
exceed \$100.00

QUITCLAIM DEED

The COUNTY OF YUBA,
a political subdivision of the State of California

hereby **REMISES, RELEASES AND FOREVER QUITCLAIMS**
to **Cresleigh Homes Corporation, a California Corporation**

**All that real property situate in the unincorporated area of the County of Yuba, State of California,
described as follows:**

**Lot D as shown on that certain map entitled Tract Map 2003-006 of Woodside Village Unit 1, filed
March 5, 2004, in book 77 of Maps at page 22 in the office of the Yuba County Recorder.**

Dated this 15th day of November 2011.

County of Yuba

By: _____
Roger Abe, Chairman
Yuba County Board of Supervisors

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

By: _____

A.P. No. 022-183-088, Lot B
022-170-001, Lot A
Tract Map No. TM 99-585
Plumas Ranch Village 5

Recorded at the Request of and:
When Recorded Return To:

Yuba County Surveyor
Department of Public Works
915 8th Street, Suite 125
Marysville, CA 95901

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ None
R&T Code § 11911, Value does not
exceed \$100.00

QUITCLAIM DEED

The COUNTY OF YUBA,
a political subdivision of the State of California

hereby **REMISES, RELEASES AND FOREVER QUITCLAIMS**
to **Cresleigh Homes Corporation, a California Corporation**

**All that real property situate in the unincorporated area of the County of Yuba, State of California,
described as follows:**

**Lot A and Lot B as shown on that certain map entitled Tract Map 99-585 of Plumas Ranch Village
5, filed March 4, 2005, in book 82 of Maps at page 12 in the office of the Yuba County Recorder.**

Dated this 15th day of November 2011.

County of Yuba

By: _____
**Roger Abe, Chairman
Yuba County Board of Supervisors**

**ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors**

By: _____



THE COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BENDORF
COUNTY ADMINISTRATOR
DIRECTOR OES

SCOTT BRYAN
EMERGENCY OPERATIONS
MANAGER

498-11

BOARD MEMO

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager 
Office of Emergency Services/CAO

Re: FY 2011 Emergency Management Performance Grant (EMPG)

Date: November 15, 2011

Recommendation:

Adopt resolution authorizing the Director of Emergency Services to execute and submit an application for the FY 2011 EMPG and follow through hereon.

Background/Discussion:

The EMPG is an annual pass thru grant intended to support comprehensive emergency management at the state, tribal and local levels to encourage the improvement of mitigation, preparedness, response and recovery for all hazards.

Committee Action:

There was no committee action due to the routine nature of the request.

Fiscal Impact:

The EMPG has a dollar for dollar cost sharing or in-kind match requirement, in the amount of \$138,461. The match will not have a further affect on the General Fund, as the existing OES budget is used to meet the match requirement.

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

IN REFERENCE TO:

SIGNATURE RESOLUTION AUTHORIZING)	RESOLUTION NO.
THE COUNTY DIRECTOR OF EMERGENCY)	
SERVICES TO SUBMIT AN APPLICATION)	
FOR THE FY 2011 EMERGENCY)	
MANAGEMENT PERFORMANCE GRANT)	
AND EXECUTE DOCUMENTS AS NEEDED TO)	
<u>OBTAIN AND ADMINISTER GRANT FUNDING</u>)	

WHEREAS, it is in the best interest of the citizens of the County of Yuba to be protected from the threat of terrorism and to obtain federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for that purpose.

WHEREAS, the Emergency Management Performance Grant (EMPG) is to support comprehensive emergency management at the local level. The funds will support activities that contribute to the capability to prevent, prepare for, militate against, respond to and recover from emergencies and disasters.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Emergency Services is hereby authorized to submit and execute a grant application, for and on behalf of the County of Yuba, a political subdivision established under the laws of the State of California, and to execute other necessary documents, subject to approval by County Counsel, to obtain funds once the grant is awarded to the County of Yuba under the FY 2011 Emergency Management Performance Grant.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, as follows: That the Chairman is hereby authorized to accept and make budget transfers of funds for the term of the grant agreement.

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Yuba, State of California, at the regular meeting thereof on the _____, day of _____ 2011, by the following vote:

AYES:

NOES:

ABSENT:

Roger Abe
Chairman

ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM

Maria Bryant Pellard
Angil Morris-Jones
COUNTY COUNSEL

The County of Yuba

499-11



Office of the County Administrator

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

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

Date: November 15, 2011
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB/GR*
By: Grace Mull, Management Analyst
Re: Amendment to Public Defender Services Contract

Recommendation

Board of Supervisors approve and authorize Chairman to sign amendment to the Public Defender Services contract with Benjamin Wirtschafter.

Background

Yuba County's AB 109 Implementation plan, approved on September 27, 2011, includes a provision for Public Defender services. The services are related to designing alternative sentencing strategies, identifying clients who are eligible for programs under AB 109, and legal representation associated with revocation proceedings involving defendants subject to state parole. The funding source for the services is Realignment 2011.

Discussion

Per California Government Code, the monies in the District Attorney and Public Defender Realignment 2011 Account shall be used exclusively to fund costs associated with revocation proceedings involving persons subject to state parole and the Post-release Community Supervision Act of 2011. The monies shall be allocated equally by the county or city to the District Attorney's Office and County Public Defender's Office.

The Auditor-Controller's Office has set up a process to account for Realignment 2011 funding and has established accounts for all of the participants including the District Attorney and Public Defender. The amendment to the Public Defender Services contract includes the new mandated services, funding mechanism, and reporting associated with AB 109.

Committee

This item did not go to Committee as it is a function of the AB 109 implementation plan that was previously approved by the Board on September 27, 2011.

Fiscal Impact

There is no general fund impact associated with this item as the funding to support this amendment is provided by the State through Realignment 2011. The combined allocation estimate for the District Attorney/Public Defender for FY 2011/12 is approximately \$36,000.

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

WHEREAS, County and Attorney desire to amend the existing contract providing for legal representation of indigent persons in the County of Yuba.

NOW, THEREFORE, County and Attorney amend the existing contract in the following respects:

1. Paragraph 4.0 is amended to add item (e) "Legal representation associated with revocation proceedings involving persons subject to state parole, pursuant to paragraph (3) of subdivision (c) of Section 30027 of the Government Code."
2. Paragraph 9.0 is amended to add item (f) "County will forward to Public Defender 50% of payments received for the District Attorney/Public Defender from the State of California for services identified as legal representation associated with revocation proceedings identified in Paragraph 4.0 (e)."
3. Paragraph 11.0 is amended to revise last sentence "In addition, Attorney shall submit a monthly report to the County Administrator providing for the number of new assignments or appointments, cases closed that month, conflicts, revocation proceedings involving persons subject to state parole, amounts received for AB 109, and SB 90 cases."
4. This amendment is made this _____ day of _____, 2011 by and between the County of Yuba and Attorney.
5. Except as inconsistent herewith, the existing contract is ratified and incorporated herein by reference.

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

ATTEST

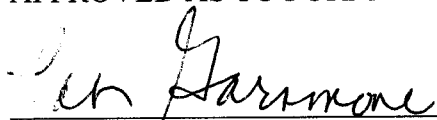
COUNTY OF YUBA

Donna Stottlemeyer,
Clerk of the Board of Supervisors

Roger Abe, Chairman
Board of Supervisors

APPROVED AS TO FORM

ATTORNEY



Angil Morris-Jones,
County Counsel



Benjamin Wirtschafter

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



ROBERT BENDORF
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

500-11

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB/Bn*
RE: Extend Limited-Term Employment for the Assistant Auditor-Controller
DATE: November 15, 2011

RECOMMENDATION

It is recommended that the Board of Supervisors consider extending employment for Richard Arrow, Assistant Auditor-Controller through December 31, 2011.

BACKGROUND / DISCUSSION

On June 28, 2011, the Board of Supervisors approved a request by the Auditor-Controller to extend the limited term position of Assistant Auditor-Controller through October 31, 2011. The purpose of the request was to assist the Auditor-Controller with the closing of FY 2010-2011, begin the end of year legally mandated audit and completion of several mandated reports required by the State of California.

The audit related functions that need to be completed require direct oversight from someone familiar with the Auditor-Controller's Office and requirements that meet State and Federal laws and guidelines. Mr. Arrow has coordinated this task for the last couple of years on behalf of the Auditor-Controller.

During a recent discussion with Mr. Sellers, he expressed a need for Mr. Arrow to continue in his current role.

FISCAL IMPACT

The total salary and benefit cost from July 1st through December 31st should not exceed \$66,000 (salary and benefits at current pay rate). While not budgeted for FY 2011-2012, if the Board approves the extension of employment for the Assistant Auditor-Controller the proper adjustment to the budget can be performed at mid-year.

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The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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




501-11

**Joseph W. Cassady, D.O.,
Health Officer**

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: 
Suzanne Nobles, Director
Health and Human Services Department

DATE: November 15, 2011

SUBJECT: Memorandum of Understanding (MOU) with Sutter-Yuba Mental Health Services for the Provision of Mental Health Services for California Work Opportunity and Responsibility to Kids (CalWORKs) Participants

RECOMMENDATION: Board of Supervisors approval of the MOU between Yuba County, on behalf of its Health and Human Services Department, and Sutter-Yuba Mental Health for the provision of mental health services for California Work Opportunity and Responsibility to Kids (CalWORKs) participants not to exceed \$404,536.00 for the three year term of July 1, 2011 through June 30, 2014 (\$134,457.00 for FY 2011/12; \$134,420.00 for FY 2012/13; and \$135,659.00 for FY 2013/14) is recommended.

BACKGROUND: Since July 1, 1999, Yuba County has entered into an MOU with Sutter-Yuba Mental Health Services to provide mental health treatment services to CalWORKs recipients to assist these families in the elimination of barriers to self-sufficiency. This is a renewal of that MOU.

DISCUSSION: The Health and Human Services Department is required to provide oversight for the CalWORKs program for the purpose of assisting families to achieve self-sufficiency through employment and to assist in the elimination of barriers to employment faced by recipients of CalWORKs. The MOU with Sutter-Yuba Mental Health Services provides assessment services, workshops, and counseling services for the treatment of mental illness to assist CalWORKs families in achieving self-sufficiency.

COMMITTEE: The Human Services Committee recommended approval on November 1, 2011.

FISCAL IMPACT: Approval of this MOU will not impact County Funds. The services provided under this MOU are funded through federal and state dollars through the CalWORKs program.

**MEMORANDUM OF UNDERSTANDING BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND SUTTER-YUBA MENTAL HEALTH SERVICES**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2011, by and between Yuba County Health and Human Services Department (hereafter "YCHHSD") and Sutter-Yuba Mental Health Services (hereafter "MENTAL HEALTH") for the provision of mental health services for the California Work Opportunity and Responsibility for Kids program (hereafter "CalWORKs").

RECITALS

WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. MENTAL HEALTH is a Bi-County Program operated jointly by Yuba and Sutter Counties and overseen by Sutter County; and
- c. YCHHSD is responsible for administering public assistance programs implemented pursuant to Welfare and Institutions Section 11200 (hereafter "CalWORKs"); and
- d. MENTAL HEALTH has the responsibility, the experience and the expertise to provide services to, and otherwise assist the mentally ill.

THEREFORE, YCHHSD and MENTAL HEALTH hereto mutually agree as follows:

1. TERM

Commencement Date: July 1, 2011

Termination Date: June 30, 2014

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of this MOU shall be automatically extended for ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a twenty (20) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow YCHHSD time in which to complete a renewal agreement for MENTAL HEALTH and YCHHSD approval.

MENTAL HEALTH understands and agrees that there is no representation, implication, or understanding that the services provided by MENTAL HEALTH pursuant to this MOU will be purchased by YCHHSD under a new agreement following expiration or termination of this MOU, and MENTAL HEALTH waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from MENTAL HEALTH.

2. DESIGNATED REPRESENTATIVES

Suzanne Nobles is the representative of YCHHSD and will administer this Agreement for YCHHSD. Bradford Luz is the authorized representative for MENTAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. YCHHSD DUTIES AND RESPONSIBILITIES.

YCHHSD STAFF shall:

- a. Establish a range of desirable outcomes to provide direction to the Mental Health Therapist for services that remove barriers or obstacles to employment and/or provide a safe home for children.
- b. Identify those CalWORKs clients to be referred for a mental health assessment and initiate referrals to the Mental Health Therapist.
- c. Participate on a Family Self-Sufficiency Team (FSST) to determine appropriate course of treatment for CalWORKs participants determined to have mental health problems.
- d. Refer, or approve the referral of, CalWORKs clients to treatment services based upon the recommendations made by MENTAL HEALTH staff.
- e. Make scheduled home visits to monitor the family's progress in meeting the objectives of their welfare-to-work plan.

4. MENTAL HEALTH SERVICES AND DUTIES.

MENTAL HEALTH shall provide the following services in the home and/or in the YCHHSD office depending upon the client's needs:

- a. Receive referrals from CalWORKs staff or other agencies that may become aware of CalWORKs clients whose behavior indicates a family member(s) may have a mental health problem.
- b. Schedule appointments and complete appropriate assessment screenings.

- c. Within five (5) working days from the assessment screening, make recommendations for treatment services to CalWORKs staff via the Behavioral Health Report.
- d. Participate in collaborative case staffing with CalWORKs staff, Substance Abuse Counselors and other agencies whenever appropriate, to develop recommendations designed to meet the objectives in the welfare-to-work plan which are appropriate for the participant.
- e. Monitor the CalWORKs client's attendance and compliance with the mental health treatment plan and, within two (2) working days, notify CalWORKs staff via the Behavioral Health Report if the client fails to comply with his/her treatment program.
- f. Provide services to CalWORKs clients as appropriate, which shall include:
 - 1) Clinical and risk assessments
 - 2) Case planning
 - 3) Counseling, including individual and/or group counseling, parent education, crisis resolution and mental health evaluation and treatment, including co-occurring substance abuse and mental health disorders.
- g. Ensure Mental Health Therapist staff collaborate and share the responsibility with Substance Abuse Intervention Counselor staff on case planning for CalWORKs clients determined to have dual diagnosis.
- h. Provide a treatment model consisting of three possible levels of intervention:
 - 1) Level I: Skills for Change:
Weekly educational and skills enhancement workshops, or other support group meetings addressing such topics as relapse, life skills, parenting, behavioral modification, etc.
 - 2) Level II: Outpatient Treatment:
A combination of individual counseling, structured psychotherapeutic treatment groups with specific targeted goals and expectations and/or family counseling.
 - 3) Level III: Psychiatric Mental Health Services:
Psychiatric treatment services provided at MENTAL HEALTH.
- i. Perform the following additional duties, as needed:

- 1) Act as liaison between MENTAL HEALTH and YCHHSD.
 - 2) If indicated, refer for evaluation for treatment with psychotropic medication by a psychiatrist in a timely fashion.
 - 3) Coordinate and assist with clients needing hospitalization.
 - 4) Assist in securing past mental health records of clients, with an appropriate signed release of information form.
 - 5) Provide written documentation of services rendered, including professional opinions, with an appropriate signed release for the client, and within the scope of Specialty Mental Health Services as defined by MENTAL HEALTH.
- j. MENTAL HEALTH staff assigned to YCHHSD shall meet regularly with their Mental Health supervisor to facilitate the therapist's professional development, to problem-solve issues as they arise, to review cases, and to insure compliance with the policies and procedures of MENTAL HEALTH.
- k. Complete a monthly Mental Health Statistical Report (Attachment A) and submit the report to the CalWORKs Program Manager by the 20th of the month following the provision of services. MENTAL HEALTH understands and agrees that payment for services will be withheld until the completed monthly Mental Health Services Statistical Report is provided.

5. FISCAL PROVISIONS

- a. MENTAL HEALTH shall submit a detailed invoice for payment in a format consistent with that as shown in Attachment B – Invoice Format, no later than the twentieth (20th) day of the month following the provision of services. Each invoice submitted shall be for the salary and benefits of the Mental Health Therapist(s) providing services to the CalWORKs program for the invoiced period. An invoice for July of each year of this MOU shall report the total amount of sick leave and vacation that will be accrued (shown as available) during the term of this MOU, the number of hours and type of paid leave used during the period invoiced, and the balance of paid leave remaining.
- 1) MENTAL HEALTH shall submit a quarterly detailed report of the actual services provided in the previous quarter in November, February, May and August of each year.
 - 2) MENTAL HEALTH will submit an estimated invoice for June services of each year in this MOU no later than June 10th of that year. A final invoice,

including back-up documentation for services actually provided in June 2014, shall be submitted no later than July 20, 2014.

- b. Upon receipt of proper claims, YCHHSD agrees to reimburse MENTAL HEALTH for the actual costs of the salaries and benefits paid by MENTAL HEALTH for the Mental Health Therapist that provided services pursuant to this MOU up to the maximum amount specified by the fee schedule below. It is understood by both parties that the actual costs of salaries and benefits of the Mental Health Therapist to be reimbursed by YCHHSD to MENTAL HEALTH may include paid leave, provided that such leave was accrued during the term of this MOU. However, under no circumstances shall YCHHSD reimburse MENTAL HEALTH the cost of salary and/or benefits for a Mental Health Therapist on non-paid leave.
- c. YCHHSD further agrees to reimburse MENTAL HEALTH for administrative costs up to the maximum amount specified by the fee schedule below and based upon fifteen (15) percent of the actual salaries and benefits claimed. In no event shall the amount invoiced for administrative costs by MENTAL HEALTH and paid for by YCHHSD exceed fifteen (15) percent of the actual salaries and benefits claimed for the invoice period.
- d. YCHHSD shall pay MENTAL HEALTH a maximum amount not to exceed \$404,536 (Four Hundred Four Thousand, Five Hundred and Thirty-Six Dollars) in accordance with the following schedule:

Fiscal Year	Staffing	Salary & Benefits	15% Admin	Total
2011/12	Mental Health Therapist (1FTE)	\$116,919	\$17,538	\$134,457
2012/13	Mental Health Therapist (1FTE)	\$116,887	\$17,533	\$134,420
2013/14	Mental Health Therapist (1FTE)	\$117,964	\$17,695	\$135,659
TOTAL COSTS OF PURCHASE OF SERVICE				\$404,536

- e. The maximum reimbursement from YCHHSD to MENTAL HEALTH in accordance with this schedule shall be \$404,536 (Four Hundred Four Thousand, Five Hundred and Thirty-Six Dollars). In no event will YCHHSD reimburse MENTAL HEALTH more than the actual costs of salary and benefits paid plus 15 percent administrative fees.
- f. YCHHSD agrees to provide standard workspace and furniture, office supplies, phone, use of copier, access to computer with standard software,

and use of county vehicle for home visitation to MENTAL HEALTH staff stationed at YCHHSD's Human Services Division for the purpose of provision of services under this Agreement.

- g. Services performed by MENTAL HEALTH and not authorized in this MOU shall not be paid for by YCHHSD. Payment for additional services shall be made to MENTAL HEALTH by YCHHSD if, and only if, this MOU is amended by both parties in advance of performing additional services and the amendment is approved by both the Yuba and Sutter Boards of Supervisors.
- h. This MOU is valid and enforceable only if sufficient funds are made available to YCHHSD and to MENTAL HEALTH from state and federal sources for the purpose of this program. In addition, this MOU is subject to any additional restrictions or conditions enacted by Congressional or Legislative process, which affect the provision or terms of this MOU in any manner.
- i. YCHHSD shall be held harmless from any State disallowance resulting from payments made to MENTAL HEALTH pursuant to this MOU. If MENTAL HEALTH has received payments, it shall be liable for any State disallowance made with respect to those payments. MENTAL HEALTH shall reimburse the YCHHSD for any such disallowance in the manner authorized by applicable laws and regulations.

6. GENERAL PROVISIONS

- a. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of both parties.
- b. This MOU may be terminated by either party upon thirty (30) days written notice.
- c. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of six (6) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited six (6) year period.
- d. MENTAL HEALTH agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.
- e. MENTAL HEALTH warrants that it is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.)

and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. MENTAL HEALTH agrees that its employees will execute appropriate certifications relating to reporting requirements.

- f. MENTAL HEALTH warrants that it is knowledgeable of the provision of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. MENTAL HEALTH agrees that its employees will execute appropriate certifications.
- g. MENTAL HEALTH agrees that its performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba, the State of California, and the United States government.
- h. This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

8. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided. Notices shall be addressed as follows:

If to YCHHSD:

Suzanne Nobles, Director
Yuba County Health and
Human Services Department
5730 Packard Ave., Ste 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th St., Suite 111
Marysville, CA 95901

If to MENTAL HEALTH:

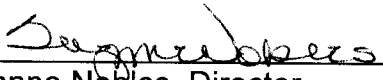
Bradford Luz,
Assistant Director for Mental Health
Sutter-Yuba Mental Health
1965 Live Oak Blvd, Suite A
P.O. Box 1520
Yuba City, CA 95992

With a copy to:

County Counsel
County of Sutter
1160 Civic Center Drive, Suite C
Yuba City, CA 95993


IN WITNESS WHEREOF, this MOU has been executed as follows:

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: 
Suzanne Nobles, Director

Date: 9/23/11

INSURANCE PROVISIONS APPROVED


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:


ANGIL P. MORRIS-JONES
YUBA COUNTY COUNSEL

YUBA COUNTY BOARD OF
SUPERVISORS

ATTEST: DONNA STOTTLEMEYER
YUBA COUNTY CLERK OF THE BOARD

_____- Chair (Date)

SUTTER-YUBA MENTAL HEALTH SERVICES

By: 
Brad Luz, Ph.D., Assistant Director
Human Services - Mental Health

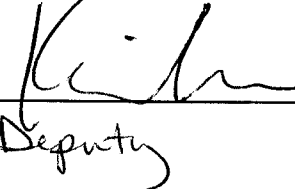
Date: October 3, 2011

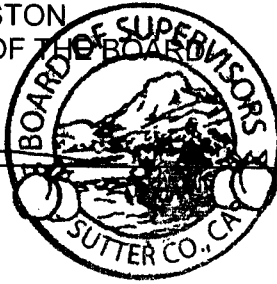
SUTTER COUNTY BOARD OF SUPERVISORS

By: 
James Gallagher, Chairman

Date: Oct. 11, 2011

ATTEST: DONNA M. JOHNSTON
SUTTER COUNTY CLERK OF THE BOARD

By: 
Deputy



APPROVED AS TO FORM
SUTTER COUNTY COUNSEL

By: Marc Hutterley, Attorney-at-Law

ATTACHMENT A
YUBA MENTAL HEALTH MONTHLY STATISTICAL REPORT
for
MENTAL HEALTH SERVICES

REPORT MONTH: _____
 (Month/Year)

	CalWORKs
1. Total unduplicated number of referrals received during Report Month	
2. Total number of assessments completed during the Report Month.	
3. Total Number recommended for treatment	
4. Total number referred to Sutter-Yuba Mental Health Department for: <input type="checkbox"/> Counseling <input type="checkbox"/> Psychotropic Meds	_____ _____
5. Total number referred to Private Provider	
6. Total number receiving treatment	
7. Total number of counseling hours provided in the: <input type="checkbox"/> Home <input type="checkbox"/> Office	_____ _____
8. Types and numbers of educational and skills workshops or support group meetings conducted: _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
8. Caseload Activity Summary: <ul style="list-style-type: none"> Total number of active cases at beginning of Report Month (Contact of at least once a month) Total number of new cases added during the Report month Total number of cases closed during the Report Month Total number of active cases at the end of the Report Month (A plus B minus C equals D) 	_____ _____ _____ _____

Contact Person _____

Title _____

Date _____

**ATTACHMENT B
INVOICE FORMAT**

Contractor: _____		Contact: _____		
Address: _____		Phone #: _____		
Report Period: _____		to _____		
Services To CalWORKs Program:				
Personnel	# of Positions	Salary	Benefits	Total
Mental Health Therapist	1 FTE			
Sick Leave / Vacation	Available	Used	Balance	
Sick Leave				
Vacation				
Travel				
Administration (15% of Sal. & Ben.)				
Contract Services				
GRAND TOTAL				\$

Certification:

I certify that this invoice is in all respects true and correct, that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the contract, that payment has not been previously received for the amount invoiced herein.

Authorized Signature

Date

Mail Invoice to:
Yuba County Health and
Human Services Department
Attn: Fiscal Division
P.O. Box 2320
Marysville, CA 95901

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5424

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

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

PLANNING
749-5470 • Fax 749-5434

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

502-11

Date: November 15, 2011

To: Yuba County Board of Supervisors

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

Subject: Request to increase the Yuba County Library's revolving cash fund from twenty-five dollars (\$25) to two-hundred dollars (\$200)

Recommendation:

Adopt the attached resolution authorizing the Yuba County Library to increase the revolving cash fund from twenty-five dollars (\$25) to two-hundred dollars (\$200).

Background:

The Yuba County Library currently maintains a revolving cash fund of \$25 for making change for customers. Staff is unable to sustain the demand for change because of the number of daily transactions with Library patrons. On busy days when change is depleted, Staff must go offsite to acquire change for customers. With limited staff, this solution is no longer feasible.

Discussion:

Aside from the daily demand for change from transactions, two new print solution stations are being installed to provide patrons with printing services. These two stations will allow patrons to pay for their printing at the stations, instead of the Library counter. These stations will need change installed to be fully operational. The demand for change and the installation of two new print solution stations require increasing the revolving cash fund to two-hundred dollars (\$200). The attached resolution is required for further implementation of the Library computer station expansion. An increase in the revolving cash fund has been discussed with the Auditor-Controller.

Committee Action:

This item was previously discussed with the Board as part of the Library computer expansion.

Fiscal Impact:

Funds for increasing the revolving cash fund are within the Library's budget.

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

**RESOLUTION INCREASING THE)
REVOLVING CASH FUND FOR THE)
YUBA COUNTY LIBRARY FROM)
TWENTY-FIVE DOLLARS TO)
TWO-HUNDRED DOLLARS)**

RESOLUTION NO. _____

WHEREAS, Title 3, Division 3, Chapter 2, Article 2, commencing with section 29320, of the California Government Code authorizes the Board of Supervisors to establish a revolving cash fund for the use of any officer of the County; and

WHEREAS, the Board of Supervisors previously established a revolving cash fund for use by the Yuba County Library in the amount of Twenty-Five Dollars (\$25.00) to be used for making change when necessary in carrying out the official duties of the Library; and

WHEREAS, the interim Library Director has requested that the revolving cash fund be increased to the amount of Two Hundred Dollars (\$200.00) to increase efficiency and customer service at the Library; and

WHEREAS, the request for the increase coincides with the expansion of the computer stations and printing services provided to the public; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby increases the Yuba County Library revolving cash fund to an amount not to exceed two-hundred dollars (\$200). The revolving cash fund shall be administered according to and subject to the conditions set forth in Government Code sections 29320, et seq.

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:

ABSTAIN:

CHAIR

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



The County Of Yuba

PROBATION DEPARTMENT

JAMES L. ARNOLD
CHIEF PROBATION OFFICER



503-11

(530) 749-7550
FAX (530) 749-7364

TO: Board of Supervisors

FROM: James L. Arnold, Chief Probation Officer

JA

SUBJECT: Adopt a Resolution authorizing the Chief Probation Officer of Yuba County to enter into future Memorandum of Understandings between the Yuba County Probation Department and Sutter-Yuba Mental Health Services and to Authorize the Chairman to renew the current Memorandum of Understanding for services at the Maxine Singer Youth Guidance Center

DATE: November 15, 2011

RECOMMENDATION:

It is recommended that your Board Adopt a Resolution authorizing the Chief Probation Officer of Yuba County to enter into future Memorandum of Understandings between Yuba County Probation Department and Sutter-Yuba Mental Health Services and to authorize the Chairman to execute the current Memorandum of Understanding to provide services to out of county minors placed at the Maxine Singer Youth Guidance Center.

BACKGROUND:

Yuba County currently has Ward Housing Agreements with Amador, Calaveras, Colusa, Placer and Tuolumne Counties. These agreements provide for housing and services to minors at the Maxine Singer Youth Guidance Center (Camp Singer). Sutter-Yuba Mental Health Services (SYMh) provides a therapist to the Camp Singer program. This agreement provides for reimbursement of cost associated with these services by SYMH for minors who are not residents of Yuba or Sutter County.

DISCUSSION:

The agreement now before your Board is an extension of an agreement initiated in July, 2006. No significant modifications to the original agreement have been made. This agreement would extend the period of service to June 30, 2014. The services provided through SYMH have been a critical element in the overall success of the Camp Singer program.

COMMITTEE ACTION:

This requires no committee action as it has been an ongoing agreement since 2006.

FISCAL IMPACT:

No general fund expenditures are included in this request. Yuba County receives revenue from the placement of out of county wards in the Camp Singer program. Through this agreement a portion of that revenue will reimburse SYMH for the services they provide to those wards.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE CHIEF
PROBATION OFFICER OF YUBA COUNTY
TO ENTER INTO MEMORANDUM OF
UNDERSTANDING WITH SUTTER YUBA
MENTAL HEALTH FOR MENTAL HEALTH
SERVICES FOR OUT OF COUNTY RESIDENTS
HOUSED AT THE MAXINE SINGER YOUTH
GUIDANCE CENTER

RESOLUTION NO.: _____

WHEREAS, a need for mental health services exist for non county resident youth who are housed at the Maxine Singer Youth Guidance Center; and

WHEREAS, Sutter Yuba Mental Health Services is willing to provide mental health services to youth who are non county residents, but are housed at the Maxine Singer Youth Guidance Center; and

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors authorizes the Chief Probation Officer of Yuba County to enter into Memorandum of Understandings with Sutter Yuba Mental Health Services in the form of the Agreement attached hereto and incorporated herein by this reference as Exhibit A.

