

BOARD OF SUPERVISORS

AGENDA

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



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

MAY 22, 2012

8:30 A.M. YUBA COUNTY WATER AGENCY

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Vasquez
- 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 agreements with Gordon Murdoff for corporate hanger lease site no. 5, ground sites no. 4 and 6, and authorize the Chair to execute same. (192-12)
- 2. Approve advertisement of Request for Proposals for lease of available airport property for a specialized aviation service operator. (Public Facilities Committee recommends approval) (193-12)
- 3. Approve Memorandum of Understanding with Yuba County Water Agency for funding for flood control website and authorize the Chair to execute same. (194-12)

B. Clerk of the Board of Supervisors

- 1. Reappoint Bob Swift to the Sutter-Yuba Substance Abuse Advisory Board for a term to end May 22, 2016. (195-12)
- 2. Approve minutes of the regular meeting of May 8, 2012. (196-12)

C. Clerk-Recorder/Elections

- 1. Adopt resolution appointing individuals to the Democratic County Central Committee and Yuba County Water Agency - North as indicated to fill vacancies pursuant to Elections Code §10515. (197-12)

D. Community Development and Services

- 1. Adopt resolution regarding property tax revenue exchange for Cordua Irrigation District annexation. (198-12)
- 2. Accept 2011 Rubberized Asphalt Concrete Road Rehabilitation Various Locations project as complete and authorize the Public Works Director to sign and record the notice of completion. (199-12)
- 3. Approve cancelling a grant from the State for the purchase of 35.64 acres along the Yuba River in Marysville due to failed negotiations. (200-12)

E. Emergency Services

1. Approve out of state travel for two members of the Emergency Operations Center Management Team to attend training in Emmitsburg, Maryland, expenses to be reimbursed through FEMA. (201-12)

F. Health and Human Services

1. Adopt resolution authorizing the Director of Health and Human Services to execute counseling and therapeutic service agreements for Child Welfare Services. (Human Services Committee recommends approval) (202-12)

G. Sheriff-Coroner

1. Approve agreement with Yuba County Water Agency for law enforcement services for a limited term and authorize the Chair to execute same. (203-12)

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. Yuba-Sutter Economic Development Corporation

1. Adopt resolution approving the 2012/2013 Comprehensive Economic Development Strategy and program project for the Yuba-Sutter Economic Development District as prepared. (Fifteen minute estimate) (204-12)

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 and such public comments will be limited to three minutes per individual or group.

- A. Ordinance - Hold public hearing, waive reading, and adopt ordinance amending Chapter 13.80 addressing deferral and waiver of certain impact fees, as it relates to building permits. (Second reading) (Land Use and Public Works Committee recommends approval) (Ten minute estimate) (187-12)
- B. Public Hearing - Hold public hearings and adopt six resolutions of necessity for APN 021-282-003, 021-281-018, 019 (Buchser); 021-282-014 (Singh); 021-282-023 (Rojas); and 021-321-015 (Lethridge) as it relates to the Rupert Avenue Widening Project. (20 minute estimate) (Four fifths vote required) (205-12)

VII. **ITEM OF PUBLIC INTEREST**

- A. Consider request from Tsi-Akim Maidu tribe to waive all fees, allow exclusive use of Sycamore Ranch for the 14th Annual Indigenous Peoples Days event October 5 - 8, 2012; road closure for runners on October 6, 2012; construction of a permanent Bark House in exchange for use of the park for event for the next five years, or if not the construction of a temporary bark house to be set up prior to event and removed at a later date. (Fifteen minute estimate) (206-12)

VIII. **CORRESPONDENCE** – (207-12)

- A. Notice from State of California Fish and Game Commission regarding notice of proposed regulatory action relating to Public Use of Department of Fish and Game lands. (Copy of notice provided to Yuba County Fish and Game Advisory Commission)
- B. Letter from Larry Matlock regarding property tax and late payment penalties.
- C. Resolution from Plumas Lake Elementary School District Board expressing appreciation to Yuba County regarding land purchased for school site and community park.

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

- X. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.
- A. Pending litigation pursuant to Government Code §54956.9(a) - Yuba County Probation Officers Association vs. County of Yuba
- B. Pending litigation pursuant to Government Code §54956.9(a) - Yuba Group Against Garbage vs. County of Yuba

XI. **ADJOURN**

2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY SPECIAL MEETING

COMMITTEE MEETINGS

11:30 A.M. Finance and Administration Committee - (Supervisors Stocker and Vasquez - Alternate Supervisor Nicoletti)

- A. Consider Memorandum of Understanding with Yuba County Superior Court for the continuation of collection program for the collection of fines, fees, forfeitures, penalties, and assessments incurred - County Administrator (Ten minute estimate) (208-12)

Human Services Committee - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

- A. Consider resolution to authorize amendments and changes to the agreement for professional services for the Transitional Housing Placement Plus (THP-PLUS) that was adopted by reference in Resolution No. 2010-23 and amended in Resolution No. 2011-79 - Health and Human Services (Ten minute estimate) (209-12)

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

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

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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The County of Yuba

Department of Administrative Services

Doug McCoy, Director



AIRPORT	741-6248
BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

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

192-12

May 22, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director

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

Recommendation:

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

Background:

The attached are new ground leases with Gordon Murdoff. Mr. Murdoff has retained ownership of the aircraft hangar facilities located on the ground sites from the previous owner that held similar ground leases. The lease rate of \$.035 cents per square foot is consistent with similar leases and will generate \$1,361 annually in new airport revenue.

Discussion:

The location of the hangar ground lease sites are shown on the attached layout as Exhibit A to the lease. Each ground lease site accommodates a privately-owned 3,600 sf aircraft hangar.

Committee Action:

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

Fiscal Impact:

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

Attachments

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AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this _____ day of May, 2012, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and GORDON MURDOFF, hereinafter called "Lessee."

WITNESSETH

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

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

WHEREAS, pursuant to the provisions of Section 25536, Government Code, Lessor is authorized to enter into leases of all or any portion of said property without complying with the provisions of Title 3, Division 2, Part 2, Article 8, of the Government Code; and

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

NOW, THEREFORE, IT IS HEREBY AGREED:

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

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

Attached to this Lease and marked "Exhibit A" is the subject map showing the specific location

of the property herein demised, which for this purpose is incorporated herein and by this reference made a part hereof.

2. **TERM:** The term of this Lease shall be five (5) years commencing on the 1st day of March, 2012. Lessee shall have the first right to negotiate to obtain a new lease for an additional five (5) year term before this Lease has expired. The new lease rate to be negotiated. The new lease rate will be mutually agreed upon by both the Lessor, and the Lessee.

3. **CONSIDERATION:** Lessee hereby agrees to pay as rent for said premises the sum of \$.035 cents per square foot of building area or One Hundred Five Dollars (\$105.00) per month, payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rental shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment. The Lessee, however, shall have the right to pay one annual payment of all the monthly rents prior to the first day of the following year and by so doing receive a one month's reduction of said rents.

A. Concurrently with Lessee's execution of this Lease, Lessee shall pay to Lessor the sum of the rent for the first and last month of the term of this Lease or Two Hundred Ten Dollars (\$210.00).

4. **OTHER CHARGES AND FEES:** Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or

property at any time situated therein and thereon. Lessee may, however, at their sole expense and cost, contest any tax, fee, or assessment.

5. **PENALTIES:** In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Lease are due, Lessor shall assess interest at the rate of eighteen percent (18%) annual percentage rate (APR) of the payment due or 1.5% for each month unpaid or any portion of a monthly payment which is left unpaid.

6. **LEASEHOLD IMPROVEMENTS:**

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

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

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

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

E. In the event that Lessor requires revisions of the original plans and specifications,

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

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

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

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

I. At the end of the term of this Lease, Lessee shall have the right of removal. If Lessee fails to exercise said right of removal, Lessor may at its option remove and dispose of all structures then located on the premises, or may declare said structures abandoned; if so abandoned, title to said structures shall pass to Lessor. In the event of default in the payment of rent, Lessor may re-enter the premises and use same and all structures thereon for its own purposes. In such event, and in the event default remains uncured for thirty (30) days thereafter, title to the structures shall thereupon pass to Lessor.

8. **OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:**

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

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

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

All of Lessee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any

such law, rules, regulations or requirement is changed subsequent to the execution of this lease and Lessee's activities are affected thereby, Lessee shall be allowed a reasonable time within which to comply with such change. Lessee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Lessee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

10. **USE OF COMMON AREAS:**

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

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

11. **USE OF PREMISES:** Except as otherwise specifically limited herein, the leased premises shall be used by Lessee only for the purpose of conducting therein and thereon Lessee's registered aircraft operations and maintenance of the same aircraft and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease, Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i)

will increase the premiums (unless Lessee pays such increase) or cause cancellation or any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be in nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes set forth in this Paragraph 11 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason Lessee's use of or operations on the leased premises. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

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

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

A. See Exhibit B attached hereto.

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

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

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

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

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

15. **MAINTENANCE AND REPAIR:** Lessee shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Lessee's negligence excepted.