RESOLUTION NO:

Page Two

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:

CHAIRMAN

ATTEST:
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:



ANGIL MORRIS-JONES, COUNTY COUNSEL

By: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY PROBATION
AND
SUTTER-YUBA MENTAL HEALTH SERVICES**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2011, by and between the Yuba County Probation who operates Maxine Singer Youth Guidance Center, (hereafter "PROBATION") and Sutter-Yuba Mental Health Services (hereafter "MENTAL HEALTH") for the provision of mental health services to youth who are not residents of Sutter or Yuba County.

RECITALS

WHEREAS,

- a. The Yuba County Probation Department administers the Maxine Singer Youth Guidance Center (hereafter "CAMP");
- b. CAMP is a Bi-County Program operated jointly by Yuba and Sutter Counties and overseen by the Yuba County Board of Supervisors; and
- c. MENTAL HEALTH is a Bi-County Program operated jointly by Yuba and Sutter Counties and overseen by the Sutter County Board of Supervisors; and
- d. MENTAL HEALTH has the responsibility, the experience and the expertise to provide services to, and otherwise assist the mentally ill as well as those addicted to and/or abusing drugs or alcohol.

THEREFORE, PROBATION and MENTAL HEALTH hereto mutually agree as follows:

1. TERM

Commencement Date: July 1, 2011

Termination Date: June 30, 2014

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of this MOU shall be automatically extended for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow MENTAL HEALTH time in which to complete renewal agreement for MENTAL HEALTH and CAMP approval.

MENTAL HEALTH understands and agrees that there is no representation, implication, or understanding that the services provided by MENTAL HEALTH pursuant to this MOU will be purchased by PROBATION under a new agreement following expiration or termination of this MOU, and MENTAL HEALTH waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from MENTAL HEALTH.

2. DESIGNATED REPRESENTATIVES

The Superintendent of Institutions is the representative of PROBATION and will administer this Agreement for PROBATION. The Assistant Director of Human Services for Mental Health is the authorized representative for MENTAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. PROBATION DUTIES AND RESPONSIBILITIES

PROBATION STAFF shall:

Identify and provide incarceration and release dates for youth placed at CAMP that are not residents of Sutter or Yuba County on a monthly basis to MENTAL HEALTH.

4. MENTAL HEALTH SERVICES AND DUTIES

MENTAL HEALTH shall provide the following services at CAMP depending upon the client's needs:

Provide services to youth that are not residents of Sutter or Yuba County as appropriate, which shall include:

- 1) Clinical and risk assessments
- 2) Case planning
- 3) Counseling, including individual and/or group counseling, crisis resolution and mental health evaluation and treatment, including co-occurring substance abuse and mental health disorders.

4) Psychotropic Medication Management

5. FISCAL PROVISIONS

- 1) MENTAL HEALTH shall submit a detailed invoice for payment after completion of services, but no later than the thirty (30) days following the month of service.
- 2) Upon receipt of proper claims, PROBATION agrees to reimburse MENTAL HEALTH at the following rates:

MH Therapist/Substance Abuse Combined Daily Rate	\$ 18.30	per child
MH Therapist/Substance Abuse Combined Monthly Rate	\$ 549.00	per child
Psychiatrist Services:		
Evaluation	\$ 150.00	per initial evaluation
Completion of JV220 (only if meds. ordered)	\$ 150.00	per child
Follow-up Visit/Medication management	\$ 75.00	per visit

6. GENERAL PROVISIONS

- a. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of both parties.
- b. This MOU may be terminated by either party upon thirty (30) days written notice.
- c. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of six (6) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited six (6) year period.
- d. MENTAL HEALTH agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.
- e. This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

7. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be

conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided. Notices shall be addressed as follows:

If to PROBATION:
Chief Probation Officer
215 5th, Suite 154
Marysville, CA 95901

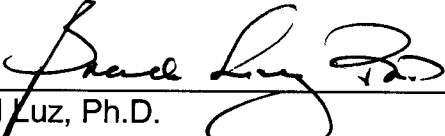
With a copy to:
County Counsel
County of Yuba
915 8th St., Suite 111
Marysville, CA 95901

If to MENTAL HEALTH:
Brad Luz, Director
Sutter-Yuba Mental Health
P. O. Box 1520
Yuba City, CA 95992


With a copy to:
County Counsel
County of Sutter
1160 Civic Center Dr.
Yuba City, CA 95991

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

SUTTER-YUBA MENTAL HEALTH SERVICES

By:  Date: 9/26/2011
Brad Luz, Ph.D.
Assistant Director Human Services Mental Health

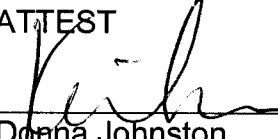
YUBA COUNTY PROBATION DEPARTMENT

By:  Date: 9/22/11
Jim Arnold
Yuba County Chief Probation Officer

SUTTER COUNTY BOARD OF SUPERVISORS


By:  Date: 10-4-11
Chair

ATTEST


Donna Johnston
Clerk - Deputy



APPROVED AS TO FORM


FOR: Ronald S. Erikson
County Counsel

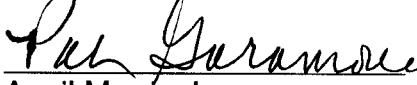
YUBA COUNTY BOARD OF SUPERVISORS

By: _____ Date: _____
Chair

ATTEST

Donna Stottlemeyer
Clerk

APPROVED AS TO FORM


Angil Morris-Jones
County Counsel

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Yuba County Sheriff's Department

Steven L. Durfor, Sheriff - Coroner

504-11

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

Ph: 530-749-7777 • Fax: 530-741-6445

NOVEMBER 15, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

RE: APPROPRIATION OF FUNDS – FY 2011-12 S.A.F.E. TEAM PROGRAM

RECOMMENDATION:

Approve the appropriation of funds for operating expenses and equipment in the amount of \$51,369 for the FY 2011/12 S.A.F.E. Team, Region III Program.

BACKGROUND:

The Office of Emergency Services, Law Enforcement and Victim Services Division, provides grant funding on an annual basis to the Northern California Region III (Sexual Assault Felony Enforcement (SAFE) Team, administered by the Shasta County Sheriff's Department. The Region III SAFE Team consists of 19 counties and law enforcement agencies, who work in a collaborative effort to investigate compliance of 290 registrants, and provide community education on Megan's Law. Yuba County Sheriff's Department's budget for 2010/11 was \$28,000, which allowed for a greater concentration on compliance sweeps.

Shasta County Sheriff's Department has applied for (on behalf of the Region III SAFE Team) and has been awarded additional funds for FY 2011/12, in the amount of \$615,769 for the continuation of this program. The Yuba County Sheriff's Department SAFE Team budget for the FY 2011/12 has been allocated at \$51,369. No local match of funds is required.

DISCUSSION:

The 2011/2012 funds have been budgeted to allow for a greater concentration on compliance sweeps, and provide more frequent public presentations raising public awareness concerning Megan's Law and 290 registrants in the community.

\$ 29,769	Overtime
\$ 6,500	Copier
\$ 2,500	Training
\$ 7,000	Software Maintenance
\$ 2,400	Communications
\$ 3,200	Office Expense
\$ 51,369	Total

FISCAL IMPACT:

No fiscal impact to the General Fund. The Shasta County Sheriff's Department serves as the Grant Administrator, and will reimburse the Yuba County Sheriff's Department for all budgeted expenses. The appropriate budget transfer forms are attached.

COMMITTEE ACTION:

None. Due to the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

D. Sellers

COUNTY OF YUBA

DATE: Oct 26 20 11

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

DEPARTMENT Sheriff-Coroner

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-0000-371-98-99		51,369
Misc Revenue		

ACCOUNT NO.	NAME	AMOUNT
108-2700-422-01-04	OT	29,769
108-2700-422-62-00	Fixed Assets	6,500
108-2700-422-29-00	Training	2,500
108-2700-422-12-00	Comm	2,400
108-2700-422-22-00	Ofc Exp	3,200
108-2700-422-23-00	Prof Serv	7,000

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

To appropriate funds for FY 2011-12 SAFE Team Region III Program

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

Signature

Date

Sheriff Financial Manager

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

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COUNTY

DEPARTMENTS

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

November 1, 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

PARKS AND RECREATION
749-5430 • Fax 749-5434

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: ACQUISITION OF REAL PROPERTY ON EAST SIDE OF POWERLINE ROAD, OLIVEHURST
(APN 014-010-016) FOR DRAINAGE IMPROVEMENTS

RECOMMENDATION:

- Adopt the attached resolution authorizing the Public Works Director to complete the purchase of APN 014-010-016 for \$80,000, including the execution of any necessary documents subject to County Counsel review.
- Approve the attached Purchase and Sale Agreement, and authorize the Chair to sign.
- Approve the attached Ag Lease allowing the current property owner (Jimmy Williams) to use the northern 2 acres of the property for a period of 10 years for storing/riding horses and authorize the Chair to sign.
- Adopt the attached budget amendment authorizing the use of drainage impact fee money (Trust 253) for the purchase.

BACKGROUND:

As your Board is aware, many areas in Olivehurst are prone to nuisance flooding due to poor drainage conditions and lack of infrastructure.

DISCUSSION:

The subject property is 6.8 acres in size, and is located on the east side of Powerline Road between Eighth Avenue and the southern boundary of Yuba Gardens School. The property is across the street from the recent drainage vault and pump station installed on Tenth Avenue to alleviate nuisance flooding. The subject property is the discharge point for pumping the nuisance water, which then continues southerly across the subject property and eventually under SR 70 to OPUD's Johnson Park Ditch.

We plan to improve the flowline of the existing drainage swale across the subject property to improve drainage capacity and may ultimately construct a shallow detention basin to further improve drainage conditions in the immediate area.

COMMITTEE ACTION:

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

FISCAL IMPACT:

\$88,000 from Trust 253 to cover the cost of acquisition, including title/escrow fees, and other miscellaneous costs such as weed abatement, if needed.

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

AUDITOR - CONTROLLER TRANSFER NO. _____

Deane

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

DATE: NOVEMBER 1 20 11

DEPARTMENT CDSA

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☒ **ESTIMATED REVENUE INCREASED**

☐ **APPROPRIATION DECREASED**

ACCOUNT NO.	NAME	AMOUNT
102-0000-371-9703		88,000
Local fees for construction		

☒ **APPROPRIATION INCREASED**

ACCOUNT NO.	NAME	AMOUNT
102-9100-431-4700		88,000
Right of Way		

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
xx253-0000-372-9903	88,000

FUNDS TO BE INCREASED:

FUND	AMOUNT
102-0000-371-9703	88,000

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: INCREASE BUDGET FOR PURCHASE OF APN 014-010-016 FOR DRAINAGE ~~IMPROVEMENTS~~ IMPROVEMENTS.

APPROVED:

☐ **AUDITOR - CONTROLLER**

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☐ **COUNTY ADMINISTRATOR:**

Signature

Date

TITLE

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

AUDITOR - CONTROLLER

Approved:

BOARD OF SUPERVISORS

Auditor/Controller, Dean E. Sellers

Clerk of the Board

Date

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

**RESOLUTION AUTHORIZING THE)
PURCHASE OF REAL PROPERTY)
(APN 014-010-016) FROM JIMMY WILLIAMS)
AND AUTHORIZING THE PUBLIC WORKS)
DIRECTOR TO EXECUTE ALL)
DOCUMENTS REQUIRED TO FINALIZE)
THE PURCHASE OF THE REAL PROPERTY)**

RESOLUTION NO. _____

WHEREAS, Jimmy Williams owns the real property located on the east side of Powerline Road from Eighth Avenue to the southern boundary of Yuba Gardens School, Olivehurst, California (APN 014-010-016), and said property is currently listed for sale; and

WHEREAS, the property will provide the land needed for certain drainage improvements contemplated by the Public Works Department; and

WHEREAS, the Board has previously approved the Public Works Director to make, and he has made, a purchase offer to the current owner of the property, which has been accepted; and

WHEREAS, purchase costs will be covered by drainage impact fee money from Trust Fund 253;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Public Works Director to consummate the purchase of APN 014-010-016, and execute any and all documents needed to complete the purchase/escrow, subject to County Counsel review and approval.

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

AYES:

NOES:

ABSENT:

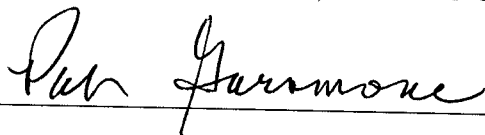
ABSTAIN:

Roger Abe, Chairman of the Board

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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

By: 

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of 2007 2 14, 2011, by and between Jimmy Williams ("Seller"), and the County of Yuba ("Purchaser").

Recitals

A. Seller owns certain real property located in Yuba County, California, APN 014-010-016.

B. Purchaser desires to purchase from Seller APN 014-010-016 in its entirety, which is more particularly described in Exhibit A attached hereto and incorporated herein (the "Real Property").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Purchase and Sale

(a) Seller agrees to sell the Real Property to Purchaser and Purchaser agrees to purchase the same from Seller on all of the terms, covenants, and conditions hereinafter set forth.

(b) Seller agrees to assign and transfer to Purchaser on the Closing Date (as defined below in Section 5 hereof), without additional consideration therefore, all of Seller's interest in all tangible and intangible property now or hereafter owned or held by Seller in connection with the Real Property. The Real Property and the Intangible Property are hereinafter collectively referred to as the "Property."

(c) Purchaser agrees to be responsible for all of its legal and/or realtor costs and to cover the Seller's legal and/or realtor costs up to \$2,400 associated with this purchase. In addition, Purchaser agrees to pay all title and escrow costs associated with this purchase.

(d) Purchaser agrees to allow Seller to continue to collect revenue from PG&E until July 31, 2012, for the existing temporary construction easement in place between Seller and PG&E.

Section 2. Purchase Price

The purchase price for the Property shall be \$80,000 (Eighty Thousand Dollars, the "Purchase Price"). There shall be no deposit. The entire Purchase Price shall be payable to Seller in cash on the Closing Date.

Section 3. Conditions Precedent

(a) Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent:

(i) Purchaser shall obtain a Preliminary Title Report as verification by Purchaser that no tenant or third party will hold any equity position or purchase option in the Property following the closing and demonstrating no easements restricting use of the property beyond those held by PG&E.

(ii) Purchaser and Seller enter into an agricultural lease agreement on a portion of the Property for a term of 10 years, wherein the Seller is allowed to utilize a portion of the Property for agricultural purposes consisting of storage of horses at a cost of \$1 per year charged by the Purchaser.

(iii) Seller signs a Permit to Enter wherein the Purchaser is allowed to construct and maintain drainage improvements prior to the Closing Date.

(iv) As of the Closing Date there shall have been no material adverse change in the condition of the Property or in any document, Laws and Restrictions (as defined below), contractual relations, or other circumstances affecting the Property previously approved by Purchaser.

(v) The fulfillment of each condition contained in Sections 4, 5, and 6 below.

(vi) The due performance by Seller of each and every covenant, undertaking, and agreement to be performed by Seller pursuant to this Agreement, the truth, in all material respects, of each representation and warranty made in this Agreement by Seller at the time made and on the Closing Date.

(b) At any time or times on or before the Closing Date, at Purchaser's election, Purchaser may waive any of the foregoing conditions by written notice to Seller. Purchaser's consent to the close of escrow pursuant to this Agreement shall waive all such conditions. No such waiver shall reduce the rights or remedies of Purchaser arising from any breach of any undertaking, agreement, covenant, warranty, or representation of Seller under this Agreement.

(c) In the event any of the foregoing conditions, or other conditions to this Agreement which are for the benefit of Purchaser, are not fulfilled or waived pursuant to Section 3(b) above, Purchaser, at its election by written notice to Seller, may terminate this Agreement and be released from all obligations under this Agreement. In the event of a termination, all documents deposited in escrow by Purchaser or Seller shall be returned to the depositing party.

Section 4. Conditions of Title

(a) Title to the Real Property shall be conveyed by Seller to Purchaser by a good and sufficient Grant Deed subject to no exceptions other than (i) the lien of local real property taxes and assessments not yet due or payable, and (ii) all exceptions to title set forth in a preliminary title report issued by North State Title Company (the "Title Company"), a copy of which is attached hereto as Exhibit B (the "Preliminary Title Report"), approved by Purchaser pursuant to Section 4(b) below (collectively, the "Conditions of Title").

(b) If Purchaser shall object to any exceptions to title stated in the Preliminary Title Report by written notice specifically listing the exception(s), and delivered to Seller within ten (10) days after Purchaser's receipt of the Preliminary Title Report, Seller shall use reasonable efforts to clear title to the Property of such exceptions. If the exceptions objected to by Purchaser cannot be removed by Seller within thirty (30) days after receipt of notice from the Purchaser, and Purchaser shall not waive its objections to title in writing within five (5) days thereafter, this Agreement shall be terminated and any money deposited by Purchaser shall be returned to Purchaser.

(c) Delivery of title in accordance with the foregoing shall be evidenced by the issuance by the Title Company, upon payment of its regularly scheduled premium at close of escrow, its standard ALTA extended coverage policy of title insurance, together with such endorsements as Purchaser may reasonably require, at Purchaser's cost, in the amount of the Purchase Price, showing title to the Real Property vested in Purchaser subject only to the Conditions of Title (the "Title Policy").

Section 5. Closing Date

The date for the close of escrow with respect to the purchase and sale of the Property is anticipated to be November 18, 2011, but shall be no later than Thirty (30) days following the date of satisfaction or waiver by the Purchaser of the conditions set forth in Section 3 above.

Section 6. Escrow and Closing

(a) Seller shall deposit or cause to be deposited into escrow with the Title Company on or before the Closing Date the following documents:

(i) A duly executed and acknowledged Grant Deed conveying the Real Property to Purchaser subject only to the Conditions of Title;

(ii) Either California Franchise Tax Board Form 593-C or 593-W regarding the withholding of California taxes on the sale of California real estate; and

(iii) Seller's written escrow instructions to close escrow in accordance with the terms of this Agreement.

(b) Purchaser shall deposit or cause to be deposited into escrow with the Title Company on or before the Closing Date the following funds and documents:

(i) Cash or other immediately available funds which are sufficient to close escrow (the "Seller's Funds");

(ii) Purchaser's written escrow instructions to close escrow in accordance with the terms of this Agreement.

(c) The Title Company shall close escrow when it is in a position to issue to Purchaser the Title Policy and has received all of the documents and funds listed in Sections 6(a) and 6(b) above. The Title Company shall close escrow by: (i) recording the executed Grant Deed; (ii) issuing the required title insurance to Purchaser; (iii) confirming the Seller has completed either a California Franchise Tax Board Form 593-C or 593-W regarding the withholding of California taxes on the sale of California real estate; and (iv) delivering to the Seller the proceeds of the Purchase Price after deduction of Seller's share of closing costs and adjustment for closing prorations as set forth below.

(d) Real property taxes and assessments, and all other items of income and expense, if any, shall be prorated as of the Closing Date. Seller shall pay all documentary and other transfer taxes imposed on account of the transfer of the Property to Purchaser, including without limitation any excise, income, sales, use or transaction taxes incurred in connection with the sale of the Property. All other closing costs shall be paid by the Purchaser. Right to possession of the Property shall transfer to Purchaser as of the close of escrow.

Section 7. Covenants, Warranties and Indemnification

(a) Seller's Express Representations and Warranties. In addition to the representations and warranties contained elsewhere in this Agreement, Seller hereby makes the following representations and warranties, each of which is material and being relied upon by Purchaser, is true in all respects as of the date of this Agreement, shall be true in all respects on the Closing Date, and shall survive the close of escrow:

(i) Seller has and will convey to Purchaser good, marketable, and insurable fee simple absolute title to the Real Property free and clear of all liens, claims, covenants, conditions, restrictions, rights of way, easements, options, licenses, judgments, and encumbrances of any kind, except the Conditions of Title. Without limiting the generality of the foregoing, there are no encroachments on the Real Property by adjoining property or improvements, and none of the easements, covenants, conditions, restrictions or other encumbrances included in the Conditions of Title has interfered with or will interfere with, or has been or will be breached by or as a result of, the proposed development, use, or operation of the Real Property. Nothing contained in the form of deed by which Seller conveys the Property to Purchaser shall limit this warranty.

(ii) The Real Property has free and complete legal access to public streets.

(iii) Seller has not undertaken any activity upon, or used, the Real Property in a manner for the storage or which will produce any hazardous or toxic waste, materials discharge, deposit, dumping or contamination, whether of soil, ground water or otherwise, which violates any Laws or Restrictions or requires reporting to any governmental authority. The Real Property does not contain, no activity upon the Real Property has produced, and the Real Property has not been used in any manner for the storage of, any hazardous or toxic waste, materials, discharge, deposit, dumping, or contamination, whether of soil, ground water or otherwise, which violates any Laws and Restrictions or requires reporting to any governmental authority and the Property does not contain underground tanks of any type.

(iv) There are no existing or, to the best of Seller's knowledge after diligent inquiry, proposed or contemplated eminent domain proceedings which would affect the Property in any way.

(v) There are no commitments to or agreements entered into by Seller with any federal, state, or local governmental authority or agency affecting the Property, which have not been disclosed to Purchaser by Seller in writing.

(vi) Neither this Agreement nor anything provided to be done under it, including, without limitation, the transfer, assignment, and sale of the Property contemplated by this Agreement, violates or shall violate any written or oral

contract, agreement or instrument to which Seller is a party or which affects the Property or any part of it.

(vii) None of the representations or warranties in this Agreement, nor any descriptive information concerning the Property set forth in this Agreement, nor any document, statement, certificate, schedule or other information furnished or to be furnished to Purchaser in connection with this Agreement contains, or will as of the Closing Date contain, any untrue statement of a material fact or omits, or will as of the Closing Date omit a material fact necessary to make the statements of facts contained therein not misleading.

(viii) Seller has not (A) made a general assignment for the benefit of creditors, (B) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (C) suffered the appointment of a receiver to take possession of substantially all, of Seller's assets, (D) suffered attachment or other judicial seizure of all, or substantially all, of Seller's assets, (E) admitted in writing its inability to pay its debts as they come due or (F) made an offer of settlement, extension or composition to its creditors generally.

(ix) Sellers are not a "foreign person" as defined in Internal Revenue Code Section 1445 and any related regulations.

(b) Seller's Express Covenants. In addition to covenants contained elsewhere in this Agreement, Seller covenants as follows:

(i) Purchaser shall have the right to enter, inspect, and test the Property, including the right to conduct soil-boring tests for soils conditions and hazardous waste, and to inspect all documents relating thereto from the date of this Agreement to the Closing Date.

(ii) Seller shall comply with all Laws and Restrictions concerning the Property from the date of this Agreement to the Closing Date.

(iii) Within three (3) days after the Execution Date, Seller shall deliver to Purchaser all documents and other items as set forth in this agreement.

(c) Seller's Indemnity. Seller agrees to indemnify and defend Purchaser against and hold Purchaser harmless from any and all claims, liabilities, losses, damages, costs and expenses, including, without limitation, all reasonable attorney's fees, asserted against or suffered by Purchaser resulting from (i) any breach by Seller of this Agreement, (ii) any liability or obligation of Seller which Purchaser is not required to assume under this Agreement or accruing prior to such assumption, or (iii) the untruth, inaccuracy or breach of any of the representations, warranties and covenants made by Seller pursuant to this Agreement.

Section 8. Notices

Any notices required to be given hereunder shall be given in writing and shall be served either personally or delivered by mail, postage prepaid, or by a courier and addressed to the following addresses:

To Sellers: Jimmy Williams
1639 Fifth Avenue
Olivehurst, CA 95961

To Purchaser: County of Yuba, Government Center
c/o Director of Community Development
915 8th Street, Suite 123
Marysville, CA 95901

With a copy to: County Counsel
County of Yuba , Government Center
915 8th Street Suite 111
Marysville, CA 95901

All notices shall be deemed received upon the earlier of actual receipt or three (3) business days following deposit in the U.S. mail, first-class postage prepaid, or with a courier.

Section 9. General Provisions.

(a) This Agreement, together with the exhibits hereto, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or other agreements are replaced in total by this Agreement and the exhibits hereto.

(b) Time is of the essence in the performance of the parties' respective obligations and the fulfillment of conditions contained herein.

(c) The obligations, covenants, warranties, and the remedies for breach of them, herein contained shall not merge with transfer of title but shall remain in effect until fulfilled.

(d) Seller shall not assign its right in this Agreement without the prior written consent of Purchaser. Purchaser shall have the right to assign its interest subject to the foregoing. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(e) Whenever and so often as requested to do so by each other, Seller and Purchaser shall promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in each party all rights, interests, powers, benefits, and representations.

(f) This Agreement shall be governed by the laws of the State of California.

(g) All money sums referred to herein or payable shall be payable in United States dollars.

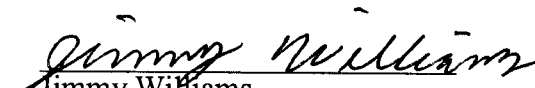
(h) The execution and delivery of this Agreement by Purchaser and Seller and the performance hereof and the transaction contemplated hereby have been duly authorized on the part of Purchaser and Seller, and the person or persons signatory to this Agreement on behalf of each party have all power and authority to execute the same and all other documents associated with this transaction. Each party shall deliver to the other on or before the Closing Date satisfactory evidence of such authorization and the valid and binding nature of this Agreement and the other documents executed or to be executed in connection with this transaction.

(i) This contract may be executed in one or more counterparts and all so executed shall constitute one contract, binding on all of the parties hereto, notwithstanding that all of the parties are not signatories to the same counterparts.

(j) The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER:


Jimmy Williams

PURCHASER:

Roger Abe, Chair
Yuba County Board of Supervisors

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

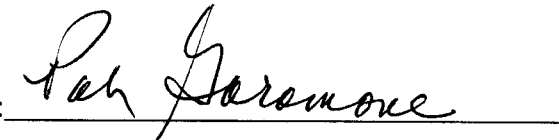
By: 

EXHIBIT A

All that certain real property situated in the unincorporated area of the County of Yuba, State of California, described as follows:

Beginning at the Southwest corner of Section 4, Township 14 North, Range 4 East, M.D.B.M; thence along the Southerly line of said Section 4, North $88^{\circ}23'07''$ East, 104.49 feet; thence leaving said Southerly line North $03^{\circ}44'00''$ West, 45.06 feet to a point distant 111.92 feet Westerly, measured radially from the "A1" line at Engineer's Station "A1" 413+95.13 of the Department of Public Works' Survey on Road 03-TUB-70, Post Mile 0.0/8.0; thence North $01^{\circ}06'31''$ East, 2791.63 feet; thence North $16^{\circ}27'12''$ West, 333.29 feet to a point in the Westerly line of said Section 4; thence along said Westerly line South $01^{\circ}06'31''$ West, 3159.25 feet to the point of beginning.

A.P.N. 014-010-016-000

EXHIBIT B

Preliminary Title Report



NORTH STATE TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

855 Harter Parkway, Suite 130
Yuba City, CA 95993
(530) 673-8841 Fax: (530) 673-5607

PRELIMINARY REPORT

COUNTY OF YUBA
915 8TH STREET, SUITE 123
MARYSVILLE, CA 95901

Our Order Number 4211005332-KG

Customer Reference WILLIAMS

When Replying Please Contact:

Kathryn Grossman
kgrossman@northstatetitle.com
(530) 673-8841

Buyer:

COUNTY OF YUBA

Property Address:

014-010-016, Olivehurst, CA 95961
[Unincorporated area of Yuba County]

In response to the above referenced application for a policy of title insurance, NORTH STATE TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 3, 2011, at 8:00 AM

NORTH STATE TITLE COMPANY

For Exceptions Shown or Referred to, See Attached

NORTH STATE TITLE COMPANY
ORDER NO. 4211005332-KG

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Jimmy Williams, an unmarried man

The land referred to in this Report is situated in the unincorporated area of the County of Yuba, State of California, and is described as follows:

Beginning at the Southwest corner of said Section 4; thence along the Southerly line of said Section 4, North 88° 23' 07" East, 104.49 feet; thence leaving said Southerly line North 03° 44' 00" West, 45.06 feet to a point distant 111.92 feet Westerly, measured radially from the "A1" line at Engineer's Station "A1" 413+95.13 of the Department of Public Works' Survey on Road 03-TUB-70, Post Mile 0.0/8.0; thence North 01° 06' 31" East, 2791.63 feet; thence North 16° 27' 12" West, 333.29 feet to a point in the Westerly line of said Section 4; thence along said Westerly line South 1° 06' 31" West 3159.25 feet to the point of beginning.

APN: 014-010-016-000

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2011 - 2012, as follows:

Assessor's Parcel No	:	014-010-016-000	
Bill No.	:	014010016000	
Code No.	:	064-114	
1st Installment	:	\$38.53	NOT Marked Paid
2nd Installment	:	\$38.53	NOT Marked Paid
Land Value	:	\$4,052.00	
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
3. Bonds or assessments, whether or not shown as existing liens by the records of any authority that levies assessments on real property, or by the public records, or included in the taxes shown or referred to herein.

NOTE: An examination of these matters is not being done at this time. Upon a specific request to do so, we will supplement this Preliminary Report accordingly.

NORTH STATE TITLE COMPANY
ORDER NO. 4211005332-KG

4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Great Western Power Company
For : Pole Line
Dated : June 2, 1908
Recorded : June 3, 1908 in Book 56 of Official Records, Page 571
Affects : Westerly portion of said property

And as modified by an instrument, executed by Pacific Gas and Electric Company, a California corporation, recorded May 10, 2000 in Official Records under Recorder's Serial Number 2000-4448.

5. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant Deed
Granted To : Sutter Southern Baptist Church, a corporation
For : Public utility facilities
Dated : December 29, 1971
Recorded : December 30, 1971 in Book 526 of Official Records, Page 584 under Recorder's Serial Number 5185
Affects : A strip of land 10 feet in width

6. The effect of instruments, proceedings, liens, decrees or other matters which do not specifically describe said land but which, if any do exist, may affect the title or impose liens or encumbrances thereon. The name search necessary to ascertain the existence of such matters has not been completed and, in order to do so, we require a signed Statement of Identity from or on behalf of Jimmy Williams.

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1.

NORTH STATE TITLE COMPANY
ORDER NO. 4211005332-KG

B. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument	:	Grant Deed
Entitled	:	Drenda G. Williams
By/From	:	Jimmy Williams, an unmarried man
To	:	October 30, 1999
Dated	:	November 5, 1999 in Official Records under Recorder's Serial Number
Recorded	:	99011291

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.-

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments Which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims Which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

North State Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of North State Title Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Disclosure to Consumer of Available Discounts

Section 2355.3 in Title 10 of the California Code of Regulation necessitates that Old Republic Title Company provide a disclosure of each discount available under the rates that it, or its underwriter Old Republic National Title Insurance Company, have filed with the California Department of Insurance that are applicable to transactions involving property improved with a one to four family residential dwelling.

You may be entitled to a discount under Old Republic Title Company's escrow charges if you are an employee or retired employee of Old Republic Title Company including its subsidiary or affiliated companies or you are a member in the California Public Employees Retirement System "CalPERS" or the California State Teachers Retirement System "CalSTRS" and you are selling or purchasing your principal residence.

If you are an employee or retired employee of Old Republic National Title Insurance Company, or its subsidiary or affiliated companies, you may be entitled to a discounted title policy premium.

Please ask your escrow or title officer for the terms and conditions that apply to these discounts.

A complete copy of the Schedule of Escrow Fees and Service Fees for Old Republic Title Company and the Schedule of Fees and Charges for Old Republic National Title Insurance Company are available for your inspection at any Old Republic Title Company office.

R.S. - Bk. 86, Pgs. 8 - 16 Sierra View Memorial Park
R.S. - Bk. 33, Pgs. 38 & 39 (Parcel Map 80-40)
R.S. - Bk. 33, Pg. 15
R.S. - Bk. 11, Pgs. 9 & 10

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AGRICULTURAL LEASE

This LEASE is made and entered into this 20 day of Oct 20 2011 by and between the County of Yuba, California, as "LESSOR", and Jimmy Williams, as "LESSEE".

I**The Premises**

LESSOR leases to LESSEE, and LESSEE hires from LESSOR, on the terms and conditions set forth in this LEASE, all that certain real property hereinafter referred to as the "PREMISES", situated in the County of Yuba, State of California, containing approximately 2 acres and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

II**Disclaimer of Warranty--Soil & Water Suitability**

LESSOR makes no warranty or representation concerning the PREMISES as to soil and water quality or suitability for agricultural purposes including storage of horses. LESSEE agrees that LESSEE is taking the PREMISES "as is" and "where is" for all purposes relating to this LEASE. The PREMISES are leased to LESSEE in the condition existing on the first day of the term hereof without warranty, express or implied, as to the current physical condition thereof, and LESSEE acknowledges that LESSEE has inspected the PREMISES and accepts the same in such current condition.

III**Entry by LESSOR**

LESSEE shall permit LESSOR, and LESSOR'S agents and assigns, at all reasonable times, to enter the leased PREMISES, for the purposes of inspection, compliance with the terms of this LEASE, exercise of all rights under this LEASE, posting notices, and all other lawful purposes.

IV**Utilities**

LESSEE shall make arrangement for and pay for all water, power, and utility company charges and for all other services supplied to the PREMISES, for LESSEE purposes.

V

Term

The term of this LEASE shall be for 10 years or until the death of LESSEE, whichever is shorter, and shall commence on the date of close of escrow of the LESSOR's purchase of the property.

VI

Abandonment

LESSEE shall not vacate or abandon the PREMISES at any time during the term hereof without first providing LESSOR a 30 day notice of intent to vacate.

VII

Rent

LESSEE shall pay to LESSOR the sum of \$1 as rent for the PREMISES due and payable at the time of commencement of this LEASE.

VIII

Payment of Expenses and Costs

LESSEE shall bear all expenses specifically including, but not limited to: costs of water and water delivery, fencing, vegetation management and weed abatement, and all utility charges associated with the Premises. LESSEE is responsible for any vandalism, theft, damage, and or waste, which may occur on the leased PREMISES.

IX

Use of the PREMISES

The PREMISES are leased to LESSEE for the purpose of storage of horses. LESSEE shall not use, or permit to be used, any part of the PREMISES for any other purpose other than the purposes for which the PREMISES are leased. LESSEE shall keep the PREMISES in a proper form and in accordance with good and commercially reasonable practices. If the LESSEE discontinues use of the Premises for the stated purpose of storing horses for a continual period of six months, then this LEASE automatically becomes null and void, with all rights of LESSEE pursuant to this Agreement reverting back to LESSOR.

X

Waste

LESSEE shall not commit, or permit others to commit, on the PREMISES, waste, trespass or a nuisance. LESSEE is responsible for cleanup of any waste deposited on the PREMISES.

XI

Maintenance

LESSEE shall be responsible for the PREMISES and will maintain them in the same order and condition in which received, ordinary wear and tear excepted.

XII

Alteration

LESSEE shall not make, or permit to be made, alterations of the PREMISES, without first obtaining LESSOR'S prior written consent. LESSEE shall keep the PREMISES free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE.

XIII

Compliance With Law

LESSEE shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the PREMISES, and shall faithfully observe in LESSEE'S use of the PREMISES, all laws, statutes, ordinances, rules, restrictions, regulations and orders of federal, state, county or any agency of these authorities in force now or in the future.

XIV

Non-Liability and Indemnity of LESSOR for Damages

LESSEE agrees to keep LESSOR free from all liability and claims for damages arising from any injury from any cause to any person, including LESSEE, or to the property of any kind belonging to anyone, including LESSEE, while in, upon or in any way connected with the PREMISES.

LESSEE shall indemnify and hold the LESSOR harmless from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorney's fees and all other costs related to defending against litigation, awards, fines, or judgments, arising by reason of the death or bodily injury to persons, including employees, invitees, or agents of LESSEE, injury to property of all kinds, or other loss, damage or expense relating solely to including any of the same resulting from LESSEE's negligent act or omission, regardless of whether such act or omission is active or passive.

XV

Insurance, Waiver of Subrogation

During the full term thereof, LESSEE shall, at its sole cost and expense, procure and maintain, on forms acceptable to LESSOR, insurance for the following minimum insurance coverage:

Worker's Compensation Insurance and Occupational Disease Insurance as required by law, and Employer's Liability Insurance with limits of not less than \$1 million for any accident or occupational disease covering the location of all work places involved in this LEASE. This policy will include waiver of subrogation endorsement.

Commercial General Liability Insurance, occurrence form with combined single limit coverage per occurrence for bodily injury and property damage of \$1 million. Without limitation, all public liability insurance and property damage insurance shall insure performance by LESSEE of the indemnity provisions of this LEASE.

The policy or policies of insurance required herein shall be endorsed to name Yuba County additional insured, and shall stipulate that the insurance afforded to LESSOR shall be primary insurance, and that any insurance carried by LESSOR shall be excess and not contributory insurance.

A Certificate of Insurance shall be furnished by LESSEE to LESSOR before LESSEE takes possession of the PREMISES herein, and the Certificate shall provide that there will be no cancellation, reduction, or modification of coverage without 30 days prior written notice to LESSOR.

The required insurance shall be subject to the approval of the LESSOR and shall in no way limit or relieve the LESSEE from the duties and responsibilities assumed by it in this LEASE. In the event LESSEE does not comply with the requirements of this Section, LESSOR may, at its sole discretion, either terminate the LEASE effective immediately, or provide insurance coverage to protect LESSEE and LESSOR, and charge LESSEE for the cost of said insurance.

LESSOR and LESSEE hereby mutually waive their respective rights of recovery against each other and release all claims arising in any manner for any loss or damage to the other's property (real or personal) located on the PREMISES described in this LEASE to the extent insured or required to be insured by any insurance policies obtained by either party. Each party shall make a good faith effort to obtain any special endorsements required by their insurer to evidence its agreement with such waiver.

XVI

This section was deleted.

XVII

Remedies of LESSOR on Default

If LESSEE breaches this LEASE, LESSOR shall have the right of re-entry, after giving forty-eight (48) hours notice, and the right to take possession of the Premises, and to remove all persons, animals, and property from the PREMISES; LESSOR must store the property removed in a public warehouse or elsewhere at LESSEE'S expense and for LESSEE'S account, but only for the duration stipulated by law.

XVIII

Insolvency; Receiver

Any one of the following constitutes a breach of this LEASE by LESSEE:

- A. The appointment of a receiver, except a receiver mentioned in Paragraph XIX of this LEASE, to take possession of all or substantially all assets of LESSEE; or
- B. A general assignment by LESSEE for the benefit of creditors; or
- C. An action taken or suffered by LESSEE under any insolvency or Bankruptcy Act;
- D. The levy of any lien, writ of attachment, garnishment, execution or restraint on all or any parties of LESSEE's rights or interests under this LEASE;
- E. Abandonment and vacation of the PREMISES. Failure to occupy and operate the PREMISES for thirty (30) consecutive days shall be deemed abandonment and vacation.

XIX

Action of Receiver

If, in an action against LESSEE, LESSOR has a receiver appointed to take possession of the PREMISES, or to collect the rents or profits derived from the PREMISES, or both, the receiver has the right, if it is necessary or convenient in order to collect rents or profits, to conduct the business of LESSEE then being carried on the PREMISES and to take possession of any personal property belonging to LESSEE and used in the conduct of the business, and to use the personal property in conducting the business on the PREMISES. Neither the application for the appointment of the receiver, nor the appointment of the receiver shall be construed as an election by LESSOR to terminate this LEASE unless a written notice of such intention is given to LESSEE.

XX

Assignment or Subletting

LESSEE may not assign this LEASE, or any rights under it, and may not sublet the entire or any part of the PREMISES, or any right or privilege appurtenant to the PREMISES, or permit any other person to occupy or use the entire or any portion of the PREMISES.

XXI

Lease Termination

In the event the LESSEE wants to terminate the LEASE, written notice shall be provided to the LESSOR at least 30 days prior to termination.

XXII

Notices

Any notice to be given to either party by the other shall be in writing and shall be served either personally or by certified mail, return receipt requested, addressed as follows:

LESSOR: Yuba County
915 8th Street, Suite 123
Marysville, CA 95901
Attn: CDSA Director

LESSEE: Jimmy Williams
1639 Fifth Avenue
Olivehurst, CA 95961

XXIII

Legal Effect

All covenants of LESSEE contained in this LEASE are expressly made conditions of the LEASE. The provisions of this LEASE shall apply to and bind the heirs, successors, executors, administrators and assigns of LESSOR and LESSEE hereto and all parties to this LEASE shall be jointly and severally liable under it.

The titles or headings to the paragraphs of this LEASE are not a part of this LEASE and shall have no effect on the construction or interpretation of any part of this LEASE.

XXIV

Environmental Indemnity

LESSEE shall indemnify, hold harmless, and defend LESSOR from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorney's fees related to defending against any such actions, which arise from the use or release of hazardous materials upon the PREMISES by LESSEE, LESSEE'S agents, assigns, vendors, suppliers, employees, or invitees. Hazardous materials shall include but not be limited to: (a) any insecticides, herbicides, pesticides, or fertilizers which are not shipped, stored, handled, mixed, applied, cleaned up, or disposed of: (1) in strict compliance with the manufacturer's instructions, and (2) in strict compliance with any applicable regulations established by any Federal, State, County, or Local agency; (b) any material now contained in, or that may be added to, the list of chemicals known to the Federal Government or the State of California to cause cancer or reproductive toxicity, which is further contained in the State of California Health and Welfare Agency Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); (c) any material defined as a "hazardous substance" in section 101(14) "infectious waster" or "hazardous material" as defined in sections 25117, 25117.5 or 25501(j) of the Health and Safety Code.

LESSEE covenants that it will not use or release any hazardous materials upon the PREMISES. LESSEE further covenants that it will not knowingly allow the use or release of any hazardous material upon the PREMISES, by any other party. In the event that any hazardous material is used or released which results in diminution in value of the PREMISES or results in actions by Federal, State, County, or Local agencies, LESSEE shall conduct corrective work regardless of whether such actions are directed to LESSOR or LESSEE. Corrective work shall mean the removal, relocation, elimination, remediation or encapsulation of chemicals or other materials from all or any portion of the PREMISES, and to the extent thereby required, the reconstruction and rehabilitation of the PREMISES pursuant to and in compliance with any requirements set forth by any Federal, State, County, or Local agencies, or to reverse any diminution in value of the PREMISES that may have occurred.

LESSEE shall not take any remedial action in response to the presence of any Hazardous Materials in or about the PREMISES, nor enter into any settlement agreement, consent decree, or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with LESSEE's use and occupancy of the PREMISES, without first notifying LESSOR of LESSEE's intention to do so and according LESSOR ample opportunity to appear, intervene, or otherwise appropriately assert and protect LESSOR's interest with respect thereto.

LESSEE shall promptly notify LESSOR in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against LESSEE or the PREMISES relating to damage, contribution, cost recovery from any Hazardous Materials; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the PREMISES, including any complaints, notices, warnings or asserted violations in connection therewith. LESSEE shall also supply to LESSOR as promptly as possible, and in any event within five business days after LESSEE first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the PREMISES or LESSEE's use thereof.

XXV

No Partnership

Nothing contained in the LEASE shall create a partnership, joint venture, or employment relationship between LESSOR and LESSEE. Neither LESSOR nor LESSEE shall be liable, except as otherwise expressly provided for in this LEASE, for any obligation or liabilities incurred by the other.

XXVI

Time is of the Essence

Time is declared to be of the essence of this LEASE and each and every stipulation, covenant and condition to be paid, kept and performed by LESSOR and LESSEE under this LEASE.

XXVII

Future Acts

LESSOR and LESSEE agree to cooperate in the performance of the LEASE and to execute and deliver any and all documents and perform any and all acts necessary to carry out its purpose and intent.

XXVIII

No Waiver

No waiver of any breach of any of the covenants, agreements, restrictions and conditions of this LEASE shall be construed to be a waiver of any succeeding breach of the same or other covenants agreements, restrictions or conditions. It is mutually agreed that the various rights, powers, options, elections and remedies of the LESSOR contained in this LEASE shall be construed as cumulative, and no one of them is exclusive of the other or exclusive of any rights or priorities now or hereafter allowed to the LESSOR by law.

XXIX

Counterparts

This LEASE may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this LEASE.

XXX

Possessory Interest Notice

Lessee, pursuant to Revenue and Taxation Code section 107.6, is hereby advised that by entering into this agreement, a possessory interest subject to taxation may be created and that property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to property taxes levied on the interest.

XXXI

Entire Agreement

This LEASE contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this LEASE, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this LEASE may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This LEASE shall not be effective or binding upon LESSOR or LESSEE until fully executed and delivered by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

LESSOR: County of Yuba

DATE: _____

BY: _____
Chair,

Approved as to Form:

BY: Pat Garamone
Angil P. Morris-Jones
County Counsel

LESSEE: Jimmy Williams

DATE: 10-20-11

BY: Jimmy Williams

EXHIBIT A

All that certain real property being a portion of APN 014-010-016, situated in the unincorporated area of the County of Yuba, State of California, described as follows:

All that portion of the following described real property lying north of the easterly prolongation of the centerline of Tenth Avenue:

Beginning at the Southwest corner of Section 4, Township 14 North, Range 4 East, M.D.B.M; thence along the Southerly line of said Section 4, North $88^{\circ}23'07''$ East, 104.49 feet; thence leaving said Southerly line North $03^{\circ}44'00''$ West, 45.06 feet to a point distant 111.92 feet Westerly, measured radially from the "A1" line at Engineer's Station "A1" 413+95.13 of the Department of Public Works' Survey on Road 03-TUB-70, Post Mile 0.0/8.0; thence North $01^{\circ}06'31''$ East, 2791.63 feet; thence North $16^{\circ}27'12''$ West, 333.29 feet to a point in the Westerly line of said Section 4; thence along said Westerly line South $01^{\circ}06'31''$ West, 3159.25 feet to the point of beginning.

Excepting therefrom the southerly 70 feet, and any and all portions of the above described property needed for any future County road widening or drainage improvement project, including required utility relocations associated therewith.

The County of Yuba

505-11



Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Repayment Agreement between the County of Yuba and the City of Marysville regarding a Traffic Fine Audit for Fiscal Years 04/05-08/09
DATE: November 15, 2011

RECOMMENDATION

It is recommended that the Board of Supervisors approve the attached repayment agreement between the County of Yuba and the City of Marysville related to the State Controller's Audit of Traffic Fines for Fiscal Years 2004-2005 through 2008-2009 and authorize the Chairman to execute the agreement.

BACKGROUND

The State of California as well as the federal government routinely audits services or functions that counties provide on their behalf. County departments are audited on an annual basis with some audits covering a period of several years.

In August of 2010, the State Controller reviewed findings of a traffic fine audit with County and Court staff and subsequently produced the final draft report in December 2010. The findings indicated the County had over-remitted approximately \$161,000 to the State of California. It was also discovered that the City of Marysville and the City of Wheatland were over-remitted approximately \$222,000 and \$6,000 respectively. In addition, there appears to be additional amounts owed to the County for Fiscal Year 2009-2010 (which was a year not covered in the audit), however potential over-remittance amounts have yet to be identified.

At the October 25, 2011 meeting of the Board of Supervisors, the issue concerning the traffic fine audit and the approximate \$222,000 owed to the County by the City of Marysville was presented by the County Administrator.

After discussion among Board members, staff was directed to have this item brought back before the Board of Supervisors on November 15, 2011. In the interim, the item would be discussed at the City / County Liaison meeting and it was hopeful that a

resolution to the matter could be reached.

DISCUSSION

Subsequent to the audit findings, the over-remittance amounts from the City of Wheatland and the State of California were paid to the County. Recognizing the amount over-remitted to Marysville and economic considerations facing all local governments as a result of the recession, discussions occurred with City and County representatives to determine a method of repayment that would occur over time.

A draft agreement has been presented to the City of Marysville. The agreement provides for the following:

- Repayment is over an approximate three year period beginning in September 2011.
- Principal repayment is proposed to be \$6,369.71 per month.
- Interest rate is 2%
- The Auditor Controller deducts the amount from the City's revenue distribution; therefore no direct payment is required from the City to the County.
- The repayment amount of \$222,368 is satisfied in August 2014 (final payment).

Due to scheduling conflicts, the originally scheduled liaison meeting had to be cancelled. The Marysville City Manager and I discussed the matter further on November 2, 2011 and agreed that while there may be a disagreement with a statute of limitations issue, the agreement as drafted should be presented to our respective Board and Council, recommending approval.

Repayment will begin in November 2011 with monthly amounts for September and October being made up during the course of the fiscal year in a manner that least impacts the City's projected monthly revenue.

FISCAL IMPACT

As stated in the narrative of the staff report and agreement.

REPAYMENT AGREEMENT BETWEEN THE COUNTY OF YUBA AND THE CITY OF MARYSVILLE

This Agreement is hereby made and entered into by and between the COUNTY OF YUBA (hereinafter referred to as "COUNTY") and the CITY OF MARYSVILLE.

A. Background/History: In 2010 the Office of the California State Controller, Audit Division, conducted an audit for traffic fines collected in fiscal years 2004-2005 through 2008-2009 by the Yuba County Superior Court. Through the audit, it was determined that several government entities, including the State of California were owed a portion of the total fines collected or needed to pay back amounts from fines inappropriately credited to their respective agency.

B. Purpose of Agreement: The purpose of this agreement is to establish a repayment plan for the CITY OF MARYSVILLE to pay the COUNTY the amount owed due to misallocation of court fines from Fiscal Year 2004/2005 through Fiscal Year 2008/2009.

In addition, the Office of the California State Controller has recommended that amounts owed for fiscal year 2009-2010 also be determined and remitted to the appropriate agency(ies). That amount is still to be determined and IS NOT part of this agreement. The COUNTY will notify the CITY OF MARYSVILLE of the amount for 2009-2010 as soon as it is determined and both parties will determine a method of repayment.

C. Amount Owed: Due to the misallocation of court fines, the CITY OF MARYSVILLE currently owes the County of Yuba \$ 222,386 for fiscal years 2004-2005 through 2008-2009.

D. Repayment: Repayment will be based on the following terms:

- a. **Interest Rate:** The CITY OF MARYSVILLE will be charged an agreed upon interest rate of 2% that will also be collected monthly.
- b. **Monthly Installment:** The CITY OF MARYSVILLE will make 36 equal uninterrupted monthly installments in the amount of six thousand three hundred and sixty nine dollars and seventy one cents (\$6,369.71) which includes principal and interest beginning in September 2011 and ending in August 2014 as detailed in the attached payment worksheet (referred to as Attachment A).
- c. **Method of Repayment:** The CITY OF MARYSVILLE agrees to have the Yuba County Auditor-Controller's Office withhold the agreed upon monthly payment amount of six thousand three hundred and sixty nine dollars and seventy one cents (\$6,369.71), which includes principal

and interest, stated in Attachment A, from the monthly distribution of fines normally provided monthly to the CITY OF MARYSVILLE.

- d. **Amortization Schedule:** The Amortization Schedule for this agreement is included herein as Attachment A.
- e. **Additional Payments:** Additional payments during the course of this agreement may be made by the CITY OF MARYSVILLE at their discretion. These payments will be sent and addressed as follows:

County of Yuba
Attention: Yuba County Auditor-Controller
915 8th Street, Suite 105
Marysville, CA 95901

- E. **Prepayment:** The CITY OF MARYSVILLE has the right to prepay the outstanding amount at anytime.
- F. **Default:** If for any reason the CITY OF MARYSVILLE fails to make any payment on time, the CITY OF MARYSVILLE shall be in default. The COUNTY can then demand immediate payment of the entire remaining unpaid balance without giving further notice.
- G. **Modification:** Modifications within the scope of this agreement shall be made by mutual and written consent of all parties. All modifications must be made in writing and agreed upon by all parties as evidenced by their signature.
- H. **Notices:** Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party.

Notices shall be addressed as follows:

If to the COUNTY: County of Yuba
Dean Sellers, Auditor-Controller
915 8th Street, Suite 105
Marysville, CA 95091

If to the CITY OF MARYSVILLE: City of Marysville
Steve Casey, City Manager
P.O. Box 150
Marysville, CA 95901

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows

CITY OF MARYSVILLE

By: _____
Bill Harris, Mayor
City of Marysville

Date: _____

COUNTY OF YUBA

By: _____
Roger Abe, Chairman
Yuba County Board of Supervisors

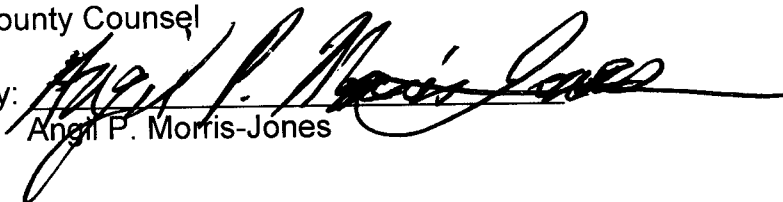
Date: _____

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

RECOMMENDED FOR APPROVAL

By: _____
Robert Bendorf, County Administrator

APPROVED AS TO FORM
Angil P. Morris-Jones
County Counsel

By:  _____
Angil P. Morris-Jones

Amortization Schedule

Payment Period Specific				Cumulative		Outstanding Amounts	
Date	Payment	Interest	Principal	Interest	Principal	Interest	Principal
9/15/2011	\$ 6,369.71	\$ 370.64	\$ 5,999.06	\$ 370.60	\$ 5,999.06	\$ 6,552.90	\$ 216,386.90
10/15/2011	\$ 6,369.71	\$ 360.64	\$ 6,009.06	\$ 731.24	\$ 12,008.12	\$ 6,192.20	\$ 210,377.90
11/15/2011	\$ 6,369.71	\$ 350.63	\$ 6,019.08	\$ 1,081.87	\$ 18,027.20	\$ 5,841.60	\$ 204,358.80
12/15/2011	\$ 6,369.71	\$ 340.60	\$ 6,029.11	\$ 1,422.47	\$ 24,056.31	\$ 5,501.00	\$ 198,329.70
1/15/2012	\$ 6,369.71	\$ 330.55	\$ 6,039.16	\$ 1,753.02	\$ 30,095.47	\$ 5,170.40	\$ 192,290.50
2/15/2012	\$ 6,369.71	\$ 320.48	\$ 6,049.22	\$ 2,073.50	\$ 36,144.69	\$ 4,850.00	\$ 186,241.30
3/15/2012	\$ 6,369.71	\$ 310.40	\$ 6,059.31	\$ 2,383.90	\$ 42,204.00	\$ 4,539.60	\$ 180,181.99
4/15/2012	\$ 6,369.71	\$ 300.30	\$ 6,069.41	\$ 2,684.20	\$ 48,273.41	\$ 4,239.30	\$ 174,112.58
5/15/2012	\$ 6,369.71	\$ 290.19	\$ 6,079.52	\$ 2,974.39	\$ 54,352.93	\$ 3,949.11	\$ 168,033.06
6/15/2012	\$ 6,369.71	\$ 280.06	\$ 6,089.65	\$ 3,254.45	\$ 60,442.58	\$ 3,669.05	\$ 161,943.41
7/15/2012	\$ 6,369.71	\$ 269.91	\$ 6,099.80	\$ 3,524.36	\$ 66,542.38	\$ 3,399.14	\$ 155,843.61
8/15/2012	\$ 6,369.71	\$ 259.74	\$ 6,109.97	\$ 3,784.10	\$ 72,652.35	\$ 3,139.40	\$ 149,733.64
9/15/2012	\$ 6,369.71	\$ 249.56	\$ 6,120.15	\$ 4,033.66	\$ 78,772.50	\$ 2,889.84	\$ 143,613.49
10/15/2012	\$ 6,369.71	\$ 239.36	\$ 6,130.35	\$ 4,273.02	\$ 84,902.85	\$ 2,650.48	\$ 137,483.14
11/15/2012	\$ 6,369.71	\$ 229.14	\$ 6,140.57	\$ 4,502.16	\$ 91,043.42	\$ 2,421.34	\$ 131,342.57
12/15/2012	\$ 6,369.71	\$ 218.90	\$ 6,150.80	\$ 4,721.06	\$ 97,194.22	\$ 2,202.44	\$ 125,191.77
1/15/2013	\$ 6,369.71	\$ 208.65	\$ 6,161.06	\$ 4,929.71	\$ 103,355.28	\$ 1,993.79	\$ 119,030.71
2/15/2013	\$ 6,369.71	\$ 198.38	\$ 6,171.32	\$ 5,128.09	\$ 109,526.60	\$ 1,795.41	\$ 112,859.39
3/15/2013	\$ 6,369.71	\$ 188.10	\$ 6,181.61	\$ 5,316.19	\$ 115,708.21	\$ 1,607.31	\$ 106,677.78
4/15/2013	\$ 6,369.71	\$ 177.80	\$ 6,191.91	\$ 5,493.99	\$ 121,900.12	\$ 1,429.51	\$ 100,485.87
5/15/2013	\$ 6,369.71	\$ 167.48	\$ 6,202.23	\$ 5,661.47	\$ 128,102.35	\$ 1,262.03	\$ 94,283.64
6/15/2013	\$ 6,369.71	\$ 157.14	\$ 6,212.57	\$ 5,818.61	\$ 134,314.92	\$ 1,104.89	\$ 88,071.07
7/15/2013	\$ 6,369.71	\$ 146.79	\$ 6,222.92	\$ 5,965.40	\$ 140,537.84	\$ 958.10	\$ 81,848.15
8/15/2013	\$ 6,369.71	\$ 136.41	\$ 6,233.29	\$ 6,101.81	\$ 146,771.13	\$ 821.69	\$ 75,614.86
9/15/2013	\$ 6,369.71	\$ 126.02	\$ 6,243.68	\$ 6,227.83	\$ 153,014.81	\$ 695.67	\$ 69,371.18
10/15/2013	\$ 6,369.71	\$ 115.62	\$ 6,254.09	\$ 6,343.45	\$ 159,268.90	\$ 580.05	\$ 63,117.09
11/15/2013	\$ 6,369.71	\$ 105.20	\$ 6,264.51	\$ 6,448.65	\$ 165,533.41	\$ 474.85	\$ 56,852.58
12/15/2013	\$ 6,369.71	\$ 94.75	\$ 6,274.95	\$ 6,543.40	\$ 171,808.36	\$ 380.10	\$ 50,577.63
1/15/2014	\$ 6,369.71	\$ 84.30	\$ 6,285.41	\$ 6,627.70	\$ 178,093.77	\$ 295.80	\$ 44,292.22
2/15/2014	\$ 6,369.71	\$ 73.82	\$ 6,295.89	\$ 6,701.52	\$ 184,389.66	\$ 221.98	\$ 37,996.33
3/15/2014	\$ 6,369.71	\$ 63.33	\$ 6,306.38	\$ 6,764.85	\$ 190,696.04	\$ 158.65	\$ 31,689.95
4/15/2014	\$ 6,369.71	\$ 52.82	\$ 6,316.89	\$ 6,817.67	\$ 197,012.93	\$ 105.83	\$ 25,373.06
5/15/2014	\$ 6,369.71	\$ 42.29	\$ 6,327.42	\$ 6,859.96	\$ 203,340.35	\$ 63.54	\$ 19,045.64
6/15/2014	\$ 6,369.71	\$ 31.74	\$ 6,337.97	\$ 6,891.70	\$ 209,678.32	\$ 31.80	\$ 12,707.67
7/15/2014	\$ 6,369.71	\$ 21.18	\$ 6,348.53	\$ 6,912.88	\$ 216,026.85	\$ 10.62	\$ 6,359.14
8/15/2014	\$ 6,369.71	\$ 10.60	\$ 6,359.11	\$ 6,923.48	\$ 222,385.96	\$ 0.02	\$ 0.03

Attachment A



*ORDINANCES
AND
PUBLIC HEARINGS*

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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



ROBERT BENDORF
COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE
AFFAIRS COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
DEPUTY ASSISTANT TO THE
COUNTY ADMINISTRATOR

NOVEMBER 15, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: ROBERT BENDORF, COUNTY ADMINISTRATOR *RB/CS*

RE: PUBLIC HEARING FOR EXPENDITURE OF CALIFORNIA CITIZENS OPTION
FOR PUBLIC SAFETY PROGRAM FUNDS FOR FY 2011-12

RECOMMENDATION:

Hold a public hearing to review the proposed expenditures for California Citizens Option for Public Safety Program (COPS) Funds.