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

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

18. **ASSIGNMENT OR SUBLEASE:**

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

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

C. If Lessee, without securing prior written approval of Lessor, attempts to

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

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

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

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

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

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

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

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

To County at:

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

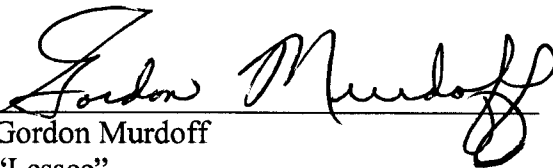
To Lessee at:

Gordon A. Murdoff
14206 N Bolivar Dr.
Sun City, AZ 85351

Copy to:

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

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

By: 
Gordon Murdoff
"Lessee"

COUNTY OF YUBA

By: _____
Hal Stocker, Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

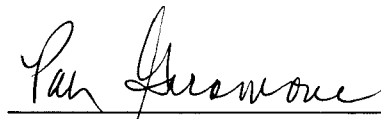

Angil Morris-Jones
County Counsel

EXHIBIT A

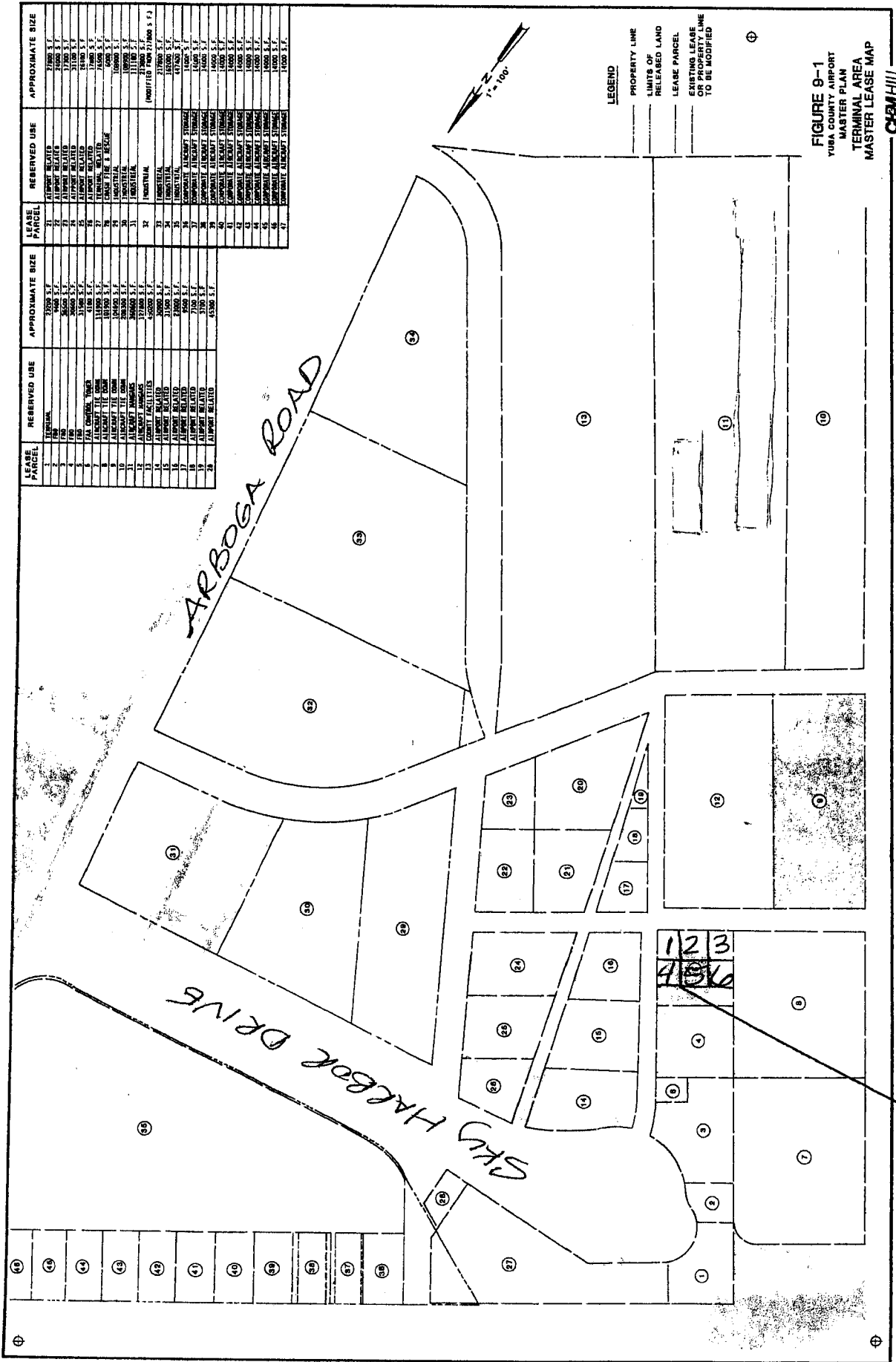


FIGURE 9-1

YUBA COUNTY AIRPORT
MASTER PLAN
TERMINAL AREA
MASTER LEASE MAP

C&M/HILL

Lease Site 5
Hangar 4

EXHIBIT B

INSURANCE REQUIREMENTS

B.1 MINIMUM SCOPE OF INSURANCE. PERMITTEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the PERMITTEE, his agents, representatives, employees or subcontractors. If PERMITTEE fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to PERMITTEE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

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

2. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this _____ day of May, 2012, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and GORDON MURDOFF, hereinafter called "Lessee."

WITNESSETH

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

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

WHEREAS, pursuant to the provisions of Section 25536, Government Code, Lessor is authorized to enter into leases of all or any portion of said property without complying with the provisions of Title 3, Division 2, Part 2, Article 8, of the Government Code; and

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

NOW, THEREFORE, IT IS HEREBY AGREED:

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

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

of the property herein demised, which for this purpose is incorporated herein and by this reference made a part hereof.

2. **TERM:** The term of this Lease shall be five (5) years commencing on the 1st day of March, 2012. Lessee shall have the first right to negotiate to obtain a new lease for an additional five (5) year term before this Lease has expired. The new lease rate to be negotiated. The new lease rate will be mutually agreed upon by both the Lessor, and the Lessee.

3. **CONSIDERATION:** Lessee hereby agrees to pay as rent for said premises the sum of \$.035 cents per square foot of building area or One Hundred Five Dollars (\$105.00) per month, payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rental shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment. The Lessee, however, shall have the right to pay one annual payment of all the monthly rents prior to the first day of the following year and by so doing receive a one month's reduction of said rents.

A. Concurrently with Lessee's execution of this Lease, Lessee shall pay to Lessor the sum of the rent for the first and last month of the term of this Lease or Two Hundred Ten Dollars (\$210.00).

4. **OTHER CHARGES AND FEES:** Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or

property at any time situated therein and thereon. Lessee may, however, at their sole expense and cost, contest any tax, fee, or assessment.

5. **PENALTIES:** In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Lease are due, Lessor shall assess interest at the rate of eighteen percent (18%) annual percentage rate (APR) of the payment due or 1.5% for each month unpaid or any portion of a monthly payment which is left unpaid.

6. **LEASEHOLD IMPROVEMENTS:**

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

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

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

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

E. In the event that Lessor requires revisions of the original plans and specifications,

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

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

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

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

I. At the end of the term of this Lease, Lessee shall have the right of removal. If Lessee fails to exercise said right of removal, Lessor may at its option remove and dispose of all structures then located on the premises, or may declare said structures abandoned; if so abandoned, title to said structures shall pass to Lessor. In the event of default in the payment of rent, Lessor may re-enter the premises and use same and all structures thereon for its own purposes. In such event, and in the event default remains uncured for thirty (30) days thereafter, title to the structures shall thereupon pass to Lessor.

8. **OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:**

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

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

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

All of Lessee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any

such law, rules, regulations or requirement is changed subsequent to the execution of this lease and Lessee's activities are affected thereby, Lessee shall be allowed a reasonable time within which to comply with such change. Lessee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Lessee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

10. **USE OF COMMON AREAS:**

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

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

11. **USE OF PREMISES:** Except as otherwise specifically limited herein, the leased premises shall be used by Lessee only for the purpose of conducting therein and thereon Lessee's registered aircraft operations and maintenance of the same aircraft and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease, Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i)

will increase the premiums (unless Lessee pays such increase) or cause cancellation or any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be in nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes set forth in this Paragraph 11 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason Lessee's use of or operations on the leased premises. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

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

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

A. See Exhibit B attached hereto.

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

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

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

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

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

15. **MAINTENANCE AND REPAIR:** Lessee shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Lessee's negligence excepted.

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

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

18. **ASSIGNMENT OR SUBLEASE:**

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

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

C. If Lessee, without securing prior written approval of Lessor, attempts to

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

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

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

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

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

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

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

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

To County at:

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

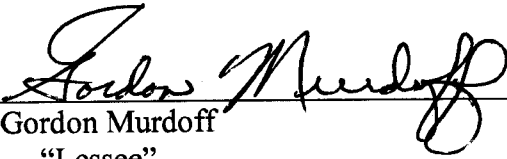
To Lessee at:

Gordon A. Murdoff
14206 N Bolivar Dr.
Sun City, AZ 85351

Copy to:

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

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

By: 
Gordon Murdoff
"Lessee"

COUNTY OF YUBA

By: _____
Hal Stocker, Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:


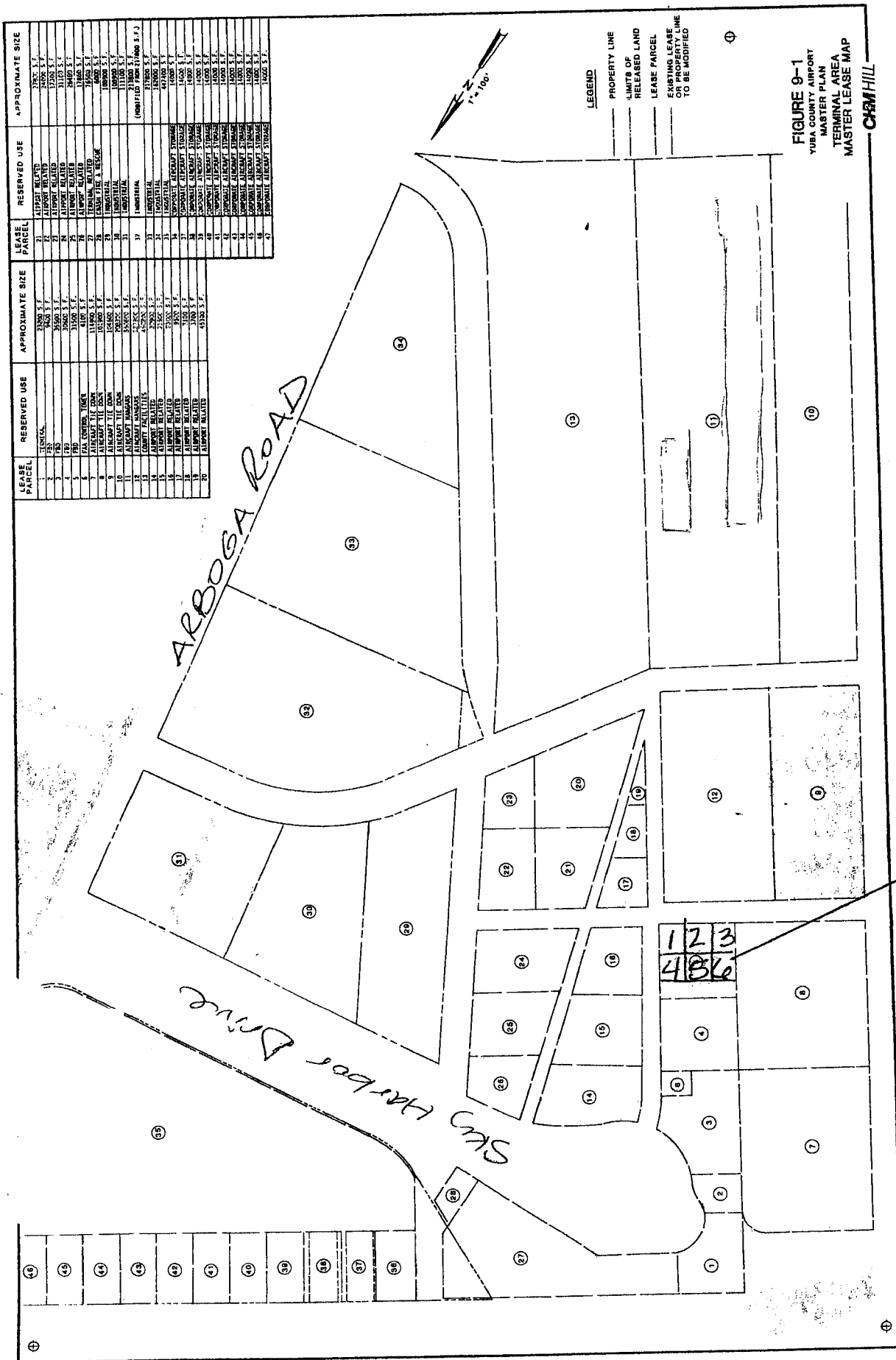

Angil Morris-Jones
County Counsel

EXHIBIT A



Lease Site #5
Hangar 6

EXHIBIT B

INSURANCE REQUIREMENTS

B.1 MINIMUM SCOPE OF INSURANCE. PERMITTEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the PERMITTEE, his agents, representatives, employees or subcontractors. If PERMITTEE fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to PERMITTEE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

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

2. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The County of Yuba

Department of Administrative Services

Doug McCoy - Director



AIRPORT	741-6248
BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

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

193-12

May 22, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services

SUBJECT: APPROVE REQUEST FOR PROPOSAL CONCERNING AVAILABLE AIRPORT
PROPERTY FOR LEASE FOR A SPECIALIZED AVIATION SERVICE OPERATOR

Recommendation:

Approve Request for Proposal related to available airport property for Specialized Aviation Service Operator.

Background:

The Airport removed an old aircraft hangar building a couple of years ago on the main operating apron, leaving an open area for a future revenue-producing commercial aviation project.

Discussion:

The Request for Proposal document has been written to give flexibility in the type of project proposed. A Specialized Aviation Service Operator is defined as an aeronautical business that offers a single or limited service, such as an entity engaged in aircraft support service, commercial activity support service, or in air transportation for hire. A number of individuals both on the field and off have expressed interest in the open space. The proposal is scheduled to be advertised beginning on June 1, 2012, and received on July 2, 2012.

Committee Action

This item was presented to the Public Facilities Committee on May 8, 2012, and recommended by the committee for approval by the Board.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund. The project will bring new revenue to the airport.

Attachments

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**COUNTY OF YUBA
REQUEST FOR PROPOSAL**

**Specialized Aviation
Service Operator
Yuba County Airport**



PROPOSAL DUE DATE:

***July 2, 2012
By 2:00 p.m. P.S.T***

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NOTICE TO RESPONDENTS/CONTRACTORS

PROJECT: SPECIALIZED AVIATION SERVICE OPERATOR

Proposals shall be received at the following:

**Yuba County Government Center
Administrative Services
Purchasing Division
915 8th Street, Suite 119
Marysville, California 95901**

Bids are due: **July 2, 2012**, no later than 2:00 p.m. PST

General Project Description: The following is a Request for Proposal (RFP) from qualified persons or firms interested in entering into an agreement for construction of a general aviation-type facility for a Specialized Aviation Services Activity at the Yuba County Airport (MYV) located at Arboga Road and Sky Harbor Drive in Olivehurst, California.

All project documentation and addenda will be posted online at the following address:
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>.
All addenda, corrections, or additional bid documents will be posted no later than 72 hours prior to bid closing. Contractors are responsible for ensuring that their proposal includes any changes or additions made by Addendum. These Addenda, if applicable, will be emailed and/or mailed to the contact provided on the attached Notice of Intent to Respond.

Project Timeline:

June 1, 2012	Request for Proposal information distributed.
June 1 – June 21	Respondents review materials & prepare response, and submit
July 2, 2012	Responses to Request for proposal due to Yuba County by 2 p.m.
July to August 2012	County will select the top qualified Respondents who meet the requirements, and has the most advantageous proposal to the County of Yuba. The selected respondents may then be asked to make oral presentations summarizing their Proposals to County representatives by month end.
August 7, 2012	The County of Yuba will select partner, complete contracting process and begin work.

Inquiries/Questions: Inquiries or questions must be communicated as a bidder inquiry prior to June 21, 2012. 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. Email is the preferred method.

All question posed will be answered in writing. These written answers will be sent to all respondents notifying the County of their intent to propose. They shall also be posted on the website as an addendum to this RFP. It will be incumbent upon the responder to check the website for any updates and clarifications. No changes will be posted less than 72 hours before the response is due.

Insurance: As a condition of award, the successful bidder will be required to provide insurance certificates prior to the execution of the agreement by the County as outlined in Contract Documents, Insurance Requirements Section of this Request for Proposal.

Personnel/Subcontractors: Respondents must identify any subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract. In addition, no change in key personnel shall be made, without prior written consent from County. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from County.

Background Checks: County may require background checks at their discretion. County typically *will* require background checks of any personnel with unrestricted access to county physical sites. Vendor should be prepared to have employees background checked at their own expense, upon request by County. This would typically include fingerprinting and subsequent checks of Department of Justice and Federal Bureau of Investigation records. The cost of this type of back ground check differs depending on where the check is initiated, but is typically less than \$100 per person.

Contract Term and Project Expected Start Dates: The term of the agreement resulting from this solicitation will be 5 years with two two-year extensions at the county's option. The contract is expected to start as early in 2012 as practically possible following selection. It is expected that full implementation to begin within three (3) months of contract signing.

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 (Attachment B) must be completed and included in the bid.

Implementation Plan: A proposed Implementation Plan must be completed and included in the bid.

General Provisions:

- 1) The contractor must demonstrate they have the technical expertise, experience, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.
- 2) Part of the selection process will include a credit check and financial evaluation of the business.
- 3) Selection will be made by a County Evaluation Team. The Evaluation Team may schedule a presentation and interview with respondent's key personnel. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the respondents.
- 4) All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.

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) 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.
- c) All work performed and completed under resulting agreement is subject to the acceptance of the County or its authorized representative.
- d) Contractor should be able to provide proof of continuous General Liability, Auto and Workers Compensation Insurance coverage for the last five years.
- e) 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 entire term of contract (see Minimum Standards for Aeronautical Activities).
- f) No personal responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified.
- g) The County will not be responsible for any costs incurred by a respondent in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

By submitting a bid, the Contractor acknowledges that he/she has thoroughly reviewed all bid documents as made available online at the web address indicated above. Any failure by the Contractor to acquaint himself with available information will not relieve him/her 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.

Access to Public Information Act Notice

Generally, all proposals become a public record once an award has been made. A respondent shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed under the California Public Records Act, Statutes of 1968, Chapter 1473; currently codified as California Government Code §§ 6250 through 6276.48.

Respondents are advised that, upon request for this information from a third party, the County is required to make a determination whether the information can be disclosed.

COUNTY OF YUBA

SURVEY OF RESPONDENTS/CONTRACTORS

In order to help us improve the quality of County proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to propose on this solicitation, please email this completed form to aarmstrong@co.yuba.ca.us. Comments will be read separately from your proposal and *will not have any impact* on the evaluation of your proposal.

Project Name: **Specialized Aviation Service Operator**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- () Other commitments preclude our participation at this time.
- () The subject of the solicitation is not something we ordinarily provide.
- () We are inexperienced in the work/commodities required.
- () Specifications are unclear, too restrictive, etc.
(Please explain in REMARKS section)
- () The scope of work is beyond our present capacity.
- () Doing business with County of Yuba is simply too complicated.
(Please explain in REMARKS section)
- () We cannot be competitive. (Please explain in REMARKS section)
- () Time allotted for completion of the proposals is insufficient.
- () Start-up time is insufficient.
- () Bonding/Insurance requirements are restrictive.
(Please explain in REMARKS section)
- () Proposals requirements (other than specifications) are unreasonable or too risky.
(Please explain in REMARKS section)
- () Prior County of Yuba experience was unprofitable or otherwise unsatisfactory.
(Please explain in REMARKS section)
- () Payment schedule too slow / unreasonable.

Other: _____

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse side or attach additional pages as needed.)

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT PERSON NAME: _____

KEY INFORMATION SUMMARY SHEET

Specialized Aviation Services Operator Request for Proposals

RFP Issue Date: June 1, 2012

RFP Issuing Office: Administration Services

Purchasing Administrator: Andrea Armstrong
Office Phone: (530) 749-7880
e-mail: aarmstrong@co.yuba.ca.us

Proposals are to be sent to: County of Yuba
Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901
Attention: Andrea Armstrong

Project Name: Specialized Aviation Service Operator
Must be indicated on the Request for Proposal
outside of the envelope

Pre-Proposal Conference: June 21, 2012 - 10:00 AM PST
County of Yuba
Government Center
Wheatland Conference Room
915 8th Street
Marysville, CA 95901

Closing Date and Time: July 2, 2012 – 2:00 PM Pacific Standard Time (PST)

NOTICE OF INTENT TO RESPOND FORM

To ensure that you receive all addendums, Conference notes and/or updates, the following information must be emailed to the Purchasing Administrator at: aarmstrong@co.yuba.ca.us

All questions and inquiries must also be submitted via email to this address. All responses will be shared with all who have submitted this form as well as posted on our internet site:

<http://www.co.yuba.ca.us/Departments/Admin%20Services/purchasing%20solicitaions.aspx>

Company Name: _____
Mailing Address: _____

Primary Contact Address: _____

Primary Contact Email: _____
Primary Contact Phone: _____

Secondary Contact Email: _____
Secondary Contact Phone: _____

Addenda and questions/answers will be sent via email to both primary and secondary contacts.

Please indicate your intent to attend the Pre-Proposal Conference scheduled for June 21:

☐ I will be in attendance of the Pre-Proposal Conference at the County of Yuba, Wheatland Conference Room located at 915 8th Street, Marysville, CA 95901.

☐ I will not be attending the Pre-Proposal Conference.