BACKGROUND:

The State approved the allocation of State COPS Funds for Yuba County in the estimated amount of \$137,000. The State requires that the allocation be spent on District Attorney, Jail and Law Enforcement expenditures. The process for allocating the funds is specified in State law. The funding requirements include the formation of a Supplemental Law Enforcement Oversight Committee (SLEOC) to prepare recommendations to the Board and a public hearing to receive input on those recommendations. The SLEOC was formed twelve years ago when this program was first funded. The Board has already budgeted to receive and expend the County's share of the funds in the 2011-12 Final Budget. The SLEOC met and are recommending the following uses:

Supplemental funds to retain Sheriff Deputies	\$ 100,000
Supplemental funds to retain a Jail Deputy	\$ 18,500
Supplemental funds to retain a District Attorney Investigator	\$ 18,500

DISCUSSION:

After the public hearing is held and final recommendations approved by the Board of Supervisors, the funds will be distributed by the Auditor to the operating funds. Expenditure reports will be submitted to the State Controller by the SLEOC and County Auditor.

FISCAL IMPACT:

The funds are provided by the State. No General Fund contribution is required. There will be a small administrative burden on positions funded by the County General Fund.

COMMITTEE ACTION:

None. The funding was anticipated and previously appropriated in the current budget.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

508-11 **MENTAL 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

PARKS AND RECREATION
749-5430 • Fax 749-5434

NOVEMBER 15, 2011

TO: BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: VACATION OF PORTION OF MURPHY ROAD (#403)

RECOMMENDATION: Recommend that the Board of Supervisors adopt the enclosed Resolution vacating that portion of Murphy Road (#403) from Feather River Boulevard westerly to the easterly boundary of the Feather River Setback Levee right of way line, reserving there from a Public Services Easement.

BACKGROUND: Murphy Road was created as a 40-foot wide easement by the Plat of Farm Land Colony No. 1 filed November 10, 1908, in book 1 of Maps, page 23, and a portion later upgraded to 60 feet wide by deed recorded January 12, 1982, as a condition of approval relating to Parcel Map 80-65 filed in book 36 of Maps, page 28. In January of 2009, the County processed several road abandonments on behalf of the Three Rivers Levee Improvement Authority (TRLIA) to accommodate construction of the Feather River setback levee, including a portion of Murphy Road from the easterly boundary of the new levee right of way to its westerly end.

DISCUSSION: Reclamation District 784 has requested the County vacate the portion of Murphy Road from Feather River Boulevard westerly to the easterly levee right of way. The reason for the request is because public access to the road has resulted in property damage to the orchards, farm roads, and more importantly, the levee. Additionally, there has been an ongoing problem with people dumping trash and debris along Murphy Road and the abutting private property.

That portion of Murphy Road remaining between Feather River Boulevard and the levee, dead ends at the levee and provides access only to the private property (orchard) on either side of Murphy Road, currently under single ownership. The right of way appears unnecessary for present or prospective public use and the Public Works Department is in favor of the proposed vacation.

APNs 013-010-053, 054 will no longer have legal access to a County road. Currently, this is not a problem because the adjacent parcels to the east are owned by the same entity, thereby

providing access to Feather River Boulevard for APNs 013-010-053, 054. However, if parcels 53 and 54 are sold separately, they will no longer have legal access to a County road. To resolve this concern, the resolution was written to require the owner to provide legal access to parcels 53 and 54 prior to sale or conveyance of said parcels.

PG & E and AT&T have indicated that there are existing utility facilities located within the portion of the road easement proposed to be vacated, and therefore a Public Services Easement will be reserved from the road vacation.

FISCAL IMPACT: Slight savings due to decrease in the length of roads to be maintained.

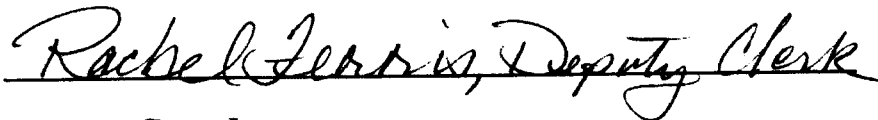
COMMITTEE: This item was brought before the Land Use and Public Works Committee on October 25, 2011. The committee agreed with the recommendation to vacate that portion of Murphy Road.

NOTICE

NOTICE OF HEARING OF RESOLUTION DECLARING INTENTION TO VACATE PORTION OF MURPHY ROAD LYING WEST OF FEATHER RIVER BOULEVARD

NOTICE IS HEREBY GIVEN that on Tuesday, November 15, 2011 at the hour of 9:30 a.m. on said day, in the Board of Supervisors Chambers, 915 8th Street, Marysville, CA., is hereby fixed as the time and place for hearing of the resolution of the Board of Supervisors of the County of Yuba for the vacation of that portion of Murphy Road between Feather River Boulevard and the Feather River setback levee.

NOTICE IS HEREBY FURTHER GIVEN that any interested persons wishing to be heard with respect to said matter appear and offer evidence for or against such vacation.



**Donna Stottlemeyer
Clerk of the Board of Supervisors**

(Exhibit Map shown on reverse side.)

AFFIDAVIT OF POSTING

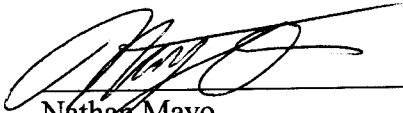
STATE OF CALIFORNIA)
COUNTY OF YUBA) ss.
_____)

I, Nathan Mayo, being first duly sworn, deposes and says: That I am a citizen of the United States and am over the age of twenty-one years;

That on the 1st day of November, 2011, I did post in conspicuous places along the lines of the roadway hereinafter described and proposed to be vacated, a notice of hearing of the resolution of intention to vacate that portion of Murphy Road, graphically depicted on the attached Exhibit Map.

A copy of said notice and of the exhibit map is attached hereto and made a part of this affidavit.

Said posting was done by securely fixing a copy of said notice on utility poles, fence posts, or wooden stakes securely driven into the ground along the above described roadways.



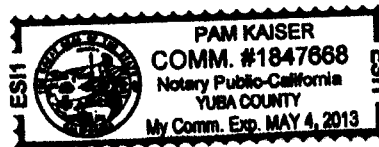
Nathan Mayo
Assistant Road Superintendant
Department of Public Works
Community Development and Services Agency
County of Yuba

State of California
County of Yuba

Subscribed and sworn to (or affirmed) before me on this 1st day of November, 2011, by Pam Kaiser, Notary Public, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Pam Kaiser



**After Recording
Please return to:**

**Clerk of the Board
of Supervisors**

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

IN RE:

RESOLUTION NO. _____

**RESOLUTION ADOPTING ORDER OF)
VACATION OF THAT PORTION OF)
MURPHY ROAD LYING BETWEEN)
FEATHER RIVER BOULEVARD AND)
FEATHER RIVER SET BACK LEVEE)**

WHEREAS, Streets and Highways Code Section 8300 et seq. provides a procedure for the County to vacate streets and highways, and

WHEREAS, a petition has been presented by Reclamation District 784 requesting the vacation of a portion of Murphy Road (#403) lying between Feather River Boulevard and the easterly right of way line of the Feather River Setback Levee as described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the proposed road to be vacated is located within the area of the adopted General Plan; and

WHEREAS, the Yuba County Planning Department has determined, based upon the Land Use and Circulation Elements, that vacation of the proposed road would be consistent with the adopted General Plan; and

WHEREAS, that portion of Murphy Road proposed to be vacated is not designated as a bikeway in the adopted Yuba-Sutter Bikeway Master Plan, and is not useful as a non-motorized transportation facility; and

WHEREAS, public services easements are being reserved to provide for the existing public utility facilities along that portion of Murphy Road, as described in Exhibit "A"; and

WHEREAS, Assessor's Parcel Numbers 013-010-053, 054 will no longer have legal access to a County road upon vacating this portion of Murphy Road, currently not a problem because the adjacent parcels to the east are owned by the same entity, thereby providing access to Feather River Boulevard for APNs 013-010-053, 054; and

WHEREAS, if APNs 013-010-053, 054 are sold or transferred to another party, the parcels will no longer have legal access to a County road.

NOW, THEREFORE, the Board of Supervisors hereby finds, declares and orders:

- 1. Pursuant to and in accordance with the procedures contained in the aforesaid Streets and Highways Code Section 8300 et seq., notice was duly published in the Appeal Democrat, a newspaper of general circulation published in Yuba County, for two successive weeks prior to the date fixed for hearing, and notice of said public hearing was conspicuously posted along the lines of said road proposed to be vacated for a period of two weeks prior to the date fixed for said hearing.**
- 2. A public hearing was held as published by the Board of Supervisors to hear any protests or objections to the intention to vacate said road at the noticed time and place.**
- 3. At said public hearing all persons present were given an opportunity to hear and be heard with respect to any matter relative to this proposed vacation.**
- 4. The sale or transfer of APN 013-010-053, separate from APN 013-010-030 or 031 will require recordation of an easement providing legal access to Feather River Boulevard.**
- 5. The sale or transfer of APN 013-010-054, separate from APN 013-010-032 or 033 will require recordation of an easement providing legal access to Feather River Boulevard.**
- 6. The County has received written acknowledgement from the owner of APNs 013-010-030, 031, 032, 033, 053, 054 of the requirements established in the above described items 4 and 5.**
- 7. The Board finds from all of the evidence submitted that the road described above is unnecessary for present or prospective public use, and the Board hereby orders that the road described above be and the same hereby is vacated, reserving and excepting from such vacation, public services easements for existing public utility facilities.**

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

AYES:

NOES:

ABSENT:

Chairman of the Board of Supervisors

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM
Angil Morris-Jones

County Counsel

By: _____

By: *Pah Gramore*

Exhibit A

Abandonment Portion of Murphy Road

All that certain real property situate in the unincorporated area of the County of Yuba, State of California, being a portion of Section 12, Township 14 North, Range 3 East, M.D.B.M. as projected into the New Helvetia Rancho, more particularly described as follows:

Being a portion of a 40 foot wide easement for highway purposes as shown on the Plat of Farm Land Colony No. 1 filed November 10, 1908, in the office of the Recorder of Yuba County in Book 1 of Maps, Page 23, and also a portion of a 60 foot wide easement for public street and utility purposes described in deed to County of Yuba recorded January 12, 1982, in book 769 Yuba County Official Records, page 267, and shown on Parcel Map 80-65 filed January 29, 1982, in the office of the Recorder of Yuba County in Book 36 of Maps at page 28, more particularly described as follows:

Being a strip of land having parallel sides and a uniform width of 60 feet, the centerline of which is more particularly described as follows;

Beginning at the Northeast corner of parcel 3 of said Parcel Map 80-65; thence; North 89° 59' 34" West along the line between parcels 2, 3, 5, and 6 of said Parcel Map a distance of 2414.18 feet to the easterly right of way line of the Feather River set back levee. The sidelines of said strip shall be shortened or extended so as to end at the easterly right of way line of the Feather River set back levee.

RESERVING AND EXCEPTING there from, pursuant to the provisions of Section 8340 of the Streets and Highways Code, the permanent easement and the right at any time and from time to time to construct, reconstruct, maintain, operate, replace, remove, repair, renew, and enlarge lines, pipes, conduits, cables, wires, poles, electrical conductors, and other equipment, fixtures and appurtenances for the operation of electric, gas, telegraph, telephone, cable and communications facilities, including access to and the right to trim and cut down trees and brush that might be a hazard to the facilities; said area shall be kept open and free of buildings, structures and wells of any kind.

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COMMISSIONERS
Jim Kellogg, President
Discovery Bay
Richard Rogers, Vice President
Santa Barbara
Michael Sutton, Member
Monterey
Daniel W. Richards, Member
Upland
Jack Baylis, Member
Los Angeles

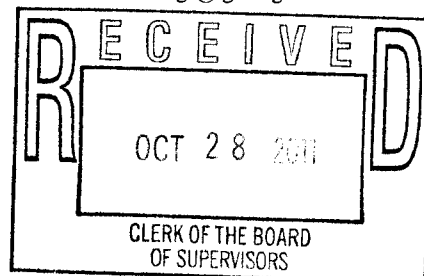
EDMUND G. BROWN, JR.



509-11

Sonke Mastrup
EXECUTIVE DIRECTOR
1416 Ninth Street
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA
Fish and Game Commission



October 28, 2011

To All Interested and Affected Parties,

This is to provide you with a copy of the notice of proposed regulatory action relative to Sections 29.17 and 127, Title 14, California Code of Regulations, relating to Kellet's Whelk (*Kelletia kelletii*) sport and commercial fisheries, which will be published in the California Regulatory Notice Register on October 28, 2011.

Associated documents will also be published to the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/new/2011/proposedregs11.asp>.

Please note, on page two of the attachment, the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Dr. Craig Shuman, Marine Advisor, Fish and Game Commission, (310) 869-6574, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

10-31-11/cc: Fish and Game Advisory Commission/rf

BOS CORRESPONDENCE A

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 205, 210, 220, 7090 and 8500 of the Fish and Game Code and to implement, interpret or make specific sections 200, 202, 205, 210, 220, 7090, 7850, 7857, 8140, 8250.5, 8254, 8284, 8500, 8603, 9000, 9001, 9010 and 9011, of said Code, proposes to amend Sections 29.17 and 127, Title 14, California Code of Regulations, relating to Kellet's Whelk (*Kelletia kelletii*) sport and commercial fisheries.

Informative Digest/Policy Statement Overview

Under existing law, Kellet's whelk, *Kelletia kelletii*, may be taken for commercial purposes by hand collecting while diving 1,000 feet beyond the low tide mark of any natural or constructed shoreline (FGC Section 8140, Title 14, CCR §123) and incidentally in lobster and rock crab traps (FGC Sections 8250.5 and 8284). There are no size limits, seasons or catch quotas when fishing for Kellet's whelk by diving or trapping. There is a recreational bag limit of 35 whelk per day, the standard recreational bag limit for species for which there is not a bag limit otherwise established and whelks cannot be taken in any tidepool or the areas between the high tide mark and 1,000 feet seaward and lateral to the low tide mark (Title 14, CCR §29.05).

California Fish and Game Code Section 7090 requires the Commission, based upon the advice and recommendations of the Department, to encourage, manage, and regulate emerging fisheries. Consistent with the policies and criteria outlined in FGC §7090 and the Commission's Policy on Emerging Fisheries, the Department recommended the Commission designate the fishery for Kellet's whelk, as an emerging fishery. On April 7, 2011, based on the advice and input from the Department, a recommendation the Commission's Marine Resources Committee and public testimony the Commission designated the fishery for Kellet's whelk as an emerging fishery. The proposed regulations are designed to manage take in the fishery according to the guidelines set out by the California Marine Life Management Act.

The proposed regulations would manage take in the fishery through three possible mechanisms that can be implemented independently or concurrently: a season where take is prohibited; a total allowable catch (TAC); and a restriction on the method of take.

Option 1: Season where take is prohibited

The proposed regulations would create a seasonal closure from [March 1 – May 1] through [May 31 – July 31] that would prohibit the commercial and recreational take of Kellet's whelk during that time period.

Option 2: Total Allowable Catch

The proposed regulations would create a total allowable catch (TAC) to cap the commercial landings of Kellet's whelk from the period from April 1 through March 31 of the following year. The TAC is proposed to be set at [86,000 to 173,000 pounds] which is based most conservatively on 50% of the most recent five year average landings and least conservatively on 100% of the most recent five year average landings.

When the TAC is met, or expected to be met based on anticipated landings, the fishery will be closed. The Department shall give not less than ten days' notice of the fishery closure to all holders of a current and valid lobster operator permit or southern rock crab trap as well as any other individual who has landed Kellet's whelk within the previous five years via a notification letter, and to the public and Commission via a news release.

Option 3: Prohibit Commercial Take of Kellet's whelk by Diving

The proposed regulations would prohibit the commercial taking of Kellet's whelk by diving. Unlike the take of whelk incidentally in lobster and rock crab traps, there are no limits on the number of individuals who can take Kellet's whelk by diving. Prohibiting diving for Kellet's whelk would help prevent the unrestricted growth of individuals participating in the fishery.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Veteran's Memorial Building, 112 West Cabrillo Blvd., Santa Barbara, California, on Thursday, November 17, 2011, at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Hubbs Sea World Research Institute, Shedd Auditorium, 2595 Ingraham Street, San Diego, California, on Thursday, December 15, 2011, at 8:30 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before December 12, 2011 at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on December 12, 2011. All comments must be received no later than December 15, 2011, at the hearing in Sacramento, CA. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Jon K. Fischer, Acting Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Jon K. Fischer or Jon Snellstrom at the preceding address or phone number. **Dr. Craig Shuman, Fish and Game Commission, (310) 869-6574, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

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

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

Impact of Regulatory Action

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

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

Option 1: Season where take is prohibited

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

Implementation of a season where take is prohibited would allow individuals to continue to catch and sell Kellet's whelk during other parts of the year. As the majority of Kellet's whelk are caught incidentally in lobster and crab traps, this species does not make up the primary part of any individuals income. Any revenue lost during the closed season could be regained by additional effort during the open season. In addition, the implementation of a closed season may result in a price

premium at certain times of the year during the open season, providing a possible positive economic impact. Finally, any short-term negative economic impacts are expected to be offset by the anticipated positive long-term economic returns that will result from a sustainable fishery.

Option 2: Total Allowable Catch

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

A reduction in total annual catch would have a corresponding reduction in revenue. However, relative to other fisheries, the volume and value of Kellet's whelk are extremely low so the total estimated statewide economic impact is expected to be insignificant. In addition, any short-term negative economic impacts are expected to be offset by the anticipated positive long-term economic returns that will result from a sustainable fishery.

Option 3: Prohibit Commercial Take of Kellet's Whelk by Diving

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

In 2010, diving accounted for less than 1% of the total catch of Kellet's whelk, with a corresponding ex-vessel value of approximately \$1000. There are a very small number of individuals engaged in the dive fishery for Kellet's whelk (seven in 2010) so it is expected that a prohibition of diving would not have a significant economic impact.

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

None

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

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

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None

- (e) Nondiscretionary Costs/Savings to Local Agencies:

None

- (f) Programs mandated on Local Agencies or School Districts:

None

- (g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None

- (h) Effect on Housing Costs:

None

Effect on Small Business

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

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Dated: October 18, 2011

Jon K. Fischer
Deputy Executive Director

The County of Yuba

AUDITOR - CONTROLLER



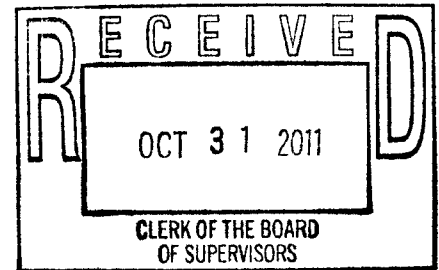
DEAN E. SELLERS

915 8TH Street, Suite 105
Marysville, CA 95901-5273
(530) 749-7810

October 26, 2011

COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901



Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

DOBBINS OREGON HOSUE FIRE PROTECTION DISTRICT

JUNE 30, 2010

Yours truly,

A handwritten signature in cursive script, appearing to read "Dean E. Sellers".

Dean E. Sellers,
Auditor-Controller

DES/kmd
Enclosure (1)

BOS CORRESPONDENCE B

The County of Yuba

AUDITOR - CONTROLLER

COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD

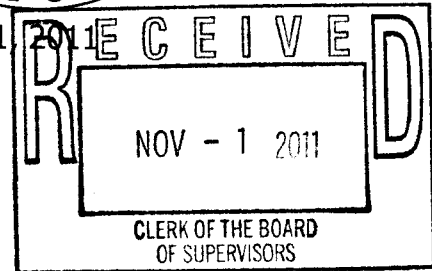


DEAN E. SELLERS

915 8TH Street, Suite 105
Marysville, CA 95901-5273
(530) 749-7810

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901

October 31, 2011



Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

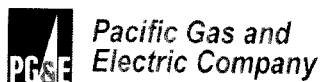
FIRST FIVE YUBA COMMISSION

JUNE 30, 2011

Yours truly,

Dean E. Sellers,
Auditor-Controller

DES/mrj
Enclosure (1)



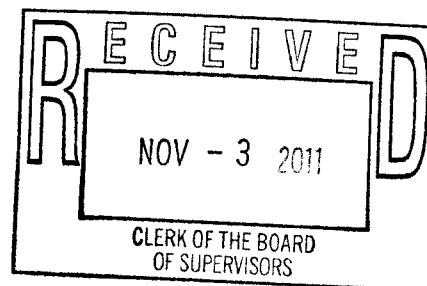
Paul Maben
Vegetation Management Operations
1108 Murphys Grade Road
Angels Camp, CA 95222
Tel: (209) 736-6644
Fax: (209) 736-6401
Email: pmm5@pge.com

November 1, 2011

VIA Email or US Mail

Relicensing Participants
Distribution List

**Subject: Narrows No. 2 Transmission Line Project
FERC Project No. 2678-005
Initial Study Plan Meeting**



Dear Relicensing Participant:

On April 29, 2011, Pacific Gas & Electric Company (PG&E) filed its Notice of Intent to relicense the Narrows No. 2 Transmission Line (P-2678-005) and the Pre Application Document (PAD) to the Federal Energy Regulatory Commission (FERC, or Commission), pursuant to 18 CFR § 5.5 and 5.6 of the Commission's regulations. On July 6, 2011, the Commission issued the "Notice of Intent to File License Application, Filing of Pre-Application Document (PAD), Commencement of Pre-Filing Process, and Scoping; Request for Comments on the PAD and Scoping Document, and Identification of Issues and Associated Study Requests" (Notice). The scoping document provided interested parties with the Commission's preliminary list of issues and alternatives to be addressed in an Environmental Assessment analyzing conditions of a new Project license. The Notice requested any individual or entity interested in submitting study requests, commenting on the PAD or SDI, and any agency requesting cooperating status to do so by August 30, 2011. PG&E is not aware of any agency, individual or entity having filed with the Commission, comments on PG&E's PAD or SDI, or submitting study requests.

On October 18, 2011, PG&E filed its Proposed Study Plan for the Narrows No. 2 Transmission Line Project (Project), in compliance with 18 CFR § 5.11(a). As stated in the transmittal letter filed with the Proposed Study Plan, and in compliance with 18 CFR § 5.11(e), PG&E intends to conduct an initial study plan meeting no later than 30 days after the October 18, 2011 deadline for filing the proposed study plan.

This letter is an invitation to interested parties (e.g., appropriate federal and State of California resource agencies, Indian tribes, local governments, non-governmental organizations and unaffiliated members of the public likely to be interested in the Project relicensing) to attend the initial study plan meeting on Wednesday, November 16, 2011, in Sacramento, California. The meeting will be held between 9 am and 12 pm at the office of HDR Engineering (2379 Gateway

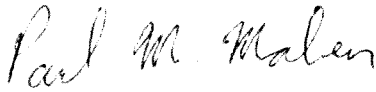
11-2-11:CC: County Administrator//Community Development and Services/rf

BOS CORRESPONDENCE C

Oaks, Suite 200, Sacramento, CA). Those unable to attend in person may call-in using the conference line that will be opened during the meeting [Conference Line (866) 994-6437; Conference Code 1944349699#]. The purpose of the study plan meeting is to allow interested parties an opportunity to seek clarification and to resolve any issues with respect to PG&E's Proposed Study Plan.

If you have any questions regarding this letter, the Study Plan Meeting, or if you would like to be removed from the Interested Parties List, please contact me at PMM5@pge.com or (209) 736-6644.

Respectfully submitted,

A handwritten signature in cursive script that reads "Paul M. Maben".

Paul Maben
Vegetation Program Manager

cc: FERC Project No. 2678 Interested Parties List (Attached)

**Interested Parties List
Narrows No. 2 Transmission Line Project
FERC Project No. 2678**

Yuba County Board of Supervisors 915 8th Street # 109 Marysville, CA 95901-5273	Nevada County Board of Supervisors Eric Rood Administrative Center 950 Maidu Avenue Nevada City, CA 95959 bdofsupervisors@co.nevada.ca.us
City of Marysville City Manager 915 Eighth Street Marysville, CA 95901	City of Grass Valley City Manager 125 East Main St. Grass Valley, CA 95945
Yuba County Water Agency Curt Aikens, General Manager 1220 F Street Marysville, CA 95901 caikens@ycwa.com	Yuba City City Manager 1201 Civic Center Blvd. Yuba City, CA 95993
Nevada City City Manager 317 Broad Street Nevada City, CA 95959-2405	Sierra Club – Mother Lode Chapter Barbara Williams, Chapter Chairperson 801 K Street, Suite 2700 Sacramento, CA 95814
Tahoe National Forest Forest Supervisor 631 Coyote Street Nevada City, CA 95959-2250 hnewell@fs.fed.us	Plumas National Forest Forest Supervisor 159 Lawrence Street Quincy, CA 95981 jjmoore@fs.fed.us
U. S. Fish and Wildlife Service Branch Chief – Energy and Power 2800 Cottage Way, Suite W-2605 Sacramento, CA 95825-1846 daniel_welsh@fws.gov	U. S. Army Corps of Engineers Chief – Regulatory Branch Sacramento District 1325 J Street Sacramento, CA 95814-2922 Peck.ha@usace.army.mil
National Parks Service Outdoor Recreation Planner 600 Harrison Street, Suite 600 San Francisco, CA 94107-1390	U.S. Environmental Protection Agency FERC Project Coordinator Pacific Regional Office 2800 Cottage Way Sacramento, CA 95825
Federal Emergency Management Agency Regional Office Presidio of San Francisco Building 105 San Francisco, CA 94129-4052	U.S. Bureau of Indian Affairs Area Director - Regional Office 2800 Cottage Way Sacramento, CA 95825-1885

Advisory Council on Historic Preservation Old Post Office Building 1100 Pennsylvania Ave. NW, Ste 803 Washington D.C. 20004-2501	U.S. Fish and Wildlife Service Anadromous Fish Restoration Program Habitat Restoration Coordinator 4001 North Wilson Way Stockton, CA 95205-2486
U.S. Bureau of Land Management Field Manager – Region Four 5152 Hillsdale Circle El Dorado Hills, CA 95762 whaigh@blm.gov	California Bay-Delta Authority Upper Yuba River Studies Program Program Manager 650 Capital Mall, Fifth Floor Sacramento, CA 95814
U. S. Bureau of Reclamation Michael Jackson, Director South-Central California Area Office 1243 N Street Fresno, CA 93721	U.S. Geological Survey California Water Science Center Jeff Keay, Director 6000 J Street, Placer Hall Sacramento, CA 95819-2605 jkeay@usgs.gov
NOAA Fisheries Service Southwest Region 777 Sonoma Avenue, Room 325 Santa Rosa, CA 95404-6515 richard.wantuck@noaa.gov	Environmental Advocates Chris Sproul, Director 5135 Anza Street San Francisco, CA 95959
California Department of Transportation CALTRANS Carrie Bowen, Director – District 10 1976 Martin Luther King, Jr. Boulevard Stockton, CA 95205	CA. Dept. of Parks and Recreation Mr. Milford Wayne Donaldson, State Historic Preservation Officer 1725 23 rd Street, Suite 100 Sacramento, CA 95816 mwdonaldson@parks.ca.gov
California Department of Forestry and Fire Protection Region 2 - Cascade 13760 Lincoln Way Auburn, CA 95603-3236	California Dept. of Fish and Game Kent Smith, Manager – Region 2 1701 Nimbus Road, Suite A Rancho Cordova, CA 95670-4503
Regional Water Quality Control Board Pamela Creedon, Executive Officer Central Valley Region 11020 Sun Center Drive, #200 Sacramento, CA 95670-3888	State Water Resources Control Board Section 401 Coordinator 1001 I Street Sacramento, CA 95812-2048 obiondi@waterboards.ca.gov
California Department of Boating and Waterways Lucia Becerra, Director 2000 Evergreen Street Sacramento, CA 95815	California Department of Water Resources 1416 Ninth Street, 11 th Floor Sacramento, CA 95814-5511 tfrink@water.ca.gov

Nevada County Planning Department Janet Hayes, Planning Commission Clerk 950 Maidu Road Nevada City, CA 95959-8600	Yuba County Planning Department Wendy Hartman, Planning Director 915 Eighth Street, Suite 123 Marysville, CA 95901
Pacific Gas and Electric Company David Moller, Director of Licensing Mail Code N11D 245 Market Street San Francisco, CA 94105 dxma@pge.com	Environmental Defense Fund Laura Harnish, Regional Director 123 Mission Street, 28 th Floor San Francisco, CA 94105
Natural Heritage Institute Director 100 Pine Street San Francisco, CA 94111	Sierra Nevada Alliance Julie Leimbach, Community Group Coordinator P.O. Box 7989 South Lake Tahoe, CA 96158 julie@foothillswaternetwork.org

Tribal Contact List

Ren Reynolds Butte Tribal Council 1693 Mt. Ida Road Oroville, CA 95966	Jerri White Turtle, Chair Todds Valley Miwok-Maidu 21200 Todds Valley Road, No. 58 Foresthill, CA 95631
Grayson Coney, Representative Tsi Akim Maidu PO Box 1316 Colfax, CA 95713	Crista Stewart, Representative Greenville Rancheria PO Box 279 Greenville, CA 95947
April Moore Nisenan/Maidu 19630 Placer Hills Rd Colfax, CA 95713	Mr. Guy Taylor Environmental Protection Office Concow Maidu Tribe of Mooretown Rancheria 1 Alverda Drive Oroville, CA 95966
Warren Gorbet, Chair Maidu Cultural and Development Group P.O. Box 426 Greenville CA 95947	Ms. Jill Harvey Maidu/Miwok 11799 McCourtney Road Grass Valley, CA 95949
Michael DeSpain Director, OEPP Mechoopda Indian Tribe 125 Mission Ranch Blvd Chico, CA 95926	Marcos Guerrero, Representative United Auburn Indian Community 10720 Indian Hill Rd Auburn, CA 95603

Ms. Melany Johnson Susanville Indian Rancheria 745 Joaquin Street Susanville, CA 96130	Pamela Cubbler, Chairperson Colfax-Todds Valley Consolidated Tribe P.O. Box 4884 Auburn, CA 95604
Clara LeCompte PO Box 204 Susanville, CA 96130	Dwayne Brown, Chair Berry Creek Rancheria of Maidu Indians 5 Tyme Way Oroville, CA 95966
Nicholas Fonseca, Chair Shingle Springs Rancheria PO Box 1340 Shingle Springs, CA 95682	Cathy Bishop, Chair Strawberry Valley Rancheria PO Box 667 Marysville, CA 95901
Don Ryberg Tsi-Akim Maidu Tribal Office 1275 E Main Street Grass Valley, CA 95945	Virginia Covert, Vice Chairperson Nevada City Rancheria PO Box 825 Nevada City, CA 95959

NOTICE OF AVAILABILITY OF A DRAFT PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THE DELTA PLAN

The Delta Stewardship Council, an independent state agency, is issuing this notice to advise the public that a Draft Program Environmental Impact Report (DPEIR) for the Delta Plan has been prepared and is now available for public review and comment for 60 days, from November 4, 2011 through (and including) January 3, 2012. This notice is provided pursuant to noticing requirements found in the California Environmental Quality Act (CEQA) (Public Resources Code Sec. 21092), and the State CEQA Guidelines (Guidelines Sec. 15087).

SUMMARY

In November 2009, the California Legislature enacted SBX7 1. It requires the Delta Stewardship Council to develop, adopt, and implement by January 1, 2012 the Delta Plan, a legally enforceable, comprehensive, long-term management plan for the Sacramento–San Joaquin Delta and the Suisun Marsh (Delta) that achieves the coequal goals (Water Code section 85300(a)). “Coequal goals means the two goals of providing a more reliable water supply for California and protecting, restoring and enhancing the Delta ecosystem. The coequal goals shall be achieved in a manner that protects and enhances the unique cultural, recreational, natural resource and agricultural values of the Delta as an evolving place” (Water Code section 85054). Achieving the coequal goals is a primary and fundamental purpose of the Delta Plan. **A draft Delta Plan to meet the requirements of SBX7 1 has been prepared and is the proposed project being evaluated in the DPEIR.**

PROJECT DESCRIPTION AND PROJECT AREA

The draft Delta Plan generally covers five topic areas and goals: increased water supply reliability, restoration of the Delta ecosystem, improved water quality, reduced risks of flooding in the Delta, and protection and enhancement of the Delta as an evolving place. Through the Delta Plan, however, the Council does not propose or contemplate constructing, owning, or operating any facilities related to these five topic areas. Rather, the Delta Plan sets forth regulatory policies, and recommendations, that seek to influence the actions, activities and projects of cities, counties, and State, federal, regional and local agencies toward meeting the goals in the five topic areas. Examples of the types of actions/activities the Delta Plan seeks to influence include, but are not limited to: new or expanded water storage reservoirs; wetlands and riparian restoration; invasive species management; water flow patterns in the Delta; water, wastewater, stormwater and agricultural runoff water treatment; levee modification and construction; floodplain expansion; new/improved active and passive recreation opportunities in the Delta.

The focus of the Delta Plan is on the Delta and Suisun Marsh, although the Delta Plan could have influence beyond the Delta. The Delta area is generally located west of Sacramento and east of the San Francisco Bay area within the network of waterways formed primarily by the confluence of the Sacramento and San Joaquin rivers. Activities the Delta Plan could influence in the Delta and Suisun Marsh could include, for example, levee improvements, wetlands restoration and recreation projects, among others. Accomplishing the coequal goals across the five topic areas the Delta Plan covers, however, could involve physical actions (should other agencies undertake them) in areas outside the Delta, including the Delta Watershed to the north of the Delta and other areas that currently rely on water exported from the Delta. These areas include, for example, portions of the Sacramento and San Joaquin Valleys and southern California. Activities the Delta Plan could influence in those areas could include, for example, groundwater storage enhancements, new/expanded reservoirs and treatment plants, among others. See attached map.

DOCUMENT AVAILABILITY

Copies of the Draft Delta Plan Program EIR are available online at the Delta Stewardship Council’s Web site: <http://www.deltacouncil.ca.gov>. You can obtain a CD-ROM copy of the DPEIR by sending an e-mail with the subject line “Request for CD-ROM Copy of DPEIR” to eircomments@deltacouncil.ca.gov, or by calling 916-445-0144. A copy of the DPEIR and any documents incorporated by reference are also available for viewing at the Delta Stewardship Council offices located at 980 9th Street, Suite 1500, Sacramento, CA 95814. Lastly, a copy of the DPEIR is available in the main branch of each County library in counties that possibly could be affected by the Delta Plan; addresses for these libraries can be found at <http://www.deltacouncil.ca.gov>.

PROVIDING COMMENTS ON THE DPEIR; PUBLIC MEETINGS

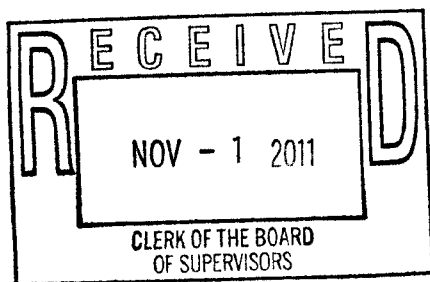
Written comments on the Draft Delta Plan Program EIR should be provided to the Delta Stewardship Council on or before January 3, 2012. Written comments on the Draft Delta Plan Program EIR should be sent to: “EIR Comments”, Delta Stewardship Council, 980 Ninth Street, Suite 1500, Sacramento, CA 95814.

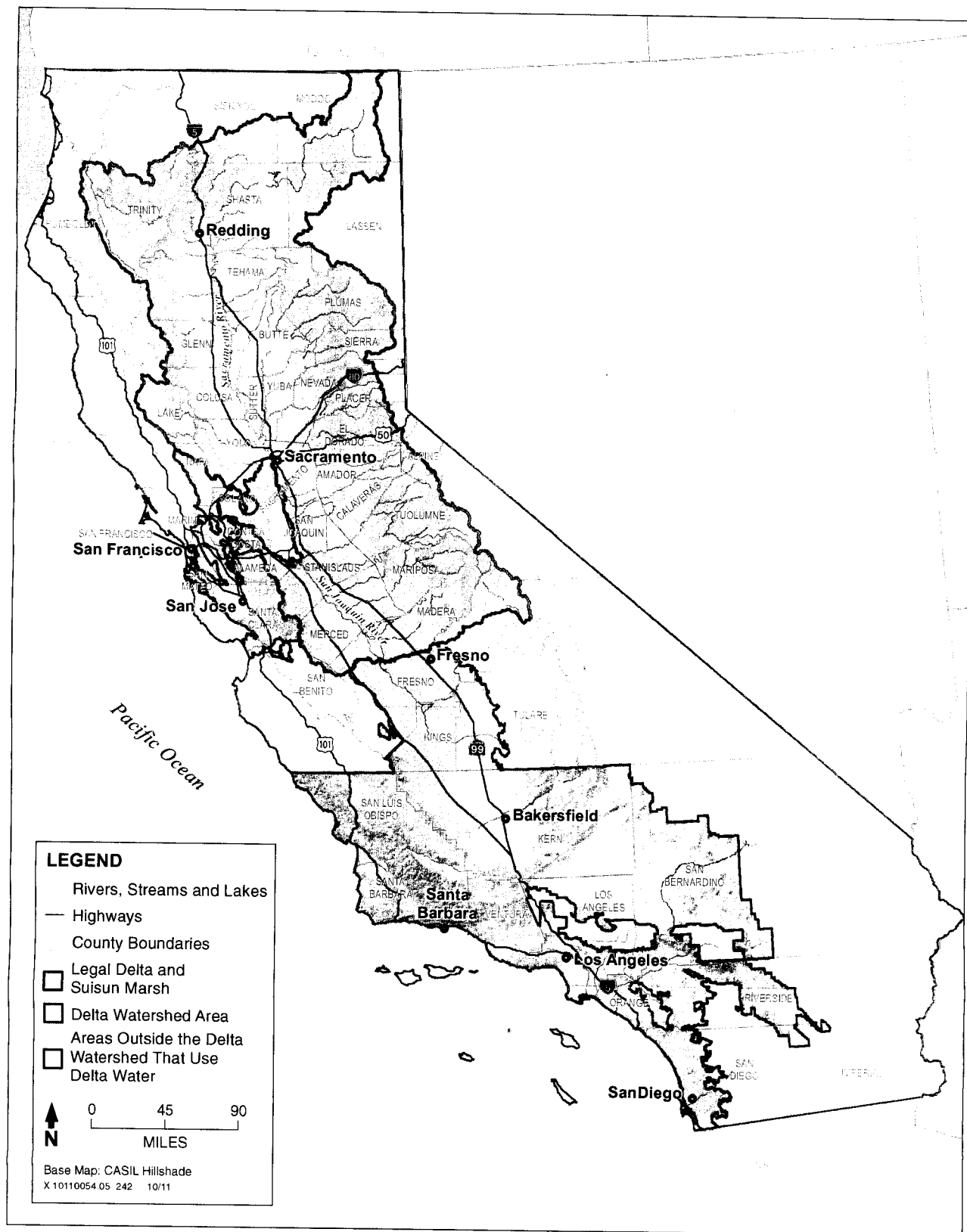
Comments on the DPEIR may also be submitted electronically through the Delta Stewardship Council’s web site at <http://www.deltacouncil.ca.gov>, or via e-mail with the subject line “Draft EIR” to eircomments@deltacouncil.ca.gov. Comments may also be provided orally or in writing at public Council meetings on the following dates:

-
- Thursday, November 17, 2011
1:00 p.m. to 4:30 p.m. (Council will take oral public comment)
Sheraton Grand Hotel, 1230 J Street, Sacramento, CA
 - Thursday, December 15, 2011
1:00 p.m. to 4:30 p.m. (Council will take oral public comment)
California State Capitol, Room 447, Sacramento, CA

FOR FURTHER INFORMATION CONTACT: Terry Macaulay, Interim Chief Deputy Executive Officer, Delta Stewardship Council, 980 9th Street, Suite 1500 , Sacramento, CA 95814 (telephone: 916-445-0144 or 916-445-5511).

ANTICIPATED SIGNIFICANT ENVIRONMENTAL EFFECTS OF THE PROJECT: Through the Delta Plan, the Council does not propose construction, operation or maintenance of any facilities. Rather, the Council seeks to influence other agencies to take certain actions. The degree to which that influence results in physical changes to the environment is uncertain, and depends upon what specific actions those other agencies propose. The DPEIR takes a conservative approach, however, in concluding that activities/projects other agencies could implement that the Delta Plan could influence may have significant environmental impacts to resources in the following areas: water resources, biological resources, flood management, land use and planning, agriculture and forestry resources, visual resources, air quality, cultural resources, geology and soils, paleontological resources, mineral resources, hazards and hazardous materials, noise, recreation, transportation, utilities, climate change and greenhouse gas emissions.





NOTICE OF AVAILABILITY OF A DRAFT PROGRAM
 ENVIRONMENTAL IMPACT REPORT FOR THE DELTA PLAN
 SCH #2010122028

The County of Yuba

AUDITOR - CONTROLLER

COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD



DEAN E. SELLERS

915 8TH Street, Suite 105
Marysville, CA 95901-5273
(530) 749-7810

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

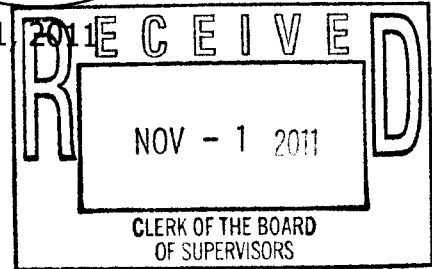
FIRST FIVE YUBA COMMISSION

JUNE 30, 2011

Yours truly,

Dean E. Sellers,
Auditor-Controller

DES/mrj
Enclosure (1)



BOS CORRESPONDENCE E

The County of Yuba

AUDITOR - CONTROLLER



DEAN E. SELLERS

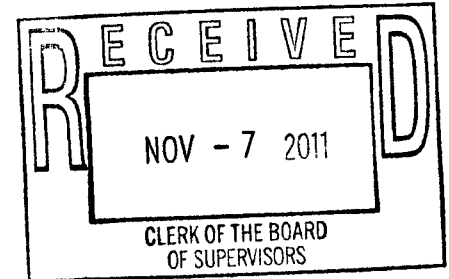
915 8TH Street, Suite 105
Marysville, CA 95901-5273
(530) 749-7810

November 7, 2011

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

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901

Honorable Members:



An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

LINDA COUNTY WATER DISTRICT

JUNE 30, 2011

Yours truly,

A handwritten signature in black ink, appearing to read "Dean E. Sellers".

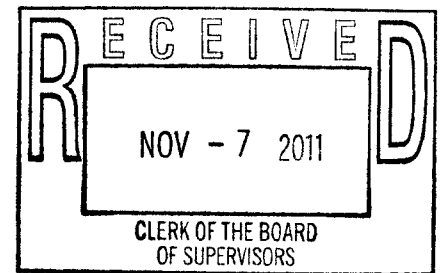
Dean E. Sellers,
Auditor-Controller

DES/mrj
Enclosure (1)

BOS CORRESPONDENCE F

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

November 5, 2011



Dear Yuba County Supervisors:

California will turn 162 years old Sunday, November 13, 2011. Because yours is one of our State's Original 27 Counties, we sent you a letter last week.

Our Original Constitution was ratified and first State officers chosen in an election held November 13, 1849. Two months later, a Legislature convened in San Jose and organized itself. Local government came into being in the form of 27 original counties. Yours was one of them.

These counties were sliced and diced into today's 58. Both our State and these many local governments testify to what all kinds of people, who want to, can accomplish together.

In its beginning, we were a mix of two cultures. All laws were promulgated in Spanish and English. We are a rainbow today. That is why so many of us in Johnny-come-lately (1889) Orange County have been reviewing and celebrating State History annually the last 12 years. We became convinced Californians built their State together. We celebrate the fact they still do.

We feel counting blessings helps make sure they don't fade away. We hope you feel the same way – and will help encourage posting of our State's November 13 Birthday on the Official California Observance Calendar. Please think about it. Then urge State officials to do it.

Here is a glimpse of our efforts. We have offered Early California History studies and papers at University of California, Irvine, California State University, Fullerton and the Orange County Heritage Museum. There have been presentations by historical re-enactors and genealogical searches for descendants of those who signed California's Original 1849 Constitution.

This year's November 13th California State Birthday falls on a Sunday. Rather than wind up our efforts with more historical presentations, we are encouraging local churches and religious communities to share this thought: The State of California began in prayer.

Each session of the 1849 Monterey Constitutional convention was opened with prayer. Every session of our State Legislature has been since. A Roman Catholic Priest from Carmel and a Congregational Cleric, recently arrived with the U.S. Pacific Naval Squadron, alternately opened each day's 1849 deliberations. In the Legislature's 161 years, sessions of the Assembly and State Senate sessions have been opened by chaplains. Today, a Greek Orthodox Priest serves the Assembly and a woman Jewish Rabbi serves the State Senate.

Sincerely,

Galal Kernahan

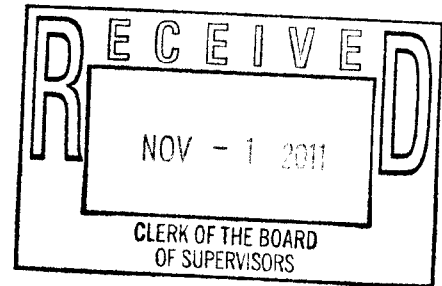
Galal@comline.com

For the California Initiative of Los Amigos of Orange County and the Society for Hispanic Heritage and Ancestral Research.

RECEIVED BY EACH
BOARD MEMBER

October 29, 2011

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



Dear Yuba County Supervisors:

Yours is one of our State's 27 Original counties. They were created in the First Session of the California Legislature, April 5, 1850.

Some of us living in Orange County (which didn't come into being until 1889) are seeking to revive appreciation for how the State of California came into existence. In doing so, we're not blowing our own horn...but yours. We believe the pioneering of local government should receive recognition. Your County was one of the original 27. It came into existence just a few months after our State itself was born.

November 13, 1849 was the rainy day on which those Californians—who went to polling places to vote—approved our original State Constitution 12,872 to 811. They chose our first Governor, Lt. Governor and Legislators.

The First Legislature convened in San Jose and authorized the establishment of counties, our original local governments. Yours was one. Enclosed find your photocopied page from CALIFORNIA 1850, A SNAPSHOT IN TIME (Janice Marschiner, 280 pp., 20000, Coleman Ranch Press, Sacramento).

That was all before our already functioning State was admitted to the Union on September 9, 1850. That achievement in the American form of self-government was unique. New Mexico produced a constitution that reached Washington, D.C., a year ahead of ours...but had to wait 63 years as a Territory before being granted Statehood on admission to the Union in 1912.

We defer to your County and the other 26 Original Counties that pioneered new-to-California local government. We would appreciate your perspectives and comment on this. We would like to include them with our suggestion that, in future, California's November 13th Birthday be widely observed.

Sincerely,


Galal Kernahan
Galal@comline.com
(949) 581-3625

For the California Birthday Initiative of Los Amigos of Orange County
and the Society for Hispanic Heritage and Ancestral Research

In trying to celebrate the "Golden State's Sesquicentennial" twelve years ago, a ton of taxpayers' money was spent NOT finding out just why or when it should occur. A Commission appointed to do that went bust. This. . . even though partially funded by California Sesquicentennial License plates you still see on cars from the late 1990s.

A few of us remember driving over to Alamitos Bay to welcome the just arrived Ecuadorian and Indonesian naval trainees manning Tall Ships. The vague plan must have been some sort of Gold Rush reenactment. They had been invited to enliven a party canceled before they arrived. It was kind of pitiful. U.S. Naval craft came to shepherd them into Long Beach Harbor.

The appointed planning enthusiasts had been as hypnotized by the Gold Rush as the folks who had rushed here 150 years earlier to get rich someplace about which they knew next to nothing. Very few got much gold, but all enriched California's human mix.

Before their arrival, most people here were Mexican or Native American. . . lightly sprinkled with Americans. It was the beginning of a confluence of cultures. At first Latino and Anglo. Now a rainbow.

Some Orange Countains nailed the true birthday of the State of California in time to celebrate its 150th. LOS AMIGOS OF ORANGE COUNTY and the SOCIETY FOR HISPANIC HERITAGE AND ANCESTRAL RESEARCH (SHHAR) partnered with the Chicano-Latino and Latin American Studies, Department of Spanish and Portuguese of the University of California, Irvine, to flex some scholarly muscle.

A University of California, Irvine, public Symposium, November 13, 1999, was the only historically appropriate observance of California's State Sesquicentennial. Other Orange County observances have been held at California State University, Fullerton (on the sesquicentennial of Admission of our already self-governing State into the Union, September 9, 2000) and at the Orange County Heritage Museum on the 161st Birthday of our State, November 13, 2010.

One of the greatest California historic treasures we have been re-introducing to Californians is our Original 1849 bilingual, bicultural State Constitution.

You don't believe it? Go to the Reference Desk at any California public, college or university library and ask to see the 1965 "orthographic" (reproduced original handwritten) texts (in Spanish and in English) of "The Original Constitution of the State of California 1849." It was published by the California State Department of Education and the California State Archives.

These now 46-year-old reproductions are available to look over in about half California's libraries. They are softcover bound and aging. Most may not be taken out,

The handwriting flourishes and cross-outs take you right back to Colton Hall in the Monterey schoolhouse where 48 delegates drafted this Birth Certificate for a new State. When they finished, they partied all night.

The State's Birth took place when California voters ratified it and elected their first Governor, Lt. Governor and Legislators on November 13, 1849.

California's November 13, 2011 State Birthday falls on a Sunday. in Orange County, the theme--appropriate to all faiths-- will be "The State of California was born in prayer and brotherhood." Anyone militantly anti-religious is invited ignore the thought, but here is what it is based on: Every session of the Monterey Convention that produced California's Original 1849 Constitution was opened with prayer. Two chaplains alternated. One was a Roman Catholic priest from Carmel. The other was a recently arrived Congregational Naval cleric.

The tradition continues. Sessions of the California Assembly and State Senate are opened with prayer. The present Chaplain of the State Senate previously served a term as Assembly Chaplain, She is a Jewish Rabbi.

Cynics may question a public policy role for prayer. Well, consider what was going on in 1849 in Monterey. How could lifelong Californios and the Anglo "forefathers" elected barely months off a boat in San Francisco agree on much of anything?

With the help of a patient official interpreter, Pio Pico had to explain to up and coming lawyers a few months off the boat from back East that "No" the boundary of the new California could not be looped out to include the Great Salt Lake. California already had boundaries. They should stay just where they were. . . and they did.

Be an unbeliever if you wish, but the influence of chaplains--plus time taken by back-and-forth translation--saved the day. It resulted in something all involved were proud to put their names on.

In memory of this aspect of our State beginnings, we are asking those who will, to suggest to religious leaders, that in the course of services this November 13 Sunday (or observances any day preceding), they mention the thought our State was born in prayer and brotherhood.

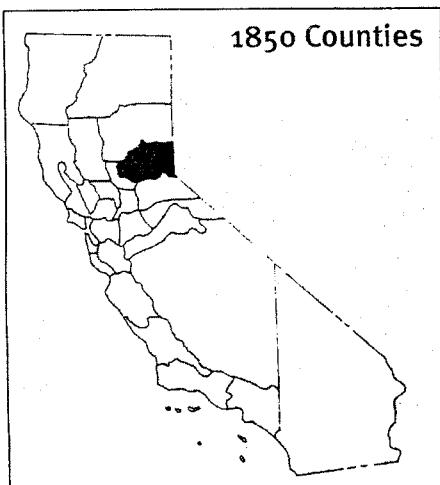
We have already been spreading this thought here and there from the Temple Judea in Laguna Woods to Aldersgate Methodist in Tustin to the Episcopal Church in downtown Santa Ana to St. Callistus Roman Catholic Church in Garden Grove. . . and many in-between-and-around about. We even requested the Orange County Human Relations Commission to assist in reaching as many varied religious groups as possible.

From the beginning a dozen years ago, our theme has been

CALIFORNIANS BUILT THEIR STATE TOGETHER. THEY STILL DO.

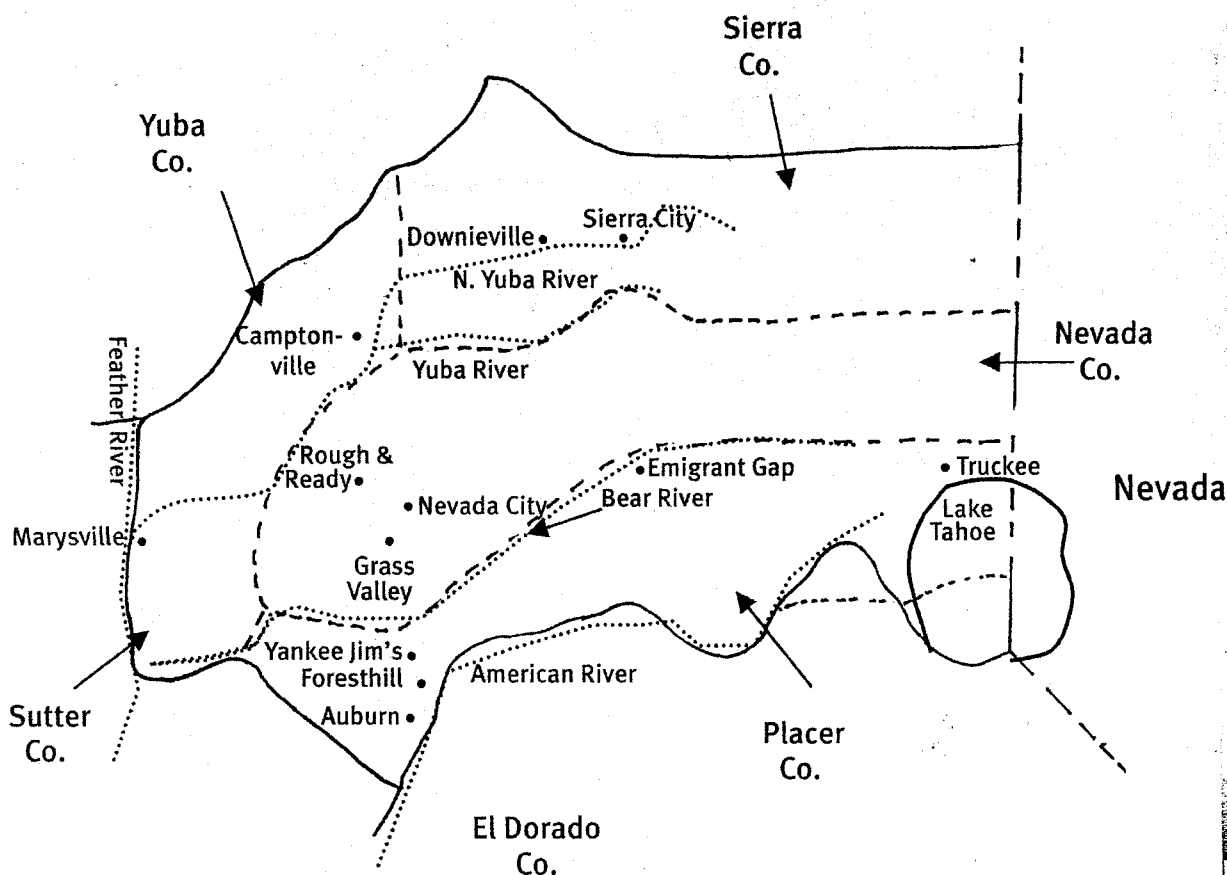


Galal Kernahan (949) 581-362

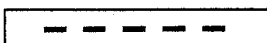


1850 Counties

1850 YUBA COUNTY



Present-day boundary
variations indicated by



§ 20. COUNTY OF YUBA—Beginning at the mouth of Honey Creek, and running up the middle of the same to its source; thence following the dividing ridge between Feather and Yuba Rivers to the summit of the Sierra Nevada; thence east to the boundary of the State; thence south following said boundary to the northeast corner of El Dorado County; thence in a westerly direction, following the northern boundary of said county, to the junction of the north and middle forks of the American River; thence in a northwesterly direction, following the boundary of Sutter County to the mouth of Bear Creek; thence running up the middle of Feather River to the mouth of Honey Creek, which was the place of beginning. The seat of justice shall be at Marysville.