Request for Proposals Specialized Aviation Service Operator Yuba County Airport

The Yuba County Airport invites proposals from qualified persons or firms interested in entering into an agreement for construction of a general aviation-type facility for a Specialized Aviation Services Activity at the Yuba County Airport (MYV) located at Arboga Road and Sky Harbor Drive in Olivehurst, California.

A Specialized Aviation Services Activity is defined as an aeronautical business that offers a single or limited service, such as an entity engaged in aircraft support service, commercial activity support service, or in air transportation for hire services.

More specific descriptions of activities constituting Specialized Aviation Services can be found on Page 18 of Attachment D, "Yuba County Airport Minimum Standards for Commercial Aeronautical Activities," under the heading "Specialized Commercial Aeronautical Activities." Other aviation activities described in Attachment D may be considered for the operation of the constructed facility.

Photographs of the project area are attached. The previous antiquated building that was removed from this location was approximately 7,000 sq ft

AIRPORT LOCATION

Yuba County Airport is located in north-central California, three miles south of central Marysville and some two miles outside of the city limits. The boundary between Yuba and Sutter counties is situated just west of the airport and Yuba City, the area's largest city, lies immediately across the county line. Two small, unincorporated Yuba County communities, Linda and Olivehurst, are located within one to two miles to the airport's north and southeast, respectively.

Automobile access to Yuba County Airport's main entrance is via Arboga Road which runs along the airport's eastern edge. State Highway 70 is situated less than a mile farther east, but connections to the airport are not on a major thoroughfare. Feather River Boulevard, another major local road, passes just to the west, but provides no direct access to the airport.

AIRPORT BACKGROUND

The Yuba County Airport is a public-use general aviation facility that primarily serves not only Yuba County, but also neighboring portions of Butte, Nevada, Placer, Sacramento, and Sutter Counties. The airport is further classified by the California Aviation System Plan as a Regional-Business/Corporate facility.

The Yuba County Airport has two runways: a 6,006 foot primary runway (14-32) oriented roughly north/south; and a 3,281-foot secondary runway (5-23) aligned approximately east/west. The primary runway offers complete precision instrument approach capabilities and can accommodate the largest corporate jet aircraft. Aircraft parking and all major building area facilities are located in the southeast quadrant formed by the intersection of the two runways.

REQUEST FOR PROPOSAL DOCUMENTS

Included in this solicitation are:

- Request for Proposal
- Project Area Close-up Map
- Project Area Photographs
- Airport Layout Plan with Location Identified
- Minimal Standards for Commercial Aeronautical Activities

INFORMATION REQUESTED

Interested parties are invited to submit an unbound original plus three (3) copies of their response to this Request for Proposals to Administrative Services, Attn: Purchasing Dept. Suite 119, 915 8th Street, Marysville, CA 95901.

Responses shall be delivered no later than July 3, 2012, at 2:00 pm. PST

INSURANCE REQUIREMENTS

The selected lessee will be required to carry throughout the term of the agreement and any extension thereto the minimum insurance limits as specified in the attached "Minimum Standards for Aeronautical Activities."

PROPOSAL REQUIREMENTS

The proposal should include the following items which are consistent with the attached "Minimum Standards for Aeronautical Activities."

Provide your response including a business plan showing:

- All services that will be offered
- Building space that will be constructed/leased
- Number of aircraft that will be provided / served
- Equipment and special tooling to be provided
- Estimated number of persons to be employed
- Resume of each of the owners and financial backers
- Resume of the manager of the business, including the person's experience and background in managing a business of the type proposed.
- Provide anticipated days and hours of operation.
- Proof of amounts and types of insurance coverage; including proof of Workers Compensation Insurance.
- Most recent and completed financial statement(s).
- Three business references where Respondent has performing similar work to what is being proposed in this response. Include length of contract/relationship and types of services performed.
- Methods to be used to attract new business.
- Amenities to be provided to attract and retain business.

The proposal must be in a printed format.

GENERAL CONDITIONS

1. The best responsible proponent will enter into a lease with the County of Yuba for a term to be negotiated, for the land area to be used. The County of Yuba reserves the right to reject any and all proposals.
2. The submittal of a proposal shall constitute an acknowledgment on the part of the proponent that he/she is fully aware of his/her responsibilities in making the proposal. Final terms and conditions for the lease agreement will be negotiated by the proponent and County representatives based on the proposed project.
3. The Lessee must submit the initial engineering plans within six months of an executed agreement and must further commence construction of the project within one year from the date the lease agreement is executed.
4. Yuba County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, orientation, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
5. The County reserves the right to consider or reject any and all information received in response to this Request and to include or exclude, in whole or in part, such information in a future Request for Proposals.

EVALUATION PROCEDURES

Evaluation of the proposals shall be performed by a committee organized for the purpose of analyzing the proposals.

The Contract resulting from this RFP shall be awarded to the Respondent that is most advantageous to the County and the Air port.

The evaluation shall consider price and other evaluation factors such as offering maximum benefit to the County Airport operation, our existing customers, and the potential for new customers.

Upon completion of all discussions and negotiations with the selected vendor , reference checks, and site visits, if any, the Purchasing Officer shall recommend award of the Contract to the responsible vendor whose proposal is determined to be the most advantageous to the County considering evaluation and price factors as set forth in this RFP. The recommendation shall be to the Yuba County Board of Supervisors who will then make the award decision; and their decision shall be final.

Attachment A 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.

- ☐ Response to the Request for Proposal
- ☐ Bid Checklist (Attachment A)
- ☐ List of References (Attachment B)
- ☐ Implementation Plan and Timeline
- ☐ Listing of Subcontractors (if any)

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

Attachment B LIST OF REFERENCES

The following are the names, addresses, and telephone numbers of three (3) references for which Contractor has performed similar work within the past three years. Public Agencies are preferred. Additional information should be provided as outlined in your proposal.

1. _____
Name and address of organization

Name and telephone number of person familiar with project

Type of project performed

2. _____
Name and address of organization

Name and telephone number of person familiar with project

Type of project performed

3. _____
Name and address of organization

Name and telephone number of person familiar with project

Type of project performed

Attachment C
MAPS OF PROJECT AREAS

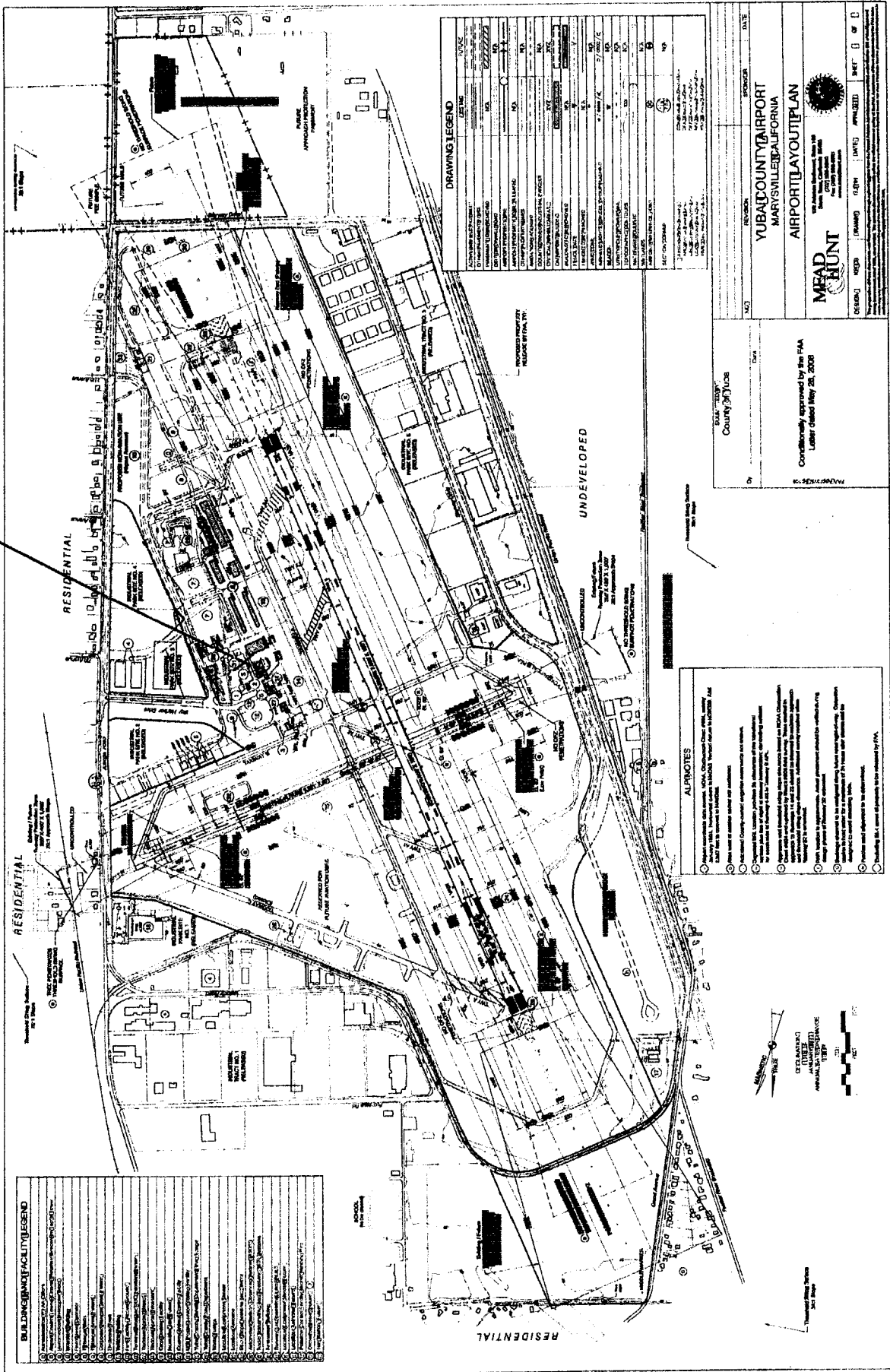
Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



PROJECT AREA LOCATION

PROJECT AREA



Attachment D

**MINIMUM STANDARDS
FOR
COMMERCIAL
AERONAUTICAL ACTIVITIES**

YUBA COUNTY AIRPORT

**MINIMUM STANDARDS
FOR COMMERCIAL
AERONAUTICAL ACTIVITIES**

Adopted
January 8, 2008

Yuba County Board of Supervisors

Mary A. Hansen, Airport Manager
Yuba County Airport
1364 Sky Harbor Drive, Olivehurst, CA 95961
530/741-6248 www.yubacairport.com

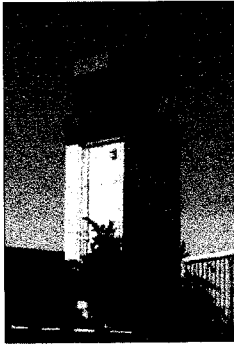
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INTRODUCTION & PURPOSE

POLICY

The County of Yuba being the Sponsor/Owner and in a position of responsibility for the administration of the Yuba County Airport does hereby establish the following Policy for the Minimum Standards:



The Minimum Standards are intended to be the threshold entry requirements for those wishing to provide commercial aeronautical services to the public and to insure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. These Minimum Standards were developed taking into consideration the aviation role of the Yuba County Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport, and to promote the competition at Yuba County Airport. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical

activity and the Yuba County Airport patrons.

FEDERAL GRANT OBLIGATIONS

The Federal Aviation Administration (FAA) contends that it is the prerogative of the airport Sponsor/Owner to impose Rules and Regulations for the operation and use of the airport and Minimum Standards for those wishing to engage in providing public, private, or commercial aeronautical service at the Yuba County Airport or within the Airport Operational Area. Grant obligations involve several distinct requirements. The following issues are most often referred to in lease negotiations:

1. Airport Use and Availability – The Sponsor/Owner of any airport developed with Federal grant assistance is required to operate it for the use and benefit of the public to make it available to all types and kinds of aeronautical activity on fair and reasonable terms and without unjust discrimination.
2. Terms Imposed on FBO's and Airport Users – The terms imposed on those who use the airport and its services, including rates and charges, must be fair, reasonable, and applied uniformly without unjust discrimination, whether by the Sponsor/Owner or an FBO, who has been granted rights to offer services or commodities normally required at an airport. Furthermore, each FBO at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBO's making the same or similar uses of such airport using the same or similar facilities.
3. Negotiation is Key – It is ultimately the airport Sponsor/Owner's responsibility under Federal obligations to make the airport as self-sustaining as possible. It is also the airport Sponsor/Owner's responsibility to ensure that the rates and charges are fair and uniformly applied.

The FAA fully supports the early development and continual updating of both the Airport Rules and Regulations and the Minimum Standards.

PURPOSE

Prudent and proper airport administration requires that standards be adopted to establish the minimum acceptable qualifications of participants, level and quality of service, and other conditions which will be required of those proposing to conduct commercial aeronautical activities at Yuba County Airport. The requirement to impose standards on those proposing to conduct commercial aeronautical activities on a public airport relates to the public interest and provides protection from irresponsible, unsafe, or inadequate service.

The adoption and enforcement of such standards ensures that the Operator is reasonably fit, willing and able to discharge both its service obligations to its patrons and its economic obligations to the airport community and protects established commercial enterprises, the aviation users, and the public.

The standards established for any particular commercial aeronautical activity must be relevant to that activity, must be reasonable in scope and must be applied objectively and uniformly. Standards, so established and applied, promote economic stability by discouraging unqualified applicants and foster the level of services desired by the public.

The Minimum Standards:

- Establish a template for safe tenant operations
- Minimize exposure to claims of discrimination or unfair treatment by providers of aeronautical activities and users
- Address environmental liability
- Assure that prospective tenants are treated equally and without unjust discrimination
- Maintain compliance with federal and state grant assurances
- Establish basis for business plan
- Avoid conflicts and relieve political pressures

APPLICABILITY

Operators currently providing Activities without an Agreement or a Commercial Aviation Permit with the County will have six (6) months from the date of adoption of these Minimum Standards to become compliant with these Minimum Standards. These Minimum Standards shall apply to any new Agreement or any amendment of any existing Agreement relating to the occupancy or use of Airport land or Improvements for General Aviation Aeronautical Activities.

DEFINITIONS

As used in these Minimum Standards, the following terms shall have the following meanings:

Air Cargo Operator. An Air Cargo operator is an entity that provides the carriage of property and operates under the appropriate FAR and operates aircraft in accordance with the weight limitations established for the Airport.

Air Charter Operator. An Air Charter operator is an entity that provides on-demand non-scheduled passenger services and operates under the appropriate FAR (14 CFR Part 135 for common carriage or 14 CFR Part 125 for private carriage) with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport.

Aircraft, means any contrivance, now known or hereafter invented, used, or designed for navigation of or flight in the air.

Aircraft Maintenance, means the repair, adjustment or inspection of aircraft.

Major repairs include major alterations to the airframe, power plant, propeller and accessories as defined in FAR Part 43.

Minor repairs Include normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories.

Aircraft Sales Facility, means an entity engaged in the sale of new or used aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by it.

Airframe and Power Plant Repair Facility, means an entity operating under FAR Parts 63 and 91, or Part 145, and/or certified as an FAA Repair Station, as applicable, and providing one or a combination of airframe and power plant repair services. This category of services includes the sale of aircraft parts and accessories.

Airport, means the Yuba County Airport, its buildings and facilities, all lands owned by the County of Yuba contiguous to the Airport, including airspace above such land and the designated approaches thereto.

Airport Purpose, means any authority action, undertaking or development that is consistent in maintaining the non-certificated status of the Airport and preserving the Airport funding category as a "Reliever Airport" serving general aviation users. The Airport Purpose does not include scheduled passenger services.

Airport Operating Area (AOA), means the ramp, apron and taxiway system that is typically not controlled by air traffic control.

Apron, means those paved areas of the Airport within the AOA designated by the Airport for the loading and unloading of passengers, servicing, or parking of aircraft.

Avionics and Instrument Repair Facility, means an entity engaged in the business of, and providing a facility for the repair of aircraft radios and electrical systems, instruments and other accessories for aircraft. This category of services includes the sale of aircraft parts and accessories of the type repaired.

CFR, means Code of Federal Regulations, of which Title 14 applies to Aeronautics and Space. The Federal Aviation Regulations (FAR) are a component thereof.

Commercial Aeronautical Activity, means any activity which involves, makes possible, or relates to the operation of aircraft, the purpose of such activity being to secure earnings, income, compensation or profit, whether or not such objective(s) is accomplished. However, Commercial Aeronautical Activity at the Airport shall not include any activity which is contrary to the Airport Purpose. Commercial Aeronautical Activities are specifically defined in the Airport Rules and Regulations.

Commercial Aviation Permit (CAP), means the legal agreement between the Airport and an individual or entity providing a commercial aeronautical activity that grants permission to perform such activity on or from the Airport property, whether directly or indirectly related to aviation activities or aeronautical activities, and with the intent to generate and/or secure earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

County, means the County of Yuba.

Development Guidelines, means any County-approved guidelines governing the development on the Airport.

DOT, means Department of Transportation.

Entity, means a person, firm, corporation, or partnership.

Equipment, means all machinery, together with the necessary supplies, tools and apparatus necessary to the proper conduct of the activity being performed.

Exclusive Right, means the power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition or unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties by excluding others from enjoying or exercising a similar right or rights would be an exclusive right. *The granting of an exclusive right to conduct a commercial aeronautical activity on an Airport developed by or improved with federal funds is expressly forbidden by law.*

FAA, means Federal Aviation Administration.

FAR, means Federal Aviation Regulation.

Fixed Base Operator (FBO), means an entity which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels, aircraft sales/rental, flight instruction and training, air charter, air cargo, aircraft airframe and engine repair, avionics and aircraft line services.

Flight Training/Aircraft Rental Facility, means an entity engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check for the category or categories of pilot's licenses and ratings involved. This category of services includes provisions for the rental of aircraft to the public.

General Aviation, means that portion of civil aviation that encompasses all facets of aviation except scheduled air carriers.

Hazardous Material, means any hazardous or toxic substance, material or waste which is, or becomes regulated, by any local government authority, the State of California or the United States Government. The term *Hazardous Material* includes without limitation, any substance that is (a) defined as a *hazardous substance* under appropriate state law provisions; (b) petroleum; (c) asbestos; (d) designated as *hazardous substance* pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (e) defined as *hazardous waste* pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (f) defined as a *regulated substance* pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

Improvements, means all buildings, structures and facilities including pavement, fencing, signs, and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the County for conformity with its building and construction standards. All permits required for the improvements must be obtained prior to construction.

Lease, means a contractual agreement between the County and an entity granting a concession or otherwise authorizing the conduct of certain activities which is in writing and enforceable by law.

Master Plan, means an assembly of appropriate documents and drawings covering the development of the airport from a physical, economical, social, and political jurisdictional perspective and adopted by the City, a copy of which is on file and available for inspection in the airport manager's office.

Minimum Standards for Commercial Aeronautical Activities, otherwise referred to as "Minimum Standards," means those qualifications, standards, and criteria set forth as the minimum requirements established as a condition for the right to engage in commercial aeronautical activities at the Airport, and as they may be amended from time to time.

Operator, means a person, firm, corporation, partnership that leases a facility or facilities at the Airport for the purpose of engaging in commercial aeronautical activities or related services. Included are sub-lessees and those who otherwise operate from a facility or facilities such as Mobile Aircraft Support Service operators.

Principals, means for Corporations all directors, officers, and stockholders holding more than 10% of the company stock; means for Partnerships all general and limited partners.

Property, means anything that is owned by an entity. Property is divided into two types: "real property," which is any interest in land, real estate, or the permanent improvements on it, and "personal property," which is everything else.

Ramp, means a paved area suitable for aircraft parking.

Regulatory Measures, means Federal, state, and county laws, codes, ordinances, policies, rules and regulations, all as may be in existence, hereafter enacted, and amended from time to time.

Repair Facility, means a facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

Rules and Regulations, means those rules and regulations governing the operations of the airport, properly adopted by ordinance of the County Board of Supervisors, and as may be amended from time to time.

Self-Fueling, means the fueling of an aircraft by the owner of the aircraft or the owner's employees using the owner's equipment.

Self-Service Fueling, means dispensing fuel into an aircraft using a commercial self-service aircraft fueling station.

Sublease, means a lease granted by a lessee to another entity of all or part of the property.

Tie-down, means the area, paved, or unpaved, suitable for parking and mooring of aircraft wherein suitable tie-down points have been located.

Weight Limitations, means the maximum allowable weight limits established for the Airport relating to the maximum operating weight of any aircraft. The weight limitations at Yuba County Airport are 75,000 pounds for single-wheel loads, 100,000 pounds for dual-wheel loads, and 150,000 pounds for dual-tandem wheel gear.