Not settled in 1850: Truckee, Camptonville, Sierra City, Emigrant Gap

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LAW AND JUSTICE COMMITTEE



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff - Coroner

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

Ph: 530-749-7777 • Fax: 530-741-6445

510-11

NOVEMBER 15, 2011

TO: LAW AND JUSTICE COMMITTEE

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

RE: MASTER FEE SCHEDULE

RECOMMENDATION:

Approve the following changes to the Master Fee Schedule:

- I. Set and update Burglary and Robbery Alarm Systems fees (described below)
- II. Delete Probation Adult Offender Work Program fee and add Sheriff Adult Offender Work Program fee (described below)
- III. Add fees for Sheriff's Work Alternative Program and Electronic Monitoring (described below)

I. Section 13.00.050 – Set and update fees

Name of Fee	Current Fee	Proposed Fee
Burglary and Robbery Alarm Systems Permit (3 year)	Per Resolution	\$43.50
Burglary and Robbery Alarm Systems Permit - Transfer Fee	\$2.00	\$10.00
Burglary and Robbery Alarm Systems Permit - Renewal Fee	Per Resolution	\$43.50
Reapplication for Burglary and Robbery Alarm Systems Permit after Revocation	\$25.00	\$25.00

II. Section 13.00.056 – Delete Probation Adult Offender Work fee

Name of Fee	Current Fee	Proposed Fee
Probation Adult Offender Work	\$70.00	Delete

Section 13.00.050 – Add Adult Offender Work Program fee

Name of Fee	Current Fee	Proposed Fee
Adult Offender Work Program	N/A	\$70.00

III. Section 13.00.050 – Add Sheriff's Work Alternative Program (SWAP) and Electronic Monitoring fees

Name of Fee	Current Fee	Proposed Fee
Sheriff's Work Alternative Program (SWAP) - Administrative Fee	N/A	\$50.00
Sheriff's Work Alternative Program (SWAP) - Daily Fee	N/A	\$10.00
Sheriff's Electronic Monitoring Program Administrative Fee	N/A	\$50.00
Sheriff's Electronic Monitoring Program - Daily Fee	N/A	\$10.00

BACKGROUND:

There are three issues involved in this request. The first deals with the Burglary and Alarm Systems ordinance. Yuba County enacted a Burglary and Robbery Alarm System ordinance in 1980 and that ordinance remains essentially unchanged. The ordinance has not been enforced for many years, in fact no one currently working for the Sheriff's Office can recall the ordinance being enforced. In order to begin enforcing the ordinance, the fees must be set and updated.

The second issue is simply a reassignment of the Adult Offender Work Program Fee from Probation to the Sheriff's Office. At your September 27, 2011 meeting, you approved the AB 109 Implementation Plan as presented by Chief Probation Officer Jim Arnold on behalf of the Community Corrections Partnership. A component of that plan was to transfer responsibility for the current Adult Offender Work Program from the Probation Department to the Sheriff's Department. This request simply moves the fee (amount unchanged) authority in the Master Fee Schedule.

The third issue also relates to the AB 109 Implementation Plan approved by your board on September 27, 2011. One component of the AB 109 Implementation Plan authorizes the Sheriff to operate a work alternative program pursuant to 4024.2 of the California Penal Code. This program allows the Sheriff to offer a voluntary program under which any person committed to jail may participate in a work release program in which one day of participation will be in lieu of one day of confinement. The law also provides that the board of supervisors may prescribe a program administrative fee, not to exceed the pro rata cost of administration, to be paid by each person according to his or her ability to pay. A second component of the AB 109 plan authorizes the Sheriff to operate a home detention/electronic monitoring program pursuant to §§1203.016, 1203.017 and 1203.018 of the California Penal Code. §1203.016 is a voluntary home detention program for sentenced inmates and the statute allows the board of supervisors to prescribe a program administrative fee to be paid by each home detention participant that shall be determined according to his or her ability to pay. Inability to pay all or a portion of the program fees shall not preclude participation in the program, and eligibility shall not be enhanced by reason of ability to pay. §1203.018 is a pre-trial home detention/electronic monitoring program and the statute allows the board of supervisors to prescribe a program administrative fee to be paid by each electronic monitoring participant. 1203.017 is an involuntary home detention program and no fee may be assessed.

DISCUSSION:

I. Burglary and Robbery Alarm Systems Fee:

Over the past five years, alarm calls have represented 5 to 6 percent of all calls for service the Sheriff's Office receives. We have received an average of 1850 alarm calls per year and on average 98.9 percent of the calls are false alarms. Each false alarm call requires approximately 20 minutes of deputy time, usually for two deputies. Over the course of one year, that amounts to approximately 1300 hours of unnecessary time spent by the deputies. This does not include the time spent by dispatchers and other less tangible effects such as lost opportunity when deputies are unavailable to work on actual crime problems.

We do not expect to increase revenues through the proposed fees; instead our aim is to reduce the number of false alarm responses and thereby increase the time deputies are able to respond to other calls and employ crime prevention strategies. The fee is intended to cover the cost of administering the program and is consistent with fees charged in other jurisdictions.

II. Adult Offender Work Program

This is simply a reassignment of the department responsible for charging the fee.

III. Sheriff's Work Alternative Program/Electronic Monitoring

These are new programs, and as such we have not determined the actual administrative costs. In determining the proposed fees, we surveyed surrounding counties to establish the average cost of program administration and the proposed fees have been set within the range of surrounding counties. The surveyed counties were Sutter, Butte, Lake and Yolo who charge the fees below:

County	Program	Admin Fee	Daily Fee
Sutter	Work Alternative	\$50.00	\$13.00
	Electronic Monitoring	\$50.00	\$15.00
Butte	Work Alternative	\$75.00	\$7.00
	Electronic Monitoring	\$100.00	\$20.00
Lake	Work Alternative	\$35.00	\$8.00
	Electronic Monitoring	\$40.00	\$10 min - \$20 max
Yolo	Work Alternative	\$45.00	\$340 flat fee
	Electronic Monitoring	\$175.00 (1-15 days) Sliding scale for more than 15 days	

FISCAL IMPACT:

I. Burglary and Robbery Alarm Systems

It is suspected that the fee will cover the cost of program administration; however, depending on the number of false alarms avoided, a savings in hours spent on these unnecessary calls for service would be realized.

II. Adult Offender Work Program

N/A. There is no change to the fee, only the department authorized to charge the fee.

III. Sheriff's Work Alternative Program/Electronic Monitoring

As stated above, these are new programs and the fiscal impact is yet to be determined. We have received funding to help offset the cost of AB 109 implementation; however, it is doubtful that fees we are able to collect/assess, coupled with the subvention from the state, will adequately offset the cost of AB 109 implementation.

**COUNTY OF YUBA
SUMMARY OF A PROPOSED ORDINANCE
AMENDING SECTION 13.00.050 AND 13.00.56 OF CHAPTER 13, TITLE XIII
OF THE YUBA COUNTY ORDINANCE CODE**

The following is a summary of a proposed ordinance to be considered by the Board of Supervisors of the County of Yuba for adoption on _____ 2011.

The proposed amendments to the Yuba County Consolidated Fee Schedule will add fees to the Sheriff's Office for the Adult Offender Program and the SWAP Program, delete fees to the Probation Department for the Adult Offender Program and revise fees regarding Burglar Alarm Responses.

CLERK OF THE BOARD OF SUPERVISORS
DONNA STOTTLEMEYER

Legal Publication Date:
Account No.:



Public Facilities Committee





511-11

Administrative Services Memorandum

To: Public Facilities Committee
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: November 15, 2011
Re: IFB for Demolition of South Annex facility

Recommendation

Consider and approve for release the release the Invitation for Bid for the demolition of the County's South Annex facility.

Background

The former County Building at 938 14th Street in Marysville was originally constructed partially of former barracks from a local base, and it served as the County Hospital for many years. After that it served as the County Government Center for a long time. And subsequent to that it housed several non-profit organizations, the Yuba County Senior Center, and local businesses. It has been vacant now for over a year.

The building is in a decaying condition and aesthetically unsightly. It is not reparable and needs to be torn down.

Discussion

The South Annex facility has completed its useful life. It has most recently been used for multi-jurisdictional fire training, and is now in a condition where it must be demolished and hauled away. The County proposes to release an Invitation for Bid to obtain best pricing for the removal of this facility. The proposal is for demolition of the facility, soil filled in as necessary, and the lot scraped clean and sloped for drainage. We anticipate not affecting the trees or the access road at this time.

There are no immediate plans for the vacant property. It is our intention to leave the property vacant until a future County need is identified.

Fiscal Impact

There is no fiscal impact at this time to release the solicitation. When the bids are received, and the vendor is selected, Administrative Services will return to the Board for contract approval and allocation of funding.

Yuba County Administrative Services 749-7880

**COUNTY OF YUBA
INVITATION TO BID**

**Yuba County South Annex Facility
*Building Demolition Services***



PROPOSAL DUE DATE:

TBD

By 2:00pm P.S.T

NOTICE TO BIDDERS

PROJECT: BUILDING DEMOLITION SERVICES YUBA COUNTY SOUTH ANNEX FACILITY

Bids shall be received at the:

**Yuba County Government Center
Office of the County Clerk
915 8th Street
Marysville, California 95901**

Bids are due: **TBD** no later than 2:00pm PST

Bids will be publicly opened by Administrative Services in the Wheatland Conference Room at 2:10pm PST and read aloud. The Qualifications and Proposal forms, etc. should be submitted in a sealed envelope separate from the Price Proposal and separate from the Bid Bond. There should be 3 sealed envelopes and each shall be clearly marked with the project name.

General Work Description: The work to be performed under this Contract entails building demolition and site clearing and grading of the County's South Annex Building located at 938 14th Street, Marysville, CA. The project consists of demolition of a one-story 37,679 square foot wood frame building, site improvements, and clearing/grubbing, grading of the project site to a rough grade condition. Work also includes, building foundation removal, asphalt removal, debris removal, capping of all utilities and sanitary sewer lines, general grading leaving completely cleared pad free of all demolition debris. No work shall be performed within the public street right of way unless otherwise indicated. The entire parcel shall be scarified and graded to be contiguous with other cleared lot areas such that the entire lot drains to the street.

Plans, specifications, and proposal forms for bidding this project can be obtained free of charge, online at <http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>.

Bid Walk: A mandatory pre-bid walk will be scheduled for this project on **TBD**, 2011 at 10 am at 938 14th Street, Marysville, CA. Failure to attend the mandatory bid walk will result in an invalid bid proposal.

Bid Bond: Each bid shall be accompanied by a certified cashier's check, or bid bond, in the amount of 10 percent of the total bid price, payable to Yuba County Department of Administrative Services, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bidder shall guarantee the total bid price for a period of 60 days from the date of the bid opening.

License Requirements: In accordance with the provisions of California Public Contract Code Section 3300, the County has determined that the contractor shall possess a valid California contractor's license in good standing and in the classification of C-21 at the time that the Contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license(s) at the time of award.

Inquiries/Questions: Inquiries or questions must be communicated as a bidder inquiry prior to **TBD**. Inquiries may be submitted in writing to the Department of Administrative Services Purchasing Division, 915 8th Street, Suite 119, Marysville, CA 95901 or emailed to aarmstrong@co.yuba.ca.us.

Insurance/Bid Bond/Performance Bond: As a condition of award, the successful bidder will be required to provide a payment bond, a performance bond, and insurance certificates prior to the execution of the agreement by the County.

Prevailing Wage: Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The contractor and any of its subcontractors shall pay not less than said specified wage rates to all workers employed by them in the execution of the Work. The attached Prevailing Wage Acknowledgement (Exhibit B) must be completed and included in the bid.

Personnel/Subcontractors: Each bid shall include a list of all personnel that will be directly providing the services, including their experience, licenses and certificates. The attached List of Subcontractors (Exhibit C) must be completed and included in the bid.

References: Each bid shall contain a minimum of three (3) references (name, title, address and phone number) of whom the County may contact to verify services rendered or currently being provided. Public Agency referrals are preferable. The attached Contractor's References (Exhibit D) must be completed and included in the bid.

Bid Schedule: The Bid Fee Schedule (Exhibit E) must be completed and included in the bid

Bidder's Statement: The attached Bidder's Statement Form (Exhibit F) must be completed and included in the bid.

General Provisions:

The County reserves the right after opening the bids to reject any or all bids, to waive any informality in a bid or bid submittal, and to award to the lowest responsive, responsible bidder, as it may best serve the interests of the County.

Bids are required for the entire work described herein.

Standard Provisions

- (a) Contractor shall designate one person or representative of the Contractor who is authorized to act on its behalf with respect to this specified work.
- (b) All work schedules of the Contractor shall conform to all applicable County ordinances and be designed in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Project Manager who may modify them at any time. No additional costs shall be incurred by the County for any work schedule modifications which do not increase frequencies.
- (c) The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications. The work crew shall include at least one individual who speaks the English language proficiently.
- (d) All contract employees are to adhere to basic public works standards for working attire including: proper shoes and other equipment required by State Safety Regulations.
- (e) The Contractor must demonstrate they have the technical expertise, experience, facilities, capabilities, and financial resources necessary to perform the work in a satisfactory manner.
- (f) Prior to final award a credit check and financial evaluation of the business will be conducted.
- (g) All work performed shall be in compliance with appropriate OSHA standards, as well as all Federal, State, County, and local ordinances and regulations. Contractor must obtain all licenses and permits required and Contractor shall bear the cost for meeting this standard for all employees.

- (h) All work performed and completed under resulting agreement is subject to the acceptance of the County or its authorized representative.
- (i) Contractor should be able to provide proof that they have had a continuous C-21 license for a minimum of five years, without delinquencies.
- (j) Contractor should be able to provide proof of continuous General Liability, Auto and Workers Compensation Insurance coverage for the last five years.
- (k) Contractors shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured and issue and additional insured endorsement in amounts requested by County and maintain such insurance during term of contract.
- (l) No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will be publicly opened and read.
- (m) Contractor is responsible for any costs incurred or associated with the creation and submission of their proposal.

By submitting a bid, the Contractor acknowledges that he/she has investigated and satisfied himself/herself as to a) the conditions affecting the work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities or otherwise; and b) the character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the County or a designated consultant, as well as information presented in drawings and specifications included with this contract. Any failure by the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County.

BID CHECKLIST

THIS FORM MUST BE COMPLETED AND INCLUDED IN THE BID.

**BIDS THAT DO NOT CONTAIN THE DOCUMENTS LISTED BELOW WILL BE CONSIDERED
NON-RESPONSIVE**

- ☐ Bid Checklist
- ☐ Statement of Qualifications
- ☐ Bid Bond or Certified Cashier's Check
- ☐ Evidence of required licenses and certificates
- ☐ Evidence of insurance
- ☐ Signed Prevailing Wage Acknowledgement (Exhibit A)
- ☐ Signed List of Sub-Contractors (Exhibit B)
- ☐ Signed List of References (Exhibit C)
- ☐ Signed Bid Schedule (Exhibit D)
- ☐ Signed Bidders Statement and Addenda Acknowledgement (Exhibit E)
- ☐ Salvaged Materials List (Exhibit F)

EXHIBIT A – PREVAILING WAGE ACKNOWLEDGEMENT

I hereby assert that the proposal my firm submitted for the above-referenced services was prepared with the knowledge that the work is subject to the provisions of the California Labor Code. Should we be awarded the contract for this work, not less than the general prevailing rate of per diem wages for each craft or type of worker and mechanic needed to execute the contract in the County of Yuba, and not less than the general prevailing rate of per diem wages for holiday and overtime work as determined by the Director of Industrial Relations of the State of California, shall be paid to all workers employed.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Firm: _____

State Contractor's License No. and Class: _____

Expiration Date: _____

EXHIBIT B - PREVAILING WAGE ACKNOWLEDGEMENT

I hereby assert that the proposal my firm submitted for the above-referenced services was prepared with the knowledge that the work is subject to the provisions of the California Labor Code. Should we be awarded the contract for this work, not less than the general prevailing rate of per diem wages for each craft or type of worker and mechanic needed to execute the contract in the County of Yuba, and not less than the general prevailing rate of per diem wages for holiday and overtime work as determined by the Director of Industrial Relations of the State of California, shall be paid to all workers employed.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Firm: _____

State Contractor's License No. and Class: _____

Expiration Date: _____

THIS FORM TO BE COMPLETED BY THE CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT B - LIST OF SUBCONTRACTORS

Mark one of the boxes below:

☐ BIDDER does not propose to subcontract the work.

☐ BIDDER proposes to subcontract certain portions of the work to the individuals / firms listed below:

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

Name of Individual / Firm Submitting Bid: _____

Signature of Bidder: _____

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT C - LIST OF REFERENCES

The following are the names, addresses, and telephone numbers of three (3) references for which BIDDER has performed similar work within the past three years. Public Agencies are preferred.

1. _____
Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

2. _____
Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

3. _____
Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds.

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT D – BID SCHEDULE

BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	PRICE
1	Traffic Control and Safety	LUMP SUM	
2	Clearing, Grubbing and Removals	LUMP SUM	
3	Demolition and Removal	LUMP SUM	
4	Grading, Compaction and Dust Control	LUMP SUM	
5	Environmental Abatement	LUMP SUM	

CONTRACTOR AUTHORIZED PERSON MUST SIGN AND DATE THE BID SCHEDULE AND INCLUDE IT IN THEIR BID.

Contractors Name (Print)

Contractor's Signature

Date

EXHIBIT E – BIDDERS STATEMENT

By signing below, I certify that I have read, understand and agree to all requirements of this invitation for bid, all addenda issued and the contractual requirements as statement within the project documents. I have thoroughly examined the property, Notice to Bidders, project specifications and addenda and I propose to complete the work for:

TOTAL BID AMOUNT: \$ _____

By submitting a bid, the bidder acknowledges that he/she has investigated and satisfied himself/herself as to a) the conditions affecting the work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities or otherwise; and b) the character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the County or a designated consultant, as well as information presented in drawings and specifications included with this contract. Any failure by the bidder to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the County.

COMPLETE LEGAL NAME OF COMPANY

BUSINESS ADDRESS

PHONE NUMBER

PRINTED NAME OF AUTHORIZED AGENT (TITLE)

SIGNATURE OF AUTHORIZED AGENT

DATE

FEDERAL IDENTIFICATION NUMBER

DUNS NUMBER

CONTRACTORS LICENSE NUMBER AND CLASSIFICATION

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT F - SALVAGED MATERIALS LIST

Identify all salvaged, reusable, recycled materials for this project below. Attach additional pages as needed:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

DEMOLITION TECHNICAL SPECIFICATIONS

A. LOCATION MAP

A Location Map depicting the property is included on page Demolition Technical Specifications Page 6.

B. GENERAL NATURE OF THE WORK

The work to be performed under this Contract entails building demolition and site clearing of 938 14th St. The project consists of demolition of a one-story 37,679 square-foot wood frame building, site improvements, and clearing of the project site to a rough grade condition. Work also includes, building foundation removal, debris removal, capping of all utilities and sanitary sewer lines, general grading leaving completely cleared pad free of all demolition debris. No work shall be performed within the public street right of way unless otherwise indicated. The whole parcel shall be scarified and graded to be contiguous with other cleared lot areas such that the entire lot drains to the street.

B.1 General Information

- B.1.1 The Contractor shall complete the demolition and removal of all buildings, concrete slabs, footings and miscellaneous asphalt and concrete on the property, with the exception of the ring roadbed, as directed by the County in writing. The building material to be demolished and removed is of various types.
- B.1.2 The Contractor shall inspect the job site and determine the work required to demolish and remove the specified building and other miscellaneous job site removals. The Contractor shall include in his/her Proposal any work not specifically mentioned, but logically requiring demolition and removal to completely clear the site.
- B.1.3 The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be utilized.

B.2 Material Disposition

- B.2.1 The buildings and appurtenant improvements and all materials resulting from their demolition or removal shall become the property of the Contractor and shall be removed from the premises and disposed of at the Marysville Transfer Station. The Contractor shall not dispose of the improvements or materials therefrom by sale, gift, or in any manner whatsoever to the general public at the site; however, this provision shall not be construed as limiting or prohibiting the sale or disposal of such improvements or materials at the site to duly licensed contractors or materials men, provided that the materials are removed by the Contractor. The County encourages salvage, reuse, and recycling of materials during the demolition/deconstruction process in an effort to conserve natural resources, reduce the amount of materials to be landfilled, and reduce waste and disposal fees. The Contractor is required to identify all salvaged, reusable, recycled materials as indicated on the Proposal Form. Any landfill fees shall be included in the appropriate bid items.

B.3 Burning of Materials

B.3.1 At no time shall the burning of combustible materials on the site be permitted.

B.3.2 The Inspector reserves the right to search for buried debris after completion of the demolition operations. If debris is uncovered, the Contractor shall remove all uncovered material and pay to the County the cost of the exploratory work.

B.4 Site Maintenance

The Contractor shall provide dust control and site cleanup measures in accordance with Section 7-8.1 of the Standard Specifications.

C. ORDER OF WORK

The following schedule will be the order of work:

1. Building demolition
2. Site clearing and clean up

D. ITEMS OF WORK

ITEM 1: TRAFFIC CONTROL AND SAFETY

This item shall be accomplished in accordance with the provisions set forth in Section 7-10, "Public Convenience and Safety", of the Standard Specifications, except as modified and supplemented below:

1a. Security of Job Site

The Contractor shall appoint a representative to periodically monitor the job site 24 hours a day except during periods when the Contractor has other personnel on the site. This requirement covers weekends and holidays and shall extend until the structures have been removed to help ensure that unauthorized individuals are kept from the site and that the safety of the public, both motoring and pedestrian, is maintained. The Contractor shall furnish, to the Inspector prior to start of any work, the name and telephone number of the person appointed by the Contractor to be contacted after hours and during weekends or holidays in the event immediate attention to the work site is necessary.

1b. As the first order of work, the Contractor shall install temporary 6' security fencing that will adequately prevent access to the jobsite by unauthorized personnel.

1c. Parking Restriction

Parking within the demolition area may be restricted during demolition operation. Temporary "No Parking" signs shall be provided and posted by the Contractor 48 hours in advance of demolition. These signs shall read "Temporary No Parking Tow-Away CVC 22654 (d)". In addition, the "No Parking" signs shall clearly state the date and hours during which the restriction is effective. Permission and requirements shall be obtained from the Inspector for any "No Parking" signs to be posted on existing trees, utility poles and traffic signs.

1d. Notification to Businesses and Residences

The contractor shall coordinate with the County to notify the affected adjacent businesses; primarily Juvenile Hall and the Yuba County Office of Education located across 14th Street; and to minimize the impact to their parking and the access to their businesses.

1e. Signs and Barricades

The Contractor shall provide sufficient signing and barricades to protect the public, both motoring and pedestrian, and construction personnel. All barricading and construction signing shall be in conformance with the appropriate practices as published by Building News, Incorporated; 3055 Overland Avenue, Los Angeles, California, 90034. Sole determination as to the adequacy of construction signing and barricading shall be made by the Inspector or his/her designated representative. Supplemental signing and barricading required in the opinion of the Inspector to protect the public shall be immediately erected by the Contractor at no additional cost.

1f. Street Closures/Full or Partial

The Contractor shall apply for a traffic control permit from the City of Marysville for any type of street closure, full or partial (Note: This does not apply to the ring road). At the time of application for the traffic control permit, the Contractor shall submit a detailed Traffic Control Plan for approval by the Project Manager. The plan shall indicate the location and type of signs and barricades to be utilized. The adequacy of the signing shall be determined by the County Project Manager.

The Contractor shall notify the Inspector 48 hours prior to any change in the approved Traffic Control Plan. In case of a full closure, the Contractor shall provide barricades and reflectorized "Road Closed to Through Traffic" signs at the intersections immediately in advance of all such closures at all such closures, at entrances to the closures, and at all detour route signing. Detour signs shall be posted on wood or metal posts. Signs shall not be posted on any tree, utility pole or traffic signs.

1g. Drive Approaches and Pedestrian Access

Access to all driveways in the area of the construction shall be open and accessible during nonworking hours. The Contractor shall keep open all driveways except for short periods of time as outlined in Section 7-10, "Public Convenience and Safety", of the Standard Specifications. Where any drive approach must be closed, the Contractor shall hand deliver a notice 24 hours prior to the work. Adequate provisions for pedestrian access shall be provided for at all locations and shall be shown on all Traffic Control Plans.

Payment for this item shall be a Lump Sum bid price and considered as full compensation for complying with all requirements as specified herein and no additional compensation will be allowed.

ITEM 2: CLEARING, GRUBBING AND REMOVALS

The provisions of Section 300-1, "Clearing and Grubbing", of the Standard Specifications shall apply except as modified and supplemented below.

- 2a. The work to be performed under this item consists of all removals, clearing and grubbing within the area indicated on plans. The building and limits of clearing are shown on the Site Demolition Plan.
- 2b. This item shall include, but is not limited to, the following:
 - i. Removal of the asphalt concrete paved areas;
 - ii. Removal of utility lines from the public right-of-way to the structure;
 - iii. Capping of utility lines at the public right-of-way;
 - iv. Removal of planters and landscaped areas [while leaving existing trees intact];
 - v. The public sidewalk shall be protected in place and any damage to existing sidewalk shall be repaired by the Contractor at no additional cost to the County.

- 2c. All affected utility companies are to be contacted 48 hours prior to any construction that affects their facilities. Coordination with the several utility companies shall be considered as included in the lump sum bid and no additional compensation will be allowed therefore.
- 2d. Payment for this item, at the Lump Sum bid, shall be considered as full compensation for doing all the work as specified herein and no additional compensation will be allowed therefore.

ITEM 3: DEMOLITION AND REMOVAL

This item consists of the demolition and removal of the designated structures within the project boundaries as shown on the plans. These items shall include, but not be limited to, the following:

- 3a. Demolition and removal of existing structures as shown on the attached Site Demolition Plans;
- 3b. Demolition and removal of existing foundations and appurtenant items;
- 3c. Demolition and removal of the building shall be performed in accordance with these specifications and all applicable State and Local codes and OSHA requirements. All portions of footings, room slab, piping and other improvements shall be removed except as otherwise specified in these contract documents or specifically authorized in writing by the County. All adjacent property and improvements shall be fully protected from damage due to the work of this contract. The Contractor is responsible for making all repairs for damage to adjacent improvements at no additional cost to the County.
- 3d. Demolition and sewer cap off permits are required from the Yuba County Building Department. The Contractor will be responsible for paying the permit fees and for obtaining the permits. See Section 5, Utilities of Part 1 of these Special Provisions for specific responsibilities to be followed by the Contractor in the removal and disconnection of utility services prior to demolition.
- 3e. Payment for this item, at the lump sum bids, shall be considered as full compensation for doing all the work as specified herein and no additional compensation will be allowed therefore.

ITEM 4: GRADING, COMPACTION, AND DUST CONTROL

- 4a. This item consists of unclassified excavation and fill required to grade the site to eliminate drainage ponding as determined by the Project Manager. The Contractor is advised that import earth material may be required and that it is their responsibility to estimate the required amount, secure a suitable source, and to transport the required material to the site and place it as compacted fill.
- 4b. Dust shall be controlled during demolition and clean up by periodic watering per County of Yuba and FRAQMD Standards. Following finished grading, the Contractor shall apply a penetrating application of water to thoroughly saturate the soil to retard wind erosion.

- 4c. Any Contractor performing work on this project shall familiarize him/herself with the site and shall be solely responsible for any damage to existing facilities resulting directly or indirectly from his operations.
- 4d. Utility line locations were taken from records and were not located in the field. All slopes, swales and berms are to be finished as a part of rough grade.
- 4e. The graded site shall be left in a smooth, plane condition. All graded areas shall be configured to drain in a sheet flow condition with positive drainage off the site towards the adjacent street. No on-site ponding is permitted. The Contractor will be responsible for furnishing, placing and compacting all imported earth material necessary to bring the demolition site to the required grading plane.
- 4f. Site grading shall meet existing adjacent sidewalk or curb grades. No grade drop off shall be allowed adjacent to sidewalks or curb.
- 4g. No fill shall be placed until preparation of the original ground is approved by the Project Manager.
- 4h. Full compensation for furnishing all labor, materials, tools, and equipment, and imported earth material and doing all the work involved in unclassified fill construction shall be considered as included in the Contract Lump Sum Price bids for Grading and Dust Control; and in addition shall include full compensation for the cost of all soil import, grading, shaping, compacting or consolidating, and any other work that is required under this subsection.