GENERAL REQUIREMENTS AND STANDARDS

WRITTEN AGREEMENT WITH THE COUNTY OF YUBA

Prior to commencement of an operation, the Operator will be required to enter into an agreement with the County of Yuba. Such agreement will recite the terms and conditions under which the business will be operated on the Airport, including, but not limited to, the term of the agreement, the rentals, fees and charges, the rights and obligations of the respective parties understood, therefore, that neither conditions therein contained nor those set forth in these Minimum Standards represent a complete recitation of the provisions to be included in the written agreement. Such provisions, however, will neither change nor modify the Minimum Standards nor be inconsistent therewith.

GROUND SPACE, FACILITIES & ACCOMMODATIONS

The Operator shall lease, sublease, and/or construct sufficient ground space, facilities and accommodations for the proposed commercial aeronautical activity. The Operator must provide copies of subleases to the County and receive prior approval for the business proposed before finalizing a sublease arrangement. The following are basic requirements:

- A full description and drawing of the location of the ground space, facilities, and accommodations to be utilized solely for the Operator's proposed commercial aeronautical activity. The Operator must identify the location of its aircraft parking and staging areas, customer lounges, vehicle parking areas, and restrooms.
- The ground space shall include paved access to the Operator's office and paved aircraft apron with tie-down or hangar facilities within the leased area sufficient to accommodate the activities being performed. Ground space shall also include sufficient space for automobile parking.
- The facilities and floor space allotments shall include office and customer lounge facilities. These facilities must be properly heated, ventilated, cooled and lighted.
- The public accommodations shall include telephones for customer use, restrooms, sufficient on-site customer and staff auto parking spaces, and handicap access in accordance with any federal, state and local regulations.
- The Operator shall maintain all pavement constructed by the Operator in good condition. The maintenance of building(s), utility costs, and trash removal shall be the Operator's responsibility. Landscaping and the maintenance of security fences and access gates within the Operator's leased premises shall be the Operator's responsibility.
- For construction of new facilities, the Operator will be subject to the same standards for development as are contained in the County of Yuba Building Code, Fire Code, and the Planning and Zoning Code. All construction plans must be submitted to the County for approval prior to modification or construction of any building, hangar, or other facility on leased premises.
- The business and construction activities of the Operator shall be done in such manner as to avoid the dispersion of foreign object debris on the airfield.

- Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including, without limitation, Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

LICENSES AND CERTIFICATIONS

The Operator shall comply with all federal, state, county and/or municipal laws and regulations concerning its proposed operation and, if requested, provide copies of all pertinent permits, licenses and certifications.

PERSONNEL

The Operator shall have in his employ and on duty during operating hours, trained personnel in such number as are required to meet the Minimum Standards and Specific Requirements set forth herein. The Operator shall also provide a responsible person on the leased premises to supervise the operations during all business hours.

All personnel are required to hold appropriate Federal Aviation Administration Certificates and ratings. The person managing the Operator's activities shall have sufficient experience managing a comparable activity to that proposed on the qualified and authorized to represent and act for and on behalf of Operator during all hours of activities with respect to the method, manner, and conduct of the Operator and Operator's activities. When such responsible person is not on the leased premises, such individual shall be immediately available by telephone or pager. The Operator shall have in its employ, on duty, and on premises during hours of activity, properly trained, qualified and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner.

AIRCRAFT LEASEBACK, SUBLEASE, OR OTHER AIRCRAFT OPERATING AGREEMENTS

All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial activity between an aircraft owner/operator and other parties operating at the Airport shall conform to the standards stipulated for the respective aeronautical activities being performed under the subject agreement.

All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial aeronautical activity at or from the Airport shall include the following: "this agreement shall not violate the Minimum Standards for Commercial Aeronautical Activities as set by the County of Yuba nor shall this instrument be used for the purpose of evading any of the Yuba County Airport Rules & Regulations."

INSURANCE

The Operator shall procure, maintain, and pay premiums during the term of the agreement for insurance of the types and the minimum limits set forth in the specific requirements for the respective commercial aeronautical activities. The insurance company writing the required policy or policies shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

All insurance which the Operator is required to carry by the County and keep in force shall include the County of Yuba, its officers, officials, employees and volunteers as additional insureds with respect to liability arising out of the premises owned, occupied or used by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the County of Yuba, its officers, officials, employees or volunteers.

The Operator shall furnish the County of Yuba with original Certificates of Insurance and endorsements affecting the applicable insurance coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All applicable insurance certificates and coverages shall be received and approved by the County prior to any construction and/or prior to the Operator's entry upon the Airport for the conduct of its business.

Disclosure Requirement: All Operators conducting rental, sales, or flight training shall post a notice and incorporate within their rental agreements the coverages and limits provided to the student or renter by the Operator, as well as a statement advising that additional coverage is available to such student/renter through the purchase of an individual non-ownership liability policy. The Operator shall provide a copy of such notice to the Airport Manager.

FBO FUELING

Although fueling activities performed by a Fixed Base Operator/Full Service are subject to the following standards, the standards are also typically contained as covenants in the FBO's ground lease agreement and may include additional provisions.

SELF-FUELING

Any Operator desiring to self-fuel as a stand-alone Operator or an Operator involved in any commercial aeronautical activity that would not otherwise qualify as a Fixed Base Operator/Full service, shall apply for a Self-Fueling Permit.

Issuance of the permit to the Operator (permittee) is based on the conformance with the following standards:

Self-fueling shall be limited to permittee's own use in aircraft owned by permittee and shall only be conducted on paved apron areas leased or subleased by permittee. The paved areas shall be of a size to permit proper aircraft storage, service, and access to the taxiway/runway system, adequate to satisfy the number of aircraft owned by the permittee. Such services may only be provided by a direct employee of the Aircraft Operator utilizing the vehicles and equipment owned by the Operator. Otherwise, Aircraft Operators are only permitted to have their aircraft fueled, washed, or repaired by those Operators and Lessees authorized to provide such service pursuant to an Agreement with the County.

Self-fueling activities shall be in compliance with all applicable federal, state, and local laws, regulations and codes, and shall be subject to inspection and approval by Airport, Fire Marshal and other local government inspectors having jurisdiction. Operators shall provide to the Airport Manager copies of fuel spill and fire emergency plans and procedures for review and approval. All personnel conducting fueling operations on permittee's premises shall attend safety and training programs which are subject to approval by the Airport and/or the Fire Marshall.

FUEL FLOWAGE FEE

Any entity permitted to dispense fuel on the Airport, including self-fueling permit holders, shall pay a fuel flowage fee that has been established in the Airport Rates and Charges fee schedule, as revised from time to time and approved by Board Resolution, and submit monthly fueling activity reports to the Airport Manager. The FBO or permittee shall maintain liability insurance with coverage for products and completed operations with limits of not less than \$25 million per occurrence. The FBO or permittee shall enter into an agreement with the fuel supplier to guarantee the direct payment of the fuel flowage fee to the County immediately following each delivery of any aviation fuel product by the supplier. The fuel supplier shall provide a copy of the delivery receipt or bill of lading, showing the gravity-corrected and recalibrated net quantity, of which the fee shall be paid within 15 days from the date of delivery.

MOTOR VEHICLES ON AIRPORT

The Operator will control the transportation of pilots, flight crews, and passengers to and from the Operator's facility or office to the Operator's apron and/or tie-down areas. The Operator performing this service with motor vehicles driving on the AOA shall do so only in accordance with the Yuba County Airport Rules & Regulations.

Any Operator using service vehicles on the AOA in the support and conduct of its business shall procure and maintain automobile liability insurance with a coverage of not less than \$1,000,000 per accident for bodily injury and property damage, naming the County as additional insured.

COMMERCIAL USE PERMIT & FEE

All Operators engaged in Commercial Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section as well as the minimum standards applicable to the Operator's activities, as set forth in subsequent sections.

Any Operator not being in possession of a valid ground lease agreement or having entered into a month-to-month lease with the County shall obtain a Commercial Aviation Permit and pay an annual fee. The fee applies to sublessees and subtenants of Operators having leases with the County and shall be due on the first day of July of every year. The fee is subject to adjustment as specified from time to time by resolution of the Yuba County Board of Supervisors.

The Permit authorizes the conduct of business on the Airport and assures that each business maintains liability insurance in accordance with these Standards and may be amended from time to time. Certificates of Insurance required and set forth by these minimum standards for each Activity shall be delivered to the County upon execution of any Agreement or approval. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverage, if the change results in a reduction.

OTHER RATES & CHARGES

The Operator shall pay any applicable rates and charges as set forth by resolution of the Yuba County Board of Supervisors and any special districts assessments placed on airport property. Pursuant to the Airport Rates and Fees (as specified in Administrative Services Code Section 13.00.030) and any subsequent amendments thereto as authorized by the Board of Supervisors, a landing fee for commercial aircraft operations is assessed. The fee only applies to non-based general aviation aircraft engaged in commercial activities, e.g., air taxi, charter or cargo operations conducted under FAR Part 121 and Part 135 or other

applicable FAR's based on maximum certified gross landing weight. Only revenue-producing operations are subject to the landing fee. Landings of aircraft that are based at Yuba County Airport through a written tie-down or hangar lease agreement with the County or the Lessee are exempt from the fee. Further exempt from the fees are landings conducted by military and federal government aircraft as well as landings performed due to in-flight emergencies, maintenance and training.

ENVIRONMENTAL

Any FBO, person, party, firm, or corporation operating on the Yuba County Airport must comply with the Yuba County Airport Storm Water Pollution & Prevention Plan (SWPPP), and any additional federal, stated, or local environmental requirements, as applicable.

EXCLUSIVE RIGHTS

As defined by the FAA in its grant assurances, "Exclusive Right" means the power, privilege or other right excluding or preventing another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition or unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties by excluding others from enjoying or exercising a similar right or rights would be an exclusive right. The granting of an exclusive right to conduct a Commercial Aeronautical Activity on an Airport developed by or improved with federal funds is expressly forbidden by law. If the FAA determines that any provision of these Minimum Standards, Agreement, or a practice constitutes a grant of prohibited Exclusive Right, such provision or practice shall be deemed null and void and/or such practice shall be discontinued immediately.

MULTIPLE SPECIALIZED ACTIVITIES

When more than one Activity is conducted at the Airport by a single Operator, the applicable minimum standards for the Operator shall be determined by the Airport Manager and shall be based upon the most stringent requirements for each of the Activities to be undertaken by the Operator.

FLYING CLUBS

Flying clubs are nonprofit entities organized for the express purpose of providing its members with any number of aircraft for their personal use and enjoyment only. Aircraft must be vested in the name of the club or owners on a pro-rata share. The club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain, and replace the aircraft. A flying club qualifies as an individual under the grant assurances and, as such, has the right to fuel and maintain the aircraft with its members. The airport owner has the right to require the club to furnish documents such as insurance policies, and maintain a current list of members as reasonably necessary to ensure that the club is a nonprofit organization rather than an FBO masquerading as a flying club.

STANDARDS BY SERVICE TYPE

Various types of Fixed Base Operators are permitted to operate at the Yuba County Airport. They include the following:

- Fixed-Base Operator / Full Service
- Airframe and Power Plant Repair
- Avionics and Instrument Repair
- Air Charter
- Air Cargo
- Flight Training/Aircraft Rental
- Aircraft Sales
- Specialized Commercial Aeronautical Activities

A qualified applicant may establish a fixed base operation at the airport if any one or any combination of the above basic services are provided, including maintenance and repair commensurate with the type of service offered. Examples of each type follows.

FIXED-BASE OPERATOR (FBO) / FULL SERVICE

A Fixed Base Operator (FBO) is an entity which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels, aircraft sales/rental, flight instruction and training, air charter, air cargo, aircraft airframe and engine repair, avionics and aircraft line services. For the purpose of these Minimum Standards, an FBO listed shall provide full fuel and line services to all based and transient general aviation aircraft. Minimum Standards for an FBO not providing full services, but engaged in one or in a combination of the aforementioned aeronautical activities are listed following this activity.

The FBO shall provide ground space, facilities, and accommodations sufficient for each of its permitted activities.

SCOPE OF SERVICE

Aircraft – Reference the appropriate sections following for the aircraft requirements for flight training, aircraft rental, aircraft sales, air cargo, and air charter.

Environmental – The FBO shall have a written Spill Prevention Contingency and Control Plan that meets Regulatory Measures for fuel storage facilities. FBO shall be liable and indemnify the County for all leaks, spills, or other damage that may result through the handling and dispensing of fuel. Ensuring the quality of the fuel is the responsibility of the FBO.

Equipment – In regards to Airframe and Power Plant repair activities, the FBO shall provide suitable tugs, tow bars, jacks, dollies and other equipment, supplies and parts equivalent to that required for certification by the FAA as an Approved Repair Station.

Motor Vehicles – The FBO shall provide aircraft-to-lounge ground transportation for transient passengers and pilots.

Personnel – The FBO shall employ sufficient personnel who are appropriately rated by the FAA for the work being performed for each activity. Reference the appropriate sections for

the personnel requirements for flight training, aircraft rental, aircraft sales, air cargo and air charter. The FBO shall have a line or customer service employee on duty at all times during operating hours.

Rates and Charges – The rates and charges for aircraft parking and tie-downs shall be determined by the Yuba County Board of Supervisors and are subjected further to the requirements that all rates and charges shall be reasonable and be equally and fairly applied to all users of its services. All rates and charges will be filed with the Airport Manager.

Subleases – The FBO may sublet a portion of the principal buildings and facilities for the purpose of assisting FBO in the full utilization of its fixed base operation. The FBO is required to provide to the County within ten (10) days of execution a copy of any sublease for building or hangar space to another entity to provide one or more commercial aeronautical activities.

The FBO shall include in any such sublease covenants and assurances from the sublessee regarding compliance with the applicable minimum standards and airport rules and regulations. The commercial aeronautical activities and business purpose shall be clearly stated in the sublease and the sublessee shall be limited to those aeronautical activities. The FBO shall further specify that the operation is under the direct supervision and guidance of the FBO and subject to the terms and conditions of the ground lease in effect between the FBO and the County.

The FBO shall be required to carry public liability insurance for all sublessees or provide a certificate of insurance naming the County of Yuba and sublessee as additional insured. Any entity subleasing FBO space is subject to payment of an annual Commercial Use Permit fee as set by the Yuba County Board of Supervisors.

Taxes and Assessments – The FBO shall, at its expense, pay all taxes and assessments against any building or other structure and personal property on the premises.

REQUIRED ACTIVITIES

Airframe and Power Plant Repair – Aircraft airframe and power plant repair services shall be provided by FAA approved personnel. The minimum requirements are contained further in these standards.

Hangar Keeping – Hangar facilities shall be provided for the storage and maintenance of aircraft, and the FBO shall provide adequate hangar space to the public to accommodate both based and transient aircraft.

Fueling – The FBO shall make satisfactory arrangements with a recognized aviation fuel distributor for the delivery of fuels and oil in such quantities to meet the requirements set forth herein. Fuel flowage fees as set forth by resolution of the Yuba County Board of Supervisors, and as revised and approved from time to time, shall be paid to the Airport Manager monthly for all fuel dispensed by FBO.

Fuel and into-plane delivery of aviation fuels shall be provided by the FBO seven days a week, and between the hours of 8:00 am and 5:00 pm. The FBO shall be able to extend/adjust these operating hours if customers so demand. The FBO shall provide mobile fuel dispensing equipment capable of safe and efficient servicing of all types of general aviation aircraft. All above ground fuel storage tanks shall be installed according to current regulations and shall be subject to approval by the Olivehurst Fire Department and the Yuba County Office of Emergency Services.

The FBO shall maintain current fuel reports on file and make available for auditing at any time by the Airport Manager.

Line Service – Involves buying, storing, selling, and furnishing of aviation fuels and oils to third parties. Line service, including oxygen and nitrogen, facilities to clean and deodorize aircraft toilets and clean both the interior and exterior of aircraft, Unicom, telephone and radio contact to and with service personnel. Line service further includes providing potable water, power starts, ground power, aircraft marshalling, towing, staging and parking, and reservations/arrangements for catering, hotel, rental car, taxi, and limousine services. The FBO shall provide initial and recurrent line service training and certification to all line personnel.

Concessions – Lounge, food and beverage service, including vending machines, catering service and packaged liquor for restocking of aircraft galleys.

Ground Transportation – Car rental and other ground transportation services, automobile parking and automobile and other ground support, support equipment and rental automobiles.

AIRFRAME AND POWER PLANT REPAIR

An Airframe and Power Plant Repair Facility Operator is an entity operating under FAR Parts 63 and 91, or Part 145, and/or certified as an FAA Repair Station, as applicable, and providing one or a combination of airframe and power plant repair services. This category of services includes the sale of aircraft parts and accessories.

In addition to the general requirements that apply to all FBOs, the following minimum requirements must be met:

SCOPE OF SERVICES

Equipment – The Operator shall provide suitable tugs, tow bars, jacks, dollies and other equipment, supplies and parts as necessary to perform the proposed operations, or that required for certification by the FAA as an approved Repair Station.

Licenses & Certifications – If the Operator applies to the FAA for Repair Station Certification under FAR Part 63 and Part 91, evidence of such application shall be submitted to the County.

If the Operator proposes to engage in the overhaul and repair of turbine power plants, FAR Part 145 Certification must be acquired within six months of initiation of operation and a copy must be filed with the Airport Manager.

Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed.

AVIONICS AND INSTRUMENT REPAIR

An Avionics and Instrument Repair Facility Operator is an entity engaged in the business of, and providing a facility for the repair of aircraft radios and electrical systems, instruments and other accessories for aircraft. This category of services includes the sale of aircraft parts and accessories of the type repaired.

In addition to the general requirements that apply to all FBOs, the following minimum requirements must be met:

SCOPE OF SERVICE

Licenses & Certifications – The Operator shall have a FAR Part 145 Certificated Radio Repair Station for Class 1 and 2 radio repairs. Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed.

Operating Hours – The Operator shall provide service in this category at least eight hours daily, five days a week. During non-operating hours, the Operator shall post or make otherwise known a telephone number or other contact provisions to permit an emergency call out.

Personnel – The Operator shall employ sufficient personnel who are appropriately rated by the FAA for the work being performed and who hold airframe, power plant, or aircraft inspection ratings. The Operator shall have an employee in the office at all times during the required operating hours.

AIR CHARTER

An Air Charter Operator is an entity that provides on-demand, non-scheduled passenger services and operates under the appropriate FAR with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport.

SCOPE OF SERVICE

Aircraft – The Operator shall have available for charter, either owned or under written lease to the Operator, at least one aircraft or helicopter, which must meet the requirements of the appropriate FAR Certificate held by the Operator.

Licenses & Certifications – The Operator shall obtain FAA certifications under one or more of FAR 91, 121, 125, 135 and 137. The Operator shall provide evidence of any certification approvals, including the Preapplication Statement of Intent (FAA Form 8400-6), the Registrations & Amendments Under Part 298 (OST Form 4507), the FAA issued operating certificate, or any other forms that FAA or DOT may require or adopt that are pertinent to this category.

Operating Hours – The Operator shall have its services available to meet the public demand for this category at least eight hours per day, five days each week.

Personnel – The Operator shall have in its employ a sufficient number of qualified Commercial or Airline Transport rated pilots. If the Operator occupies an office, at least one employee shall be provided in the office at all times during the required operating hours. Otherwise, a telephone number or other contact provisions shall be provided to permit employee call-out during operating hours.

AIR CARGO

An Air Cargo Operator is an entity that provides the carriage of property under the appropriate FAR and operates aircraft that are within the weight limitations established for the airport.

SCOPE OF SERVICE

Aircraft – The Operator shall have available for cargo transport, either owned or under written lease to the Operator, at least one aircraft or helicopter, which must meet the requirements of the appropriate FAR Certificate held by the Operator.

Licenses & Certifications – The Operator shall have and provide evidence of the appropriate FAA and DOT certifications and approvals, including the Preapplication Statement of Intent (FAA Form 8400-6), the Registrations & Amendments Under Part 298 (OST Form 4507), the FAA issued operating certificate, or any other forms that FAA or DOT may require or adopt that are pertinent to this category.

Operating Hours – The Operator shall have its services available to meet the public demand for this category.

Personnel – The Operator shall have in its employ a sufficient number of qualified pilots.

FLIGHT TRAINING/AIRCRAFT RENTAL

A Flight Training/Aircraft Rental Facility Operator is an entity engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check for the category or categories of pilot's licenses and ratings involved. This category of services includes provisions for the rental of aircraft to the public.

SCOPE OF SERVICE

Aircraft – The Operator shall have available for use in flight training, either owned or under written lease to the Operator, at least one certificated and currently airworthy aircraft or helicopter.

Licenses & Certifications – The Operator shall conduct the flight school activities under FAR Part 61 or Part 141. If the Operator is a FAR Part 141 approved flight school, the Operator shall provide evidence of such FAA certification.

Operating Hours – The Operator shall have its premises open and services available to meet the public demand for this category at least eight hours per day, six days each week.

Personnel – The Operator shall have in its employ sufficient flight and ground instructors who meet the standards expressed under FAR Part 91 or Part 141. If renting aircraft, the Operator shall have in its employ a person or persons having current flight instructor ratings. The Operator shall provide at least one employee in the facility office at all times during the required operating hours.

AIRCRAFT SALES

An Aircraft Sales Facility Operator is an entity engaged in the sale of new or used aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services, and parts as necessary to meet or warranty on new or used aircraft sold by it.

SCOPE OF SERVICE

Aircraft – The Operator shall provide or have available sufficient aircraft of each model offered for sale, for the purpose of demonstration.

Operating Hours – The Operator shall have its premises open and services available to meet the public demand for this category at least eight hours per day, six days each week.

Personnel – The Operator shall employ, or have available on call, a sufficient number of pilots with appropriate ratings, who shall be current in all models to be demonstrated. The Operator shall provide at least one employee in the facility office at all times during the required operating hours.

Spare Parts – The Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges is granted.

Warranty Repairs & Services If the Operator is FAA rated to perform warranty repairs and services and has adequate facilities to perform such work, such repairs and services shall be required. Otherwise, the Operator selling aircraft with guarantee or warranty assurances shall be obligated to arrange for proper repair and service of those aircraft.

SPECIALIZED COMMERCIAL AERONAUTICAL ACTIVITIES

A **Specialized Commercial Aeronautical Activity** is an entity engaged in *aircraft support service, commercial activity support service, or in air transportation for hire* for the purpose of providing the use of aircraft for the activities listed below:

Aircraft Support Services – are defined as aircraft, engine or accessory maintenance (for example, washing, painting, upholstery, magneto repairs, etc.) or other miscellaneous activities directly related to aircraft support. Mobile Aircraft Support Services operations might be permitted for aircraft washing, detailing, or other uncommon specialized activities.

Commercial Activity Support Services – are defined as ground schools, simulator training, charter flight coordinators, aircrew or aviation management or any other miscellaneous activities directly related to supporting or providing support services for a commercial activity.

Air Transportation for Hire – are defined as non-stop sightseeing flights (airplane or helicopter flights that begin and end at the Yuba County Airport and are conducted within 25 statute miles of Yuba-Sutter Counties; aerial photography or survey; fire fighting; power line, underground cable or pipeline patrol; banner towing, crop dusting or any other miscellaneous activities directly related to air transportation service (for example, flight instruction provided in student-owned or rented aircraft, or helicopter operations in construction or repair work).

SCOPE OF SERVICES

Aircraft – When required by the nature of its operation, the Operator shall provide and have based on its leasehold, either owned or under written lease to lessee, at least one aircraft which will be airworthy, meeting all FAA requirements and applicable regulations of the State of California with respect to the type of activity performed.

Environmental – Operators providing services involving aircraft maintenance, washing or painting, crop dusting, aerial application, or other commercial use of chemicals and cleaners shall comply with the local rules and regulations and the requirements of the Yuba County Airport's Storm Water Pollution & Prevention Plan (SWPPP).

Licenses & Certifications – The Operator shall have and provide evidence of all Federal, State, and local certificates, permits, etc., required for the activity.

Operating Hours – The Operator shall provide, by means of an office and telephone, a point of contact for the public desiring to utilize the Operator's services.

INSURANCE FOR COMMERCIAL AERONAUTICAL ACTIVITIES

In addition to the general requirements for commercial aeronautical activities, the following minimum requirements must be met:

Operator shall procure and maintain for the duration of the ground lease, sublease, or occupancy of the leased premises insurance against claims for injuries to persons or damage to property which may arise from, or in connection with the Operator's operation, use of the Premises or this Lease, which shall be acceptable to the County's Risk Manager. The cost of such insurance shall be borne by the Operator.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance.
4. Property Insurance against all risks of loss to any tenant improvements or betterments, including flood and earthquake.

Minimum Limits of Insurance

Operator shall maintain limits no less than:

1. General Liability: \$1,000,000 (\$3,000,000 if Full Service FBO) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include but not be limited to: blanket contractual; products/completed operations; hangarkeepers liability, and broad form property damage.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Property Insurance: Full replacement cost with no coinsurance penalty provision.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County's Risk Manager.

Other Insurance Provision

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The County of Yuba, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Premises owned,

occupied or used by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the County of Yuba, its officers, officials, employees, agents or volunteers.

2. The Operator's insurance coverage shall be primary insurance as respects the County of Yuba, its officers, officials, employees, agents and volunteers. Any Insurance or self-insurance maintained by the County of Yuba, its officers, officials, employees, agents or volunteers shall be excess of the Operator's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the County of Yuba, its officers, officials, employees, agents or volunteers.
4. Coverage shall state that the Operator's Insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be sus-pended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County of Yuba.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California.

Verification of Coverage

Operator shall furnish a copy of these requirements to Operator's insurance agent. The agent shall furnish the County's Risk Manager with Certificate(s) of Insurance and original endorsements evidencing coverage required by this clause. By sending the requisite documents, the agent is certifying the Operator maintains the appropriate coverage. The documents are to be signed by a person authorized by that insurer to bind coverage and endorse policies on its behalf. All documents are to be received and approved by the County of Yuba before Operator takes possession, or begins work on the Premises. The County of Yuba may for any reason require the Operator to provide complete, certified copies of all required insurance policies effecting the coverage required by these specifications. Operator, or its insurance agent, shall furnish County with evidence of insurance 30 days prior to expiration of the current certificate(s).

MINIMUM REQUIREMENTS FOR A BUSINESS PLAN

Following are the minimum requirements necessary for a business plan submittal:

1. All services that will be offered
2. Amount of land desired to lease
3. Building space that will be constructed or leased
4. Number of aircraft that will be provided
5. Equipment and special tooling to be provided
6. Number of persons to be employed
7. Short resume of each of the owners and financial backers
8. Short resume of the manager of the business (If different than above), including the person's experience and background in managing a business of this type
9. Provide days and hours of operation
10. Amounts and types of insurance coverage to be maintained
11. Evidence of the projections of the first year and the succeeding years of operation
12. Methods to be used to attract new business (advertising and incentives)
13. Amenities to be provided to attract business
14. Plan for physical expansion, if business should warrant such expansion



Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendoff, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: May 22, 2012
Re: Memorandum of Understanding between Yuba County and the Yuba County Water Agency for funding for the Flood Control Website

Recommendation

Recommend for approval a Memorandum of Understanding (MOU) between Yuba County and the Yuba County Water Agency for the design, implementation and execution of a Flood Control Website.

Background/Discussion

The Yuba County Water Agency in conjunction with Administrative Services Information Technology division, Office of Emergency Services, and the County Administrator's Office are working cooperatively for the creation, implementation, and execution of a Flood Control Website.

The project began in 2010 and is nearing project completion. This Memorandum of Understanding is being put into effect to confirm the terms of the agreement to all parties involved.

Committee Finding

Due to the project status, this item is bypassing committee.

Financial Impact

The project funding total is \$225,000 for the completion of the project.

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 YUBA COUNTY ADMINISTRATIVE SERVICES DEPARTMENT,
 INFORMATION TECHNOLOGY DIVISION
 And
 YUBA COUNTY WATER AGENCY

This Memorandum of Understanding (MOU) is between the Yuba County Water Agency, hereinafter referred to as "YCWA", and the Yuba County Administrative Services Department, Information Technology Division, hereinafter referred to as "IT DIVISION" for the creation, implementation, and execution of a Flood Control Website.

That the parties hereto, for and in consideration of the mutual covenants, conditions and agreements herein contained, do hereby agree as follows:

1. IT DIVISION will provide lead staff to work with the Office of Emergency Services, the County Administrator's Office, and the Yuba County Water Agency to create a request for proposal for website developers, conduct a thorough review and interview process and award to a qualified Contractor.
2. IT DIVISION will upon award of a Contract, Contract with the awarded Contractor and work cooperatively with the Office of Emergency Services, the County Administrator's Office, the Yuba County Water Agency and Contractor to create and implement and execute a Flood Control Website.
3. IT DIVISION will provide monthly invoices from the Contractor to be paid by the YCWA directly. YCWA will make payment to Contractor within 30 days of receiving such invoice(s). The total to be paid to the Contractor shall not exceed \$135,000.
4. IT DIVISION, will provide a time report and invoice on a monthly basis for work performed on the Flood Control Website project. YCWA will make payment to IT DIVISION within thirty (30) days of receiving such report and invoice. The total to be paid to IT DIVISION shall not exceed \$90,000
5. TERM: Commencement Date: January 1, 2010
 Termination Date: June 30, 2013

6. GENERAL PROVISIONS:
 - a. IT DIVISION has been contracted to receive funding from the YCWA for the creation, development and execution of a Flood Control Website.
 - b. In its performance under this MOU, IT DIVISION shall fully comply with the requirements of Yuba County Ordinances, Policies and Procedures, and all Federal and State laws and regulations.
 - c. This MOU may be amended only by the written, mutual consent of both parties.
7. DESIGNATED REPRESENTATIVE: The Director of Administrative Services located at 915 8th Street Suite 119 Marysville, CA 95901, is the representative for the IT DIVISION and will administer this MOU for the IT DIVISION. The General Manager of the Yuba County Water Agency located at 1220 F Street Marysville, CA 95901, is the authorized representative for YCWA. Changes in designated representatives shall occur only with advance written notice to the other party.
8. TERMINATION: IT DIVISION and YCWA shall each have the right to terminate this MOU upon thirty (30) days written notice to the other party.
9. INDEMNIFICATION – HOLD HARMLESS: Each party shall indemnify and hold harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party. Obligations under this section shall survive the termination of the MOU.
10. 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. Notices shall be addressed as follows:

If to IT DIVISION:

Administrative Services Department
Attn: Director of Administrative Services
County of Yuba
915 8th Street, Suite 119
Marysville, CA 95901

AND

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

If to YCWA:

Yuba County Water Agency
Attn: General Manager
1220 F Street
Marysville, CA 95901

This Memorandum of Understanding shall continue to and terminate on the 30th day of June 2013, unless succeeded by a new Memorandum of Understanding