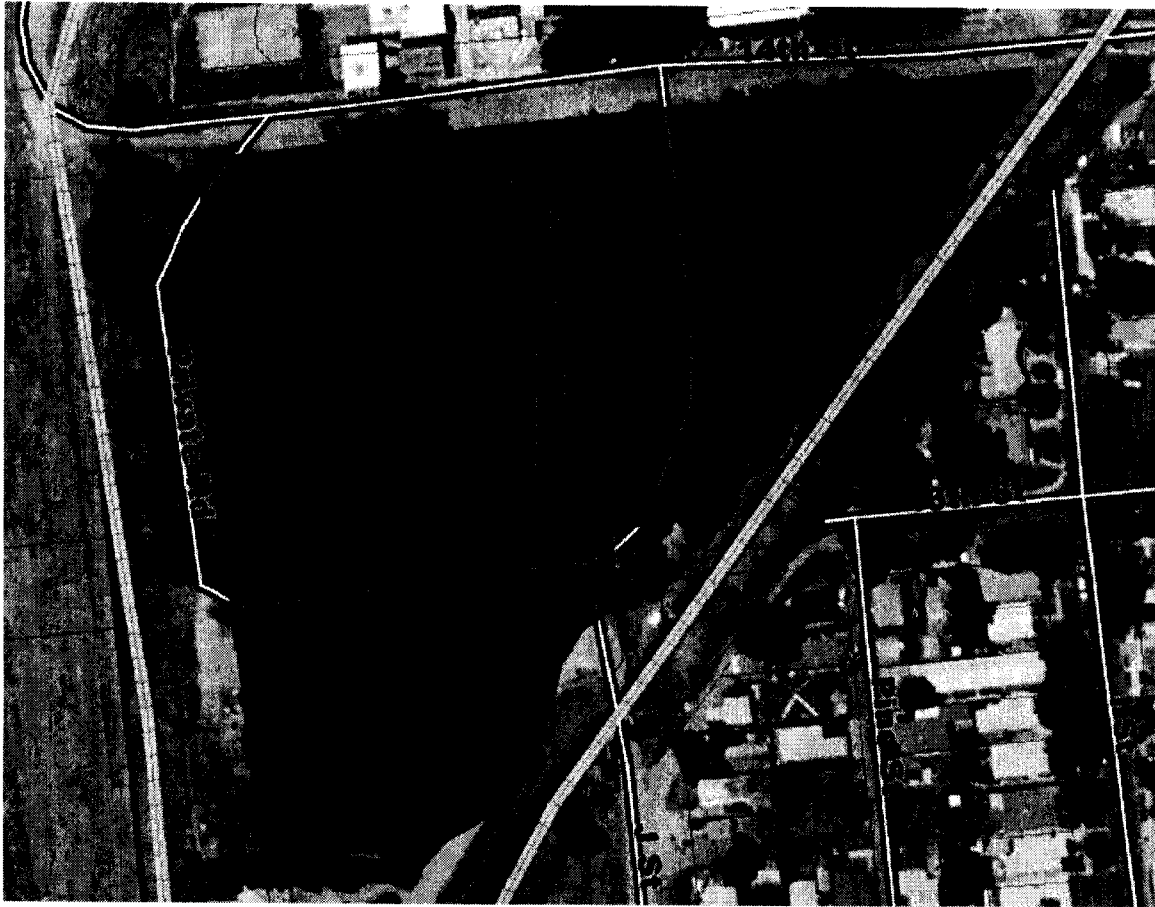
ITEM 5: ENVIRONMENTAL ABATEMENT

- 5a. Asbestos Abatement – The site has been fully abated for asbestos. A copy of the report is available from the County and will be shared upon award of the contract.
- 5b. Lead Abatement – The site has not been tested for lead paint, although given the age of the facility we suspect there may be lead containing paint in the facility.
- 5c. PCB Abatement – The County believes it has removed all PCB containing fluorescent light fixtures.
- 5d. Upon the completion of environmental abatement work [if necessary] and prior to demolition work, the Contractor shall provide independent clearance to the County that all abatement work has been completed.
- 5e. All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing asbestos abatement and any other trade work done in conjunction with the abatement.

E. SUBMITTALS AND NOTICES

The Contractor is reminded to comply with all notification and working requirements imposed by the Feather River Air Quality Management District. Notification forms, instructions can be obtained from the FRAQMD web site at www.fraqmd.org, as well as other notices as required per Section 7 of the Special Provisions.

LOCATION MAP



SPECIAL PROVISIONS

INTRODUCTION: The format of these Special Provisions follows that of the 2009 Edition of the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" which is, by reference, included within the Contract Documents of this project. (See Section 2-5.1.1 herein.) These Special Provisions supplement, modify and take precedence over the Standard Specifications. The Standard Specifications are hereby amended and supplemented as follows:

SECTION 1: TERMS, DEFINITIONS, AND ABBREVIATIONS

TERMS

Agency/County or State	County of Yuba, a political subdivision of the State of California
Board	Board of Supervisors of the County of Yuba
Inspector	The representative of the County Project Manager who is assigned to inspect conformance of the work in accordance with Plans and Specifications.
Project Manager	Project Manager as defined by the Department of Administrative Services of the County of Yuba
Right-of-Way	Includes County of Yuba Public Rights-of-Way and any Public Easements; whether County of Yuba or City of Marysville
Sewer Lateral	Building(s)/Structural Connection Sewer.
Standard Plans	County of Yuba Standard Drawings for Construction
Surface Course	The top layer of pavement designed to provide structural value and/or a surface resistant to traffic abrasion.
Traveled Way	That portion of the roadway reserved for the movement of vehicles for the general public, exclusive of shoulders and auxiliary lanes. Where traffic has been diverted or restricted to certain lanes, with the approval of the Project Manager, these diversions or restricted lanes become the traveled way.

ABBREVIATIONS

AC	Asphalt Concrete
PCC	Portland cement concrete
R & R	Remove and Replace
Std. Specs.	Standard Specifications

SECTION 2: SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

2-1.1 Scope of Project. The project consists of site clearing, debris removal, building demolition and removal, foundation removal, asphalt and concrete pavement removal, business sign removal and general site grading for the building located at 938 14th Street, Marysville, CA 95901.

2-1.2 Examination of Site of Work, Proposal Forms, Plans and Specifications. The Bidder is required to carefully examine the site of work, Bid Forms, Plans and Specifications for the work contemplated. The submission of a bid shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of all the Contract Documents.

All incidental parts which are neither shown on the Plan nor otherwise specified, and which are necessary to complete the demolition and grading of property as shown on the Plan and as specified herein, shall be furnished and installed as though such parts were shown on the Plans or specified, and no additional compensation will be allowed therefore.

2-1.3 Addenda. Any addenda issued electronically and available online during the time of bidding and shall be acknowledged in your bid and will be made a part of the Contract.

2-1.4 Proposal Guaranty. Prior to the proposal submission deadline, all Bidders must deliver to the Purchasing Division, a cashier's or certified check made payable to the County of Yuba, or a Bidder's bond executed by a corporate surety admitted to engage in such business in the State of California, for an amount equal to at least ten percent of the amount of said proposal. No proposal shall be considered unless such proposal guaranty is received by the proposal submission deadline. Proposals submitted without a proposal guarantee shall be declared non-responsive and will not be further considered. The Bidder shall have sole responsibility for the timely delivery of its proposal guarantee.

2-1.5 Withdrawal of Proposals. Any proposal may be withdrawn prior to the hour and date set forth in the Notice Inviting Bids. The timely withdrawal of a proposal shall not prejudice the right of a Bidder to file a new proposal.

2-1.6 Disqualification of Bidders. More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different name will not be considered. Although, if a bidder wishes to offer a second or alternate bid, it must be marked as such and state the reasons why an alternate is offered.

If there is a reason for believing that collusion exists among the Bidders, none of the participants in such collusion will be considered in awarding the Contract. In order to comply with Public Contract Code Section 7106 the Contractor shall certify to non-collusion when submitting the bid. The proposal provides this affidavit, which must be completed, signed, and notarized.

Proposals in which the prices are obviously unbalanced may be rejected. If the experience or financial background of the Contractor is inadequate or past performance has been unsatisfactory the proposal may be rejected.

2-1.6.1 Contractor's License. The work requires the Contractor to have a "C-21" License. **Bidders must be properly licensed to perform the work of the project at the time they submit bid proposals** in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Procedures of the California State Contractor's License Board and in good standing with the Board. Proof of such license shall be provided as required by Business and Professions Code Section 7031.5. **Failure to be so licensed shall result in rejection of the proposal as non-responsive.**

2-1.7 Rejection of Proposals. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids uncalled for, incomplete proposals, erasures, or irregularities of any kind; however, the County reserves the right to waive irregularities. The County also reserves the right to reject all proposals and shall not be liable for any expenses or costs incurred by Bidders in preparing their proposals.

2-1.8 Award of Contract. The Contract, if awarded, will be to the lowest responsive and responsible Bidder on the basis of the total construction items and whose proposal complies with all the requirements prescribed. Such award, if made, will be within **ninety (90)** days after the opening of the bids. All proposals will then be compared to each other and to the Project Manager's cost estimate on the basis of the total lump sum bid.

Prior to the award of the Contract, if requested, the Contractor shall submit to the County a financial statement and resume of previous work of a similar nature.

2-1.9 Qualifications. Contractor must have five (5) years experience under their current license and firm within the past five (5) years with no delinquencies or suits.

2-1.10 Execution of Contract Agreement. A sample contract is attached to this agreement. Once a contract award is made by the Board of Supervisors, the awardee agrees to negotiate the contract in good faith, and in a reasonable amount of time.

Failure to execute and return the Contract Agreement and acceptable bonds and insurance as provided herein within a reasonable time may be just cause for the County to rescind the award of the contract.

2-1.11 Return of Proposal Guaranties. Within ten (10) days after the award of the Contract, the Purchasing Agent will return all the proposal guaranties accompanying the proposals which are not to be further considered in making the award. All other proposal guaranties will be held until the Contract Documents have been fully executed, after which all proposal guaranties, except those forfeited, will be returned to the respective Bidders.

2-1.12 Bid Protest Procedures. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

The Director of Administrative Services, or in his or her absence the Assistant Director of Administrative Services, shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken.

- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after mailing of the decision by the Director of Administrative Services.

The Director of Administrative Services shall discuss with County Counsel all protests and appeals before issuing a written decision.

If so requested as set forth in Section 2-1.13 (b) above, the Clerk of the Board of Supervisors shall schedule the appeal for hearing by the Board of Supervisors at a regularly scheduled meeting within twenty (20) working days from the date of receipt of the appeal. The decision of the Board of Supervisors is final.

2-2 ASSIGNMENT

2-2.1 Contractor Indebtedness. Indebtedness incurred for any cause in connection with this work must be paid by the Contractor and the County is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract. The Contractor will indemnify and hold harmless the County and its officers and employees from any loss, demand, damages, claims or actions arising from or in connection with said indebtedness.

2-3 SUBCONTRACTS

2-3.1 The Environmental Abatement

The Environmental Abatement items have been designated as "Specialty Items" in this project.

Bidders are reminded to fully complete the subcontracting section on the Bid Proposal and to thoroughly review Section 2-3 of the Standard Specifications. Bidders are encouraged to contact the Purchasing Agent of the County of Yuba prior to submittal of a bid for clarification of any questions concerning subcontracting requirements.

2-3.2 Prompt Payment to Contractors. The prime Contractor shall pay each subcontractor under the prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the County. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval by the Project Manager.

2-4 CONTRACT BONDS

Performance and Payment Bonds are required. The amount of each Bond shall be 100% of the Contract Price. See Section 2-4 of the Standard Specifications for other details.

Each bond which is subscribed by an out-of-state bonding company shall contain the name, address and telephone number of an agent located in the State of California who is authorized to act for the bonding company. Listing of bonding companies in U.S. Department of Treasury Circular 570 is not required, but the corporate surety must be authorized to issue the bonds in the State of California with a minimum A-7 rating. For information to Bidders, attached to these Special Provisions are forms for Performance Bond and Payment Bond. These forms, in lieu of bonding company forms, must be used. The forms will be delivered to the Contractor with the Contract Agreement.

2-5 PLANS AND SPECIFICATIONS

2-5.1 Standard Specifications. The work embraced herein shall be done in accordance with the provisions of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2009 Edition, written by Public Works Standards, Inc., insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications, and as modified herein. Uniform Building Code, Plumbing Code, Fire Code, Mechanical Code, National Electrical Code and Uniform Code for Abatement of Dangerous Buildings also apply. All will be the latest editions as adopted by the Board of Supervisors. Where reference is made to the "Standard Plans", the County of Yuba "Standard Drawings for Construction" shall apply.

2-11 INSPECTION

2-11.1 Inspection Scheduling. Inspection will be provided based on regular eight-hour working days, Monday through Friday, excluding County holidays, generally from 7:00 AM to 3:30 PM (including 30 minutes for lunch). When the Contractor's operations or public safety requires inspection beyond the regular eight-hour working days, the cost of the additional inspection shall be borne by the Contractor and shall be deducted from any payments due to the Contractor.

If and when the Contractor wishes to perform any work which would require inspection beyond the regular eight-hour working days, the Contractor shall submit a written request for approval to the Project Manager not less than three working days before the planned start of such work.

2-11.2 County Holidays. County holidays will be observed on the following days:

January 1st	New Years Day
Third Monday in January	Martin Luther King Jr's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving
The day following Thanksgiving	Thanksgiving
December 23	Christmas Eve
December 26	Christmas Day (Mon. Observed)

If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

2-11.3 Pre-Bid Conference/Job-Site Walk

A mandatory pre-bid walk and bidders conference is scheduled for **TBD** at 10:00 a.m. PST

Bidders may submit, in writing, questions any issues related to this request by no later than **TBD**. All questions should be submitted to the office of the Purchasing Agent **only**, and must be in writing and submitted via email to aarmstrong@co.yuba.ca.us or by U.S. mail. All responses will be in writing and will be considered an addendum to this document. Addenda will be posted to the website within 3 working days from the date of the pre-bid walk and no less than 7 working days prior to bid close.

SECTION 3: CHANGES IN WORK

3-3. EXTRA WORK

3-3.1 Payment. Payment shall be in a lump sum upon completion of the project, unless other arrangements are made at time of award. Milestone payments, less retention, may be considered.

3-3.2.1 General. When the price for the extra work cannot be agreed upon, the County will pay for the extra work as provided in Subsection 3-3.2.2 and 3-3.2.3 as amended herein. When extra work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of such work shall be subject to the approval of the Project Manager.

3-3.2.2 Basis for Establishing Costs.

3-3.2.2a Labor. The Contractor will be paid the cost of labor used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of Actual Wages. Actual wages include wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

3-3.2.2b Materials. Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such material will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof as evidenced by supplier's invoice.

The County reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the work.

3-3.2.2c Tool and Equipment Rental. The Contractor will be paid for the use of equipment at the current market rental rates.

These rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Move in and out or minimum charges, other than the hourly rate, shall not apply to equipment available from the work force already on the job site.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the County than holding it at the work site, it shall be returned unless the Contractor elects to keep it at the work site at no cost to the County.

Individual pieces of equipment or tools having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

3-3.2.3 MARKUP

3-3.2.3a Work by Contractor. A markup of 10 percent shall be added to the Contractor's costs for labor, materials, and equipment rentals and shall constitute the markup for all overhead and profits. In addition to this markup, 1 percent shall be added to the Contractor's costs as compensation for bonding.

3-3.2.3b Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in Section 3-3.2 shall be applied to the Subcontractor's costs as determined under 3-3.2.2. A markup of 10 percent shall be added to the Subcontractor's direct cost for labor, materials and equipment rentals and constitute the markup for all overhead and profits.

3-3.3 DAILY REPORTS FOR EXTRA WORK. The daily report specified in Section 3-3.3 of the Standard Specifications shall include only that work which is included in the Contractor's claim for extra work.

3-4 CHANGED CONDITIONS

In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the Project Manager as "extra work", the Contractor shall notify the Project Manager in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the Project Manager is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor shall be deemed to have waived the claims for such extra compensation. Such notice by the Contractor, and the fact that the Project Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the Project Manager. If the Project Manager determines that the claim is well founded, it shall be allowed and paid for as "extra work"; if the Project Manager determines that the claim is not well founded, it shall be disallowed and not paid.

3-5 DISPUTED WORK

Work done beyond the scope of work, work done in the absence or without the knowledge of the Project Manager or any alleged extra work done without the County's written authorization, will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for by the County. The Contractor may be required to remove such unauthorized work at no expense to the County, as determined by the Project Manager.

3-5.1 Notice of Potential Claim

The Contractor shall not be entitled to the payment of any additional compensation or extension of time unless the Contractor has given the Project Manager a written Notice of Potential Claim as required herein. Compliance with this Section shall not be a prerequisite as to matters within the scope of the protest provisions in Section 6-7, "Time of Completion," or the notice provisions in Section 3-4, "Changed Conditions," nor to any claim which is based on differences in measurements or errors of computation as to Contract quantities.

Contractor's compliance with the claims procedures herein shall not relieve Contractor of responsibility for presenting a written Government Code claim, in accordance with California Codes section 900 et seq., which is a prerequisite to filing suit for money or damages against the County

Contractor shall submit the written Notice of Potential Claim to the Project Manager prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation and/or time.

Contractor's written Notice of Potential Claim shall be submitted on the appropriate form furnished by the County, and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. A copy of the Notice of Potential Claim form is contained in these Special Provisions. The notice shall set forth the justification for the additional compensation, as

well as a breakdown of the estimated costs. Within 15 calendar days of completing the affected work, the Contractor shall submit substantiation of the Contractor's actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of the Notice of Potential Claim.

The intention of this section is to bring differences between the parties to the attention of the Project Manager as early as possible, in order to expedite resolution. Contractor waives its right to any additional compensation and/or extension of time for any claim not submitted in accordance with this section.

Upon request by County, Contractor shall make available for inspection and copying, any and all documents or records in Contractor's possession which pertain to the potential claim.

SECTION 4: CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 Materials and Conditions to be Tested. The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor. The results of the testing shall be made available to the Project Manager upon request. These tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

Full compensation for performing quality control tests and making the results available to the Project Manager shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

The County may perform quality assurance testing at the discretion of the Project Manager. The Contractor shall provide reasonable access and time to the Project Manager to perform quality assurance testing. The cost of retesting any portion of the work or materials, which have failed the initial quality assurance test taken by the County, shall be borne by the Contractor.

SECTION 5 --- UTILITIES

5-1 LOCATION

5-1.1 Utility Marking/Coordination. The Building Inspection Department will not issue a construction permit as referenced in Section 7-5.1 of these Special Provisions for any work involving excavation for underground facilities unless the applicant has been provided an inquiry identification number by Underground Service Alert of Northern California.

The County has advised the various utility owners that disconnection of their service lines will be requested in the near future for the buildings to be demolished; and has done some preliminary work to begin the disconnection process. The Contractor shall coordinate the actual disconnection with his operations. However, prior to start of demolition, the Contractor shall coordinate and later verify that such facilities have been disconnected. In the event any such facilities have not been disconnected, it shall be the responsibility of the Contractor to notify the utility companies to remove their service lines.

Before buildings are removed, the Contractor shall plug all sewer lines or laterals at the property line. All sewer capping shall be subject to approval by the Inspector.

The County has already shut off all water to the property. This must be considered in all project planning.

The Contractor shall notify Underground Service Alert (U.S.A.) at least 48 hours prior to any excavation within the project. The Contractor shall supply the U.S.A. ticket number to the Project Manager. The U.S.A. telephone number is 1-800-422-4133.

The Contractor shall notify all utility companies 48 hours in advance to beginning any excavation in the vicinity of said utility's facilities.

If the Contractor finds evidence of utilities not shown on the Plans, he shall notify the Inspector immediately.

Compensation for notification and coordination with utilities and other agencies shall be included in the items bid and no additional compensation shall be allowed therefore.

5-1.2 Potholing Requirements The Contractor shall uncover and verify the location of utilities indicated to be within the limits of construction before excavation for improvements.

The cost for performing the work as herein described, including equipment, labor, tools and materials shall be included in the lump sum in the proposal and no additional compensation will be made therefore.

SECTION 6 --- PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

6-1.1 Construction Schedule. The Contractor shall submit a construction schedule to the Project Manager at the preconstruction conference. During the construction the Contractor shall review and update the schedule weekly. Rescheduling any work under this Contract shall not be permitted to allow the Contractor the ability to accommodate another contract, even with the County. A bar graph form of schedule will be acceptable.

6-3 SUSPENSION OF WORK

6-3.1 Stage III Smog Episode. No exterior work shall be done on a day for which a Stage III smog episode is forecast as defined by the Feather River Air Quality Management District (FRAQMD). The Contractor will not be entitled to any delay damages for such a suspension, but an automatic time extension will be granted. When FRAQMD predicts that a Stage III episode level will be reached the following day, an announcement containing the specifics will generally be provided by 2 p.m. on the day the prediction is made.

6-7 TIME OF COMPLETION

6-7.1. Specified Contract Time. The Contractor shall complete the work within **Thirty (30) working days** after the commencement date specified in the Notice to Proceed.

6-8 COMPLETION AND ACCEPTANCE AND WARRANTY

6-8.1 Project Manager Acceptance/Guarantee Period. When, in the judgment of the Project Manager, the work has been completed in accordance with the Plans and Specifications and is ready for final acceptance, the Project Manager may accept the work as complete. Upon acceptance of the work, the Project Manager will notify the Building Inspector and the Department of Administrative Services of the completion thereof, and the Purchasing Agent will file a Notice of Completion with the County Recorder. The date of the Project Manager's acceptance of the work will be the date when the Contractor is relieved from responsibility to protect and maintain the work. The one year guarantee period of the Work shall commence on the date the Notice of Completion is filed with the County Clerk.

6-9 LIQUIDATED DAMAGES

6.9.1 Liquidated Damages shall be assessed in the amount of **\$500.00 per calendar day** that exceeds the number of working days designated for this Contract under Section 6-7, Time of Completion.

SECTION 7 -- RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR

7-2.1 Prevailing Wage. The Contractor shall ensure that the prevailing wage requirement is applied to anyone performing work on this project. Contractor shall comply with the provisions of Section 1775 and 1813 of the Labor Code of the State of California and price their proposal response accordingly. Further information concerning Prevailing Wage rates can be found at: www.dir.ca.gov/dlsr/dprewagedetermination.htm

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall not pay less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The Contractor shall forfeit, as penalty to the County of Yuba, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provision of such Labor Code.

7-3 LIABILITY INSURANCE

7-3.1 Insurance Requirements.

- a. Secure and Maintain Insurance. Prior to County's execution of the Agreement, Contractor shall secure, and shall thereafter maintain without lapse of coverage until completion of the Contract, such commercial general liability and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any Subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

The Contractor shall also obtain and shall thereafter maintain pollution liability insurance in the minimum amount of \$5,000,000 to protect the County from claims arising from Contractor's activities. Contractor shall file with the County a certificate of insurance evidencing the coverage required herein.

- b. Provide Certificates of Insurance. Prior to the County's execution of the Agreement, Contractor shall submit an original certificate of insurance to the Administrative Services Office verifying the General Commercial Liability and Automobile Liability insurance in the required limits with the required provisions as stated below.
- c. Provide Additional Insured Endorsement. Prior to the County's execution of the Agreement, Contractor shall submit an Additional Insured Endorsement to the County Risk Manager's Office. Contractor must use the attached Additional Insured Endorsement form provided by the County, or one that is substantially similar to and approved by the County's Risk Manager.

7-3.2 Proper Insurance Company. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California.

7-3.3 Coverage. Coverage shall be at least as broad as the following:

- a. Commercial General Liability. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001). This coverage shall include:
 - i. Manufacturers and Contractors liability,
 - ii. Broad form property damage in any case where the Contractor has any property belonging to the County in the Contractor's care, custody, or control,

- iii. Owners and Contractors' protective liability,
 - iv. Blanket contractual liability,
 - v. Products and completed operations coverage, and
 - vi. Coverage for collapse, explosion, and excavation.
- b. Automobile Liability. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto). This coverage shall include:
- i. Coverage for owned, non-owned, and hired automobiles

7-3.4 Limits. The Contractor shall maintain limits no less than the following:

- a. Commercial General Liability. One million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the work (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided by the County) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability. One million dollars (\$1,000,000) per occurrence for bodily injury (including death), and property damage for each accident/incident.
- c. No Limitation on Indemnification. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligation.
- d. Pollution Liability Insurance. Minimum of five million dollars (\$5,000,000) for Pollution Liability.

7-3.5 Required Provisions.

- a. Policies shall include premises/operations, products, completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the County, and its Sub-consultants, employees, officers, agents and Project Managers for work performed under this Contract.
- c. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the County of Yuba.
- d. The policy shall include the following provision:
"Solely as respects WORK done by and on behalf of the named insured for the County of Yuba, it is agreed that the County of Yuba and its officer's employees and agents are added as additional insured under this policy."
- e. If policies are written on claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the project. The retroactive date of the coverage must also be listed.

7-3.6 Expiration, Cancellation or Material Change.

The policies shall not be canceled unless thirty (30) days prior written notification of intended expiration, cancellation or material change has been given to the County of Yuba by certified or registered mail.

7-3.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the County of Yuba. The County reserves the right to either approve, reduce, or eliminate such deductibles or self-insured retentions.

7-4 WORKERS' COMPENSATION INSURANCE

7-4.1 Workers' Compensation. The Contractor and all subcontractors shall insure (or be self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees performing the work, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amending thereof.

Workers' Compensation/Employer's Liability. Statutory limits are required for Workers' Compensation. Employer's Liability shall be no less than one million dollars (\$1,000,000).

The policy shall be endorsed to waive any right of subrogation against the County, and its Sub-consultants, employees, officers, agents and Project Managers for work performed under this Contract.

Contractor shall comply with Labor Code Section 1861 by signing and filing the Workers' Compensation Certification with the County Risk Manager's Office.

7-5 PERMITS

7-4.1 County Construction Permit. No work shall be started within the street right-of-way or on County property until the Contractor has obtained a construction permit from the County Building Inspection Department.

The Contractor shall obtain any permits required from the County of Yuba Building Department for completion of the demolition operations and pay all required County permitting fees.

The Contractor shall also have a permit for excavation from Building Inspection as required.

A copy of all permits shall be kept at the jobsite.

All costs associated with obtaining the required permits to complete the project will be included in contractor's lump sum price.

Work is occurring on County property and therefore permits are issued by County, not City of Marysville unless otherwise directed by Building Inspection.

7-6 THE CONTRACTOR'S REPRESENTATIVE

The superintendent is required to attend the Preconstruction Conference.

The County may suspend the work if a superintendent is not present during construction.

The superintendent will be required to meet with the Project Manager on a daily basis. The purpose of these daily meetings is to ensure adequate coordination and discussion between the Project Manager and Contractor during construction. Arrangements for the daily meeting will be discussed at the Preconstruction Conference..

7-8 WORK SITE MAINTENANCE

7-6.1. Cleanup and Dust Control. The generation of dust shall be controlled as required by the Feather River Air Quality Management District. Grading activities shall cease during periods of high winds (greater than 30 MPH). Trucks hauling soil, dirt, sand or other emissive materials shall have their loads covered with a tarp or other protective cover as determined by the Project Manager.

7-8.2 Water Pollution Control.

7-8.2.1 General Requirements. The Contractor must follow and implement the Best Management Practices (BMPs) as specified in section 7-8.6 in the Standard Specifications. The Contractor's cost of implementing the required BMP's for all project activities shall be included with other items of work.

Contractor shall provide copies of certification that the superintendent or foreman has attended a Stormwater Pollution Prevention (SWPPP) course within the last 12 months. Any work requiring the placement of BMP's shall not begin until this certification is provided to the Project Manager.

7-8.2.2 Drainage Control. Special attention is directed to possible flood hazards, and/or nuisance water such as irrigation and other runoff. The Contractor shall be responsible for all injuries or damages to any portion of the work and/or any private or public property occasioned by these causes and shall make good such injuries or damages at no cost to the County prior to the completion and acceptance of the work.

7-9 PROTECTION & RESTORATION OF EXISTING IMPROVEMENTS

7-9.1 The Contractor shall restore to its original condition without charge, any property not identified to be demolished that shall become damaged due to the operations of the Contractor or any of the Contractor's employees, agents or subcontractors.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-8.1. Traffic and Access. No reduction of the traveled way width shall be permitted unless prior approval in writing is obtained from the Project Manager of Administrative Services.

The Contractor shall provide and maintain a minimum 4-foot-wide path for pedestrian traffic through the construction site. If a path through the construction site and within street right of way is not possible, the Contractor shall lay out and maintain a safe and direct pedestrian path around the construction site within the public right of way. The pedestrian path shall be approved by the Project Manager.

The Contractor will not be permitted to close any road without prior written permission from the County Project Manager or City of Marysville Public Services Director. The Contractor will be required to submit for approval a "Road Closure and Traffic Control Plan" that has been prepared by either a licensed Traffic or Civil Project Manager. The Contractor shall apply for a traffic control permit (no fee) from the County of Yuba for any type of street closure, full or partial. If a full closure is required, such a permit shall be applied for at least five (5) working days prior to the start of work. Partial traffic control permits shall be applied for at least two (2) working days prior to the start of work. The plan shall indicate the location and type of signs and barricades to be utilized. The adequacy of the signing shall be determined by the Project Manager. Prior to preparation of the Plan, the Contractor is advised to discuss the proposed Plan with the Project Manager.

The Contractor shall notify the Project Manager 48 hours prior to any change in the approved Traffic Control Plan. In case of a full closure, the Contractor shall provide barricades and reflectorized "Road Closed to Through Traffic" signs at the intersections immediately in advance of all such closures at all such closures, at entrances to the closures, and at all detour route signing. Detour signs shall be posted on wood or metal posts. Signs shall not be posted on any tree, utility pole or traffic signs.

Construction signs, barricades, and their applications shall conform with the most current issues of the State of California Business and Transportation Agency, Department of Transportation, Division of Operations "Uniform Sign Chart" and the "Manual of Traffic Controls" for Construction and Maintenance Work Zones.

7-10.2 Public Safety During Non-Working Hours. Public safety at or in the affected vicinity of the jobsite is the Contractor's responsibility at all times. If, in the absence of the Contractor, the Project Manager determines that an unsafe condition exists at or in the affected vicinity of the jobsite, the Project Manager will endeavor to notify the Contractor to correct the unsafe

condition. However, the Project Manager reserves the right to direct County forces to perform any functions Project Manager may deem necessary to ensure public safety. If such procedure is implemented the Contractor will bear all expenses incurred by the County. In all cases the judgment of the Project Manager shall be final in determining whether or not an unsafe situation exists.

7-10.3 Public Notification of Construction. While impact should be minimal, the construction schedule required under Section 6-1.1 of these Special Provisions shall allow ample "on-street" parking for affected people, within a reasonable distance from their homes and businesses. Requests for changes to the schedule shall be submitted by the Contractor to the Project Manager at least 48 hours prior to the scheduled operation to be changed.

The Contractor shall deliver a construction advisory letter, prepared by County staff, to all affected residences adjacent to the work site a minimum of 48 hours prior to construction on each street. The letter shall indicate the duration of the proposed demolition operations and also state if alternate parking arrangements will be necessary.

"Temporary No Parking Signs" shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. These signs shall read "Temporary No Parking Tow-Away CVC 22654 (d)". The signs shall be placed no more than 100 feet apart on each side of the street and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. All signs shall be removed within 24 hours after the effective date. If the date of closure is changed, the Contractor will be responsible for reposting the signs in accordance with the above requirements.

7-10.4 Storage of Equipment and Material on Private Property. If the Contractor wishes to store Contract equipment and material on private property, the Contractor may do so only pursuant to a written agreement with the legal owner of the affected property and shall submit a copy of the agreement to the Project Manager prior to storing Contract equipment and material on the private property.

SECTION 9: MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK

9-1.1 Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

9-2 LUMP SUM WORK

9-2.1 Payment Schedule. The Contractor shall submit a payment schedule for all lump sum bid items. The schedule shall be submitted in accordance with Section 9-2 of the Standard Specifications.

9-3 PAYMENT

9-3.2 Payment. Payment for mobilization is included with other items of work and includes cost for preparing and maintaining the construction schedule and any required updates, and for the construction advisory letter required under Section 7-10.4.6 of these Special Provisions.

9-3.3 Progress Payments. Progress payment requests shall be processed in accordance with the provisions of Public Contract Code Section 20104.50, which is summarized as follows:

- a. Upon its receipt of Contractor's written payment request, County shall review it as soon as practicable to determine whether it is a proper payment request. If County determines that it is not a proper payment request suitable for payment, County shall return it to Contractor as soon as practicable, but not later than seven days after its receipt, together with a document setting forth in writing the reasons why it is not proper.
- b. A "progress payment" includes all payments due under the Contract, except that portion of the final payment which is designated as retention earnings, and a payment request shall be considered properly executed if funds are available for payment thereof and payment is not delayed due to an audit inquiry by County's financial officer.

9-3.4 Retention Payment. County's payment to Contractor of the retention amounts withheld from progress payments made during the performance of the Work, and Contractor's disbursement thereof to Contractor's subcontractors, shall be subject to the requirements of Public Contract Code Section 7107, the Stop Notice withholding laws of the State of California and other provisions of the Contract. County's payment obligations under Section 7107 are summarized herein; by executing the Contract Agreement, Contractor will be confirming knowledge of and responsibility for disbursement of the retention payment to Contractor's subcontractors.

- a. Within sixty days after the date of completion of the Work, County shall pay the undisputed and unencumbered portion of the retention amount to Contractor. If County disputes any portion of the amount Contractor demands, County will withhold from its payment an amount not exceeding 150% of the disputed amount.
- b. If County fails to pay the undisputed and unencumbered portion of the retention amount due Contractor within sixty days after the date of completion of the Work, County shall pay Contractor a charge of 2% per month on the amount improperly withheld in lieu of any other interest amount otherwise payable by operation of law. In any lawsuit brought for collection of amounts alleged to be wrongfully withheld by County, the prevailing party shall be entitled to attorney's fees and costs.



Finance and Administration Committee





THE COUNTY OF YUBA

OFFICE OF THE COUNTY ASSESSOR

512-11

Bruce Stottlemeyer
Assessor

Kimberly Heisch
Assistant Assessor

TO: Finance and Administration Committee

FROM: Assessor's Office – Bruce Stottlemeyer, County Assessor *BS*

SUBJECT: Consider Resolution authorizing the assessor to execute an application for vessel registration information from the California Department of Motor Vehicles.

DATE: November 15, 2011

Recommendation

Adopt the attached Resolution authorizing the assessor to execute an application for Government Requester Account which will enable the assessor to receive vessel registration information from the California Department of Motor Vehicles over the internet.

Background

The Assessor's Office has been receiving vessel registration information in hard-copy format through the California Department of Motor Vehicles since at least 1990. Experience to date demonstrates that can take up to eight business days from the time of the assessor's request for vessel registration information until receipt of same from the Department of Motor Vehicles.

Discussion

By authorizing the assessor to enter into an agreement with the California Department of Motor vehicles to obtain vessel registration information via the internet, the assessor will be able to obtain needed information within a few minutes versus several days.

For purposes of the county's general liability coverage, the assessor has been advised by County Counsel, that this Board action is necessary and/or desirable.

Fiscal Impact:

None.

Attachment: Resolution; Government Requester Account Application

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OCT 18 2011

Yuba County Assessor

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

**RESOLUTION AUTHORIZING THE)
ASSESSOR TO EXECUTE AN)
APPLICATION FOR VESSEL)
REGISTRATION INFORMATION)
FROM THE CALIFORNIA)
DEPARTMENT OF MOTOR)
VEHICLES)**

RESOLUTION _____

WHEREAS, the county assessor is required to produce the annual assessment roll pursuant to California Revenue and Taxation Code Section 601; and

WHEREAS, pursuant to California Revenue and Taxation Code Section 602 the assessment roll must contain certain information as therein described ; and

WHEREAS, pursuant to California Vehicle Code Section 9869 the California Department of Motor Vehicles is required to provide to the county assessor certain information relating to the registration of assessable vessels located in Yuba County; and

WHEREAS, the California Department of Motor Vehicles has a Government Requester Account which provides internet transmission of much of the vessel data required of the assessor to complete the assessment roll; and

WHEREAS, it is in the best interest of the county to have access to vessel registration information in a timely and complete fashion.

NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby authorize the assessor to execute a Government Requester Account Application with the California Department of Motor Vehicles wherein the California Department of Motor Vehicles will provide vessel registration information to the assessor via the internet

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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:

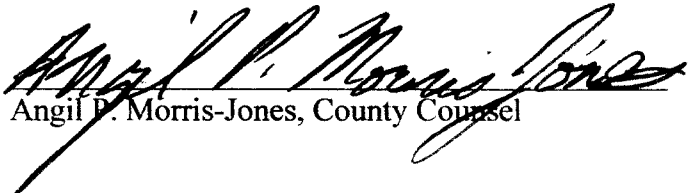
ABSENT:

ABSTAIN:

Roger Abe, Chairman of the Board

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



Angil P. Morris-Jones, County Counsel



INFORMATION SERVICES PROGRAM

GOVERNMENT REQUESTER ACCOUNT APPLICATION

PART I APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

DMV USE ONLY		
REQUESTER CODE	EXPIRATION DATE	TECH ID

SECTION A. TYPE OF APPLICATION

CHECK ONE (1) BOX ONLY:

- ☒ **Original** — Complete ALL SECTIONS — DMV will assign Requester/Parking/Court Code.
- ☐ **Change(s)** to Existing Account — Complete Sections A, B and C, and all applicable sections where information is changing. Provide signature in Part II, Section F. Provide current Requester/Parking/Court Code(s): _____
- ☐ **Renewal** — Complete ALL SECTIONS — Provide current Requester/Parking/Court Code(s): _____

IMPORTANT: TO AVOID PROCESSING DELAYS, PLEASE READ ALL INSTRUCTIONS PRIOR TO COMPLETING FORM.

SECTION B. AGENCY INFORMATION

1. NAME OF AGENCY Yuba County Assessor		2. DIVISION/PROGRAM THAT WILL REQUEST DEPARTMENT INFORMATION Boat Division	
3. AGENCY WEBSITE ADDRESS OR INDICATE "NONE" www.co.yuba.ca.us/departments/assessor/		4. FAX NUMBER 530-749-7824	
5. NAME AND TITLE OF THE PERSON FOR DMV CONTACT Mireya Yanez		6. TELEPHONE (530) 749-7876	7. E-MAIL ADDRESS myanez@co.yuba.ca.us
8. STREET ADDRESS (PHYSICAL LOCATION) STREET 915 8th Street	CITY Marysville	COUNTY Yuba	STATE CA
9. MAILING ADDRESS OR INDICATE "SAME" Same		10. RECORD STORAGE PHYSICAL ADDRESS Same	
ZIP 95901			

SECTION C. TYPE OF AGENCY

1. CHECK APPROPRIATE BOX FOR THE TYPE OF GOVERNMENT AGENCY (CHECK ONLY ONE):

- ☐ Federal ☐ State ☐ City ☒ County ☐ Special District ☐ Other: _____ DESCRIBE

2. IS THIS ACCOUNT BEING ESTABLISHED BY A GOVERNMENT ENTITY EXCLUSIVELY FOR USE BY ONE OF THE FOLLOWING?

- ☐ Yes, check appropriate box. ☒ No, go to Section D.

CALIFORNIA APPLICANTS

- ☐ "Peace Officers" as described in California Penal Code §830.1 through 830.5. Identify Section #: _____
- ☐ City Attorney prosecuting misdemeanor actions under Government Code Section 41803.5.

ANY STATE OR FEDERAL APPLICANT

- ☐ Attorney General ☐ District Attorney ☐ Public Defender ☐ Public Defender's Investigator
- ☐ Government employees having statutory authority to carry firearms **AND** execute warrants **AND** make arrests. Identify Statutory Authority; Code and Section #: _____

SECTION D. PURPOSE OF ACCOUNT — Check one purpose only (Continued on Page 2)

1. ☐ **EPN (Employer Pull Notice)** — Check this box if you are enrolling employees in the EPN program. For more information about the EPN program and to obtain enrollment forms, go to www.dmv.ca.gov and "Search" for EPN General Information.
2. ☒ **UPDATE AND INQUIRY** — If your Agency is applying for authorization to update DMV records (i.e., courts, parking/toll, revenue recovery, etc.), check this box. Explain the purpose of updating DMV records (space provided below):

a. <input type="checkbox"/> Vehicle/Vessel Registration (VR)		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE OF UPDATE:		
b. <input type="checkbox"/> Driver License/Identification Card (DL)		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE OF UPDATE:		

SECTION D. PURPOSE OF ACCOUNT (Continued from Page 1)

3. ☒ **INQUIRY ONLY** – If your Agency is applying for authorization to request and obtain DMV record information in order to carry out your governmental functions, check this box. Explain the purpose of inquiry below:

a. <input checked="" type="checkbox"/> Vehicle/Vessel Registration (VR)		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE OF INQUIRY: Inquiry only. Utilize information in the tracking of vessels for property tax administration purposes in the Yuba County Assessor's Office.		
Is residence address necessary to perform this function? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
b. <input type="checkbox"/> Driver License/Identification Card (DL/ID)		
PURPOSE OF INQUIRY:		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. <input type="checkbox"/> Financial Responsibility (FR) - Available in paper/hardcopy only — See Instructions for more information.		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE OF INQUIRY:		
Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
d. <input type="checkbox"/> Occupational License (OL)		
PURPOSE OF INQUIRY:		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No		

SECTION E. ACCESS METHOD(S) — Check ALL That Apply


- ☐ **Paper/Hardcopy** - Manual Process (Allow 7 to 14 working days)
- ☐ **Cartridge Tape** (IBM Compatible, 3480 non-compressed or 3490 compressed) - Batch (Overnight plus mail time) - **Renewals Only**
- ☐ **File Transfer Protocol (FTP)** via Virtual Private Network (VPN) - Batch (Overnight)
- ☒ **On-Line - (Requires Network Connection) COMPLETE SECTION F.**
- ☐ **CLETS - If you are applying for a requester code in order to obtain access through the CA Law Enforcement Telecommunications System (CLETS), check this box.**

SECTION F. ON-LINE APPLICANTS ONLY — DO NOT COMPLETE FOR CLETS ACCESS

1. HOURS OF ON-LINE ACCESS: Days <u>Monday - Sunday</u> Hours <u>07:00</u> A.M. TO <u>06:00</u> P.M.				
2. NAME OF DATA CENTER (I.E., DTS OR CITY/COUNTY DATA CENTER, etc.)		TELEPHONE #	DATA CENTER WEBSITE ADDRESS	
NAME AND TITLE OF THE DATA CENTER TECHNICAL COORDINATOR		TELEPHONE #	E-MAIL ADDRESS	
STREET ADDRESS (PHYSICAL LOCATION)	CITY	COUNTY	STATE	ZIP CODE
MAILING ADDRESS (IF DIFFERENT)	CITY	COUNTY	STATE	ZIP CODE
3. NAME AND TITLE OF INFORMATION SECURITY OFFICER		TELEPHONE #	E-MAIL ADDRESS	
NAME AND TITLE OF ACCESS CONTROL ADMINISTRATOR		TELEPHONE #	E-MAIL ADDRESS	
STREET ADDRESS (PHYSICAL LOCATION)	CITY	COUNTY	STATE	ZIP CODE
MAILING ADDRESS (IF DIFFERENT)	CITY	COUNTY	STATE	ZIP CODE

PART II AGREEMENT – PLEASE READ EACH SECTION CAREFULLY

A. GENERAL PROVISIONS

1. This Application/Agreement, hereinafter referred to as "Agreement," is between the State of California, Department of Motor Vehicles (DMV), hereinafter referred to as the "Department," and the Government Agency identified in Part I, hereinafter referred to as the "Requester," for the purpose of the Department providing information from its files for Government Agency use.
2. The term of this Agreement shall be for forty eight (48) months from the approval date and renewable at forty eight (48) month intervals thereafter.
3. This Agreement is subject to any restrictions, limitations, or provisions enacted by the California State Legislature which may affect the provisions or terms set forth herein. The Requester is required to comply with the applicable statutes of the California Vehicle Code (CVC), California Code of Regulations (CCR) Title 13, and United States Code Title 18.
4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. No oral understanding or agreement, not incorporated herein, shall be binding on either party.
5. Requester shall not represent themselves as agents/employees of the Department. For the purposes of this Agreement, the "Requester" includes the Requester's employees, unless the context provides otherwise.
6. **(Applies to Federal Government and Out-of-State Agencies/Requesters)**—"The Requester agrees to pay for any loss, liability or expense, including attorney fees, expert witness fees and court costs, which arises out of or relates to the Requester's acts or omissions regarding its obligations hereunder, where a final determination of liability on the part of the Requester is established by a court of law or where settlement has been agreed to by the Requester. This provision may not be construed to limit the Requester's rights, claims, or defenses which arise as a matter of law or under any other provision of this Agreement. This provision may not be construed to limit the sovereign immunity of the Requester."
7. This Agreement is not assignable by the Requester, either in whole or in part, without prior written consent of the Department.
- 8a. Any promotional or informational material related to accessing the Department's records shall be accurate and consistent with the terms of this Agreement and shall only contain factual statements relating to the purpose and condition of access.
- b. Requester shall not use the logogram  in any advertising or other agency business materials used in the business of the Requester. Advertising shall neither state nor imply that there is any official connection between the Department and the Requester, or that the Department has sanctioned or approved of either the advertisement or the Requester's service.
- 9a. If the Authorized Representative, designee responsible for the administration of the account, the DMV contact person, agency address, or any other changes of information occur in Part I of this Agreement, notification shall be submitted, in writing, within ten (10) business days on Government Requester Account Application (INF 1130) or Agency Letterhead to the following address:
Department of Motor Vehicles, Account Processing Unit—H221, P.O. Box 944231, Sacramento, CA 94244-2310
- b. Requester shall notify the Account Processing Unit, in writing, (see address in 9a) within ten (10) business days of any intended or actual closure of the Government Agency Requester Account.

B. INFORMATION USE

1. Requester shall not use Department records for any purpose except for that which has been approved by the Department in Part I.
2. When a non-law enforcement agency receives information from Department records that indicates a vehicle or vessel has a Department of Justice (DOJ) "stop," Requester shall immediately notify local law enforcement of its location, if known.

C. GENERAL SECURITY REQUIREMENTS

1. Requester shall maintain the security and integrity of the information it receives. A violation of any provision(s) of the Agreement, whether by omission or commission, may result in suspension or termination of service to Requester.
2. Requester shall ensure compliance with all the security provisions of this Agreement. If misuse or inappropriate access is suspected or confirmed, Requester shall notify the Department's Information Services Branch, Policy and Information Privacy Section, by telephone, at (916) 657-5583 within one (1) business day. A written notification containing all facts therein shall be prepared by the Requester within three (3) business days and mailed to the Department at the following address:
Department of Motor Vehicles, Information Services Branch, Policy and Information Privacy Section—H225, P. O. Box 942890, Sacramento, CA 94290-0890
3. In the event of any breach of the security of the Requester's system or database containing the personal information of California residents, the Requester shall bear all responsibility for providing notice of the breach to the affected residents as required by California Civil Code Section 1798.29. The Requester shall bear all costs associated with providing this notice, and shall also be responsible for providing identity theft prevention services to the affected California residents. These protections include, but are not limited to, providing credit monitoring services for each affected resident for a minimum of one year following the breach of the security of the system maintained by the Requester. In addition, the Requester agrees to comply with all federal and California state law, including all of the provisions of the California statutes and Title 13 of the California Code of Regulations.
- 4a. Requester shall require every employee and the system administrator having direct or incidental access to Department records to sign a copy of the Information Security Statement (INF 1128). The INF 1128 is required upon initial authorization for access to Department records and annually thereafter. The Requester's signed statement(s) shall be maintained on file at Requester's work site for at least two years following the deactivation or termination of the authorization and shall be available to the Department upon demand.
- b. Requester shall restrict the use and knowledge of requester codes and operational manuals to employees who have signed an Information Security Statement (INF 1128).
- c. Requester shall maintain a current list of names of persons authorized to access Department records. This list shall be available to the Department upon demand.
5. Access terminals and modems shall not be left unattended while in active session unless secured by a locking device that prevents entry or receipt of information, or are placed in a locked room that is not accessible to unauthorized persons.
6. Video terminals, printers, hardcopy printouts, or any other form of duplication of Department approved records that are located in public access areas shall be placed so that the records shall not be viewed by the public or other unauthorized persons.

7. All information received from the Department's files must be destroyed once its legitimate use has ended. The method of destruction for the Department's records will be conducive to the type of record requested and in a manner that cannot be reproduced or identified in any physical or electronic form.
8. Requester shall not disclose its' Department assigned requester code, either orally or in writing, to anyone who is not in the direct employ of the Requester and has not signed the Information Security Statement (INF 1128) other than a Department approved Service Provider (Vendor or Agent).
9. Requester shall not sell, retain, distribute, provide or transfer any record information or portion of the record information acquired under this Agreement except as authorized by the Department.

D. RESIDENCE ADDRESS ACCESS AUTHORITY

1. Requester shall protect the confidentiality of any residence address received from Department records pursuant to CVC §1808.47. Requester's employees shall not obtain or use any confidential or restricted records for any purpose other than the reason set forth and authorized by the Department.
2. Requester may release residence or mailing address information to an individual, other than an employee, who is acting on behalf of the Requester provided an agreement acknowledging the confidentiality of residence address information pursuant to CVC §1808.47 is signed by the individual with whom the Requester has contracted services.

E. AUDIT

1. Requester's documentation supporting the reason for inquiry, including but not limited to, transaction details, and computer software/ programs maintained for the purposes defined in this Agreement, shall be subject to inspection, review, or audit by the Department or its designee for a period of two years from the date of the request.
2. Requester agrees to accommodate Department's request for an inspection, review or audit immediately upon request from the department or the department's representative and to allow on-site audits during regular business hours.

F. SIGNATURE REQUIREMENTS

I hereby acknowledge that I am an authorized representative of the agency named in Part I, Section B and have been designated as the person responsible for compliance with the statutes and regulations pertaining to access and use of Department record information. I have read and agree to the provisions contained herein and shall be responsible for the orientation, training, and supervision of persons authorized to access Department record information.

I understand that false or misleading answers are cause for denial of an Agreement and/or termination of any access agreement granted. I understand that if this application for requester account is approved, I will be required to conform to the statements presented within. This Agreement specifies the terms and conditions of our relationship. Any deviations will be considered by DMV as misuse and may result in both revocation of the account and refusal of subsequent applications. I understand that according to provisions of the California Vehicle Code Section 1808.45, the willful, unauthorized disclosure of information from any department record for a purpose other than the one stated in the request, or the use of any false report to obtain information from any department record, or the sale or other distribution of the information to a person or organization not disclosed in the request is a misdemeanor, punishable by a fine not exceeding \$5,000 or by imprisonment in the county jail not exceeding one year, or both fine and imprisonment.

I understand that according to provisions of the California Vehicle Code Section 1808.46, any person holding a requester code who directly or indirectly obtains information from the Department of Motor Vehicles using false representations or distributes restricted or confidential information to any person or uses the information for a reason not authorized or specified in this application is liable to the Department of Motor Vehicles for civil penalties up to \$100,000 and shall have their requester code privileges suspended for a period up to five (5) years or revoked.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT NAME AND TITLE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE				DAYTIME TELEPHONE NUMBER
Bruce Stottlemeyer, Yuba County Assessor, Marysville, Yuba CA				(530) 749-7820
SIGNATURE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE	CITY	COUNTY	STATE	DATE
X				09/28/2011

APPROVED BY DEPARTMENT OF MOTOR VEHICLES REPRESENTATIVE:

PRINT NAME AND TITLE	DATE

SIGNATURE

X

WHERE TO MAIL YOUR APPLICATION AND SUPPORTING DOCUMENTS

ALL AGENCIES (Except Parking/Toll Agencies)

mail to:

Department of Motor Vehicles
Account Processing Unit – MS H221
PO Box 944231
Sacramento, CA 94244-2310
(916) 657-5564

PARKING AND TOLL AGENCIES ONLY,

mail to:

Department of Motor Vehicles
Justice & Government Liaison Branch
Attn: Parking Coordinator – MS H171
PO Box 932345
Sacramento, CA 94232-3450
(916) 657-7732



INFORMATION SERVICES BRANCH
INFORMATION SECURITY STATEMENT

To be completed by any individual having access to DMV record information. Annual re-certification is required. (See reverse)

By signing this form, the undersigned represents that he/she has read and understands the same, agrees to its contents and realizes the penalties for non-compliance to its terms.

The California Department of Motor Vehicles (CA DMV) collects information from the public to administer the various programs for which it has responsibility. CA DMV is committed to protect this information from unauthorized access, use, or disclosure. The following have been adopted to address commercial and governmental users responsibilities for handling and protecting information obtained from the CA DMV. I understand the following are my responsibilities:

1. I may access information only when necessary to accomplish the responsibilities of my employment. I may not access or use information from the CA DMV for personal reasons. (Examples of inappropriate access or misuse of CA DMV information include, but are not limited to: making personal inquiries or processing transactions on my own records or those of my friends or relatives; accessing information about another person, including locating their residence address, for any reason that is not related to my job responsibilities.)
2. I may disclose CA DMV information only to individuals who have been authorized to receive it through the appropriate procedures as regulated by CA DMV. Requesters of information must complete the appropriate forms, submit them to CA DMV as specified, and pay all applicable fees. In the case of confidential or personal information, a proper accounting of all disclosures must be made and the subject must be notified in accordance with statute and CA DMV directives. (Examples of unauthorized disclosures include, but are not limited to: telling someone the address of another person when it is not an authorized disclosure or part of my job responsibilities.)
3. To keep the requester code and/or password confidential, I must take reasonable precautions to maintain the secrecy of any requester code and/or my password. Reasonable precautions include, but are not limited to, not telling or allowing others to view my password or requester code; securing my terminal with a locking device if one has been provided; storing user documentation to sensitive programs in a secure place; to destroy CA DMV information in a manner that it cannot be reproduced or identified in any physical or electronic form; and reporting any suspicious circumstances or unauthorized individuals I have observed in the work area to my supervisor, if applicable.
4. To promptly notify your manager or supervisor of any indication of misuse or unauthorized disclosure of information obtained from CA DMV.

Federal law states:

"Any person who knowingly obtains, discloses, or uses personal information from a motor vehicle record for a purpose not permitted under the Driver's Privacy Protection Act (Title 18 of the United States Code, Section 2721 – 2725), shall be liable to the individual to whom the information pertains, who may bring a civil action in a United States district court."

I certify under penalty of perjury, under the laws of the State of California, that I have read and understand the security policies stated above. I understand that failure to comply with these policies and regulations may result in disciplinary action in accordance with state and federal laws and regulations, and/or civil or criminal prosecution in accordance with applicable statutes. I further understand that I may undergo disciplinary action from my employer up to and including termination from employment.

EXECUTED AT	CITY	COUNTY	STATE	ZIP CODE
Yuba County Assessor Office	Marysville	Yuba	CA	95901
SIGNATURE			DATE	
X				
PRINTED NAME OF SIGNATORY				
GOVERNMENT OR COMMERCIAL ENTITY REPRESENTATIVE			NAME OF GOVERNMENT OR COMMERCIAL ENTITY	

This form must be completed upon presentation and re-certified annually and **RETAINED AT THE WORKSITE** of the Requester Account Holder with a current list of those authorized direct or incidental record access for the life of the account and for two years following the deactivation or termination of the account. This completed form and list must be made available upon request to DMV audit staff.

I have read and understand the security policies stated within the Information Security Statement. I understand that failure to comply with these policies may result in disciplinary action in accordance with Section 19572 of the government Code, federal laws and regulations, and/or civil or criminal prosecution in accordance with applicable statutes.

INF 1128 (REV. 9/2006) WWW



THE COUNTY OF YUBA

OFFICE OF THE COUNTY ASSESSOR

513-11

Bruce Stottlemeyer
Assessor

Kimberly Heisch
Assistant Assessor

TO: Finance and Administration Committee

FROM: Bruce Stottlemeyer, County Assessor *BS*

SUBJECT: Consider Resolution exempting from property taxation all real property having a base year value, and all personal property with full cash value, of \$5,000 or less.

DATE: November 15, 2011

Recommendation

Adopt the attached Resolution which will exempt from taxation property having a value so low, that if not exempt, the total taxes, special assessments, and applicable subventions on the property would amount to less than the cost of assessing and collecting them.

Background

Yuba County adopted Resolution 1998-149 on December 15, 1998, which set the County's low value exemption at \$1,000.

Discussion

California Revenue and Taxation Code Section 155.20; "Exemption of property having low value", authorizes the County Board of Supervisors to exempt from taxation property having a value so low that if not exempt, the cost of assessing and collecting the taxes would cost more than what could be collected. Yuba County Board of Supervisors Resolution 1998-149 set the low value limit at \$1,000. The low value threshold of \$1,000 has been unchanged for the past 13 years. Since that time, costs associated with labor, technology, overhead, printing, postage, etc., have increased substantially.

In recognition of the inefficiencies associated with the assessment and collection of low value properties, consideration to increasing the low value threshold to \$5,000 is warranted. We estimate that the increase in the number of assessments that would be exempt under the new threshold would approximate 2,050 assessments having a current assessed value of \$4,827,495.

It is important to note that many of these low value properties require annual review and adjustment. We experience significant challenges tracking ownership and address changes,

particularly those associated with the assessment of low value watercraft. Many low value small business property owners fail to file the annual Business Property Statements which then require the assessor to produce special mailings and implement procedures to attain needed information.

Because of the unique problems associated with the assessment of low value properties, the costs associated therewith can often times be more than the cost associated with the assessment of higher valued properties.

By establishing a low value threshold of \$5,000, the County Assessor can better utilize financial resources in other programs to maximize the assessment roll, and in turn, provide a better return on county dollars invested.

Pursuant to Section 155.20, any Resolution to exempt such property must be adopted prior to January 1, of the fiscal year for which the exemption is to apply.

Fiscal Impact:

We estimate a revenue impact to the General Fund of approximately (\$9,655). We anticipate that the department will achieve other efficiencies that will offset revenue impacts.

Attachment: Resolution

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

**RESOLUTION EXEMPTING FROM)
TAX CERTAIN PROPERTY WITH AN)
ASSESSED VALUE FOR WHICH)
PROPERTY TAXES WOULD AMOUNT)
TO LESS THAN THE COST OF)
ASSESSING AND COLLECTING THE TAX)**

RESOLUTION NO. _____

WHEREAS, Section 155.20 of the California Revenue and Taxation Code authorizes county boards of supervisors to exempt from taxation real and personal property having a value not exceeding \$10,000 if the board determines that the total taxes, special assessments, and applicable subventions on the property would amount to less than the cost of assessing and collecting said items; and,

WHEREAS, in order to be effective the exemption provided by section 155.20 must be adopted on or before the lien date for the fiscal year to which the exemption is to apply; and may, at the option of the Board, continue in effect for succeeding fiscal years; and

WHEREAS, the Yuba County Board of Supervisors has determined that the costs of assessing and collecting property taxes on real property having a base year value of \$5,000 and personal property having a full value of \$5,000 would exceed the amount of total taxes, special assessments, and applicable subventions on said property in the 2011-2012 fiscal year and subsequent fiscal years; and

WHEREAS, the Yuba County Assessor has provided information to this Board of Supervisors in support of said official's recommendation that property having a value not exceeding \$5,000 be exempted;

NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby resolves, finds, and determines as follows:

1. All real property in the County of Yuba on the lien date in 2012 having a base year value of \$5,000 or less is hereby exempt from taxation in the 2012-2013 fiscal year; and all real property in the County of Yuba which has a base year value of \$5,000 or

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:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

A handwritten signature in black ink, reading "Angil P. Morris-Jones", written over a horizontal line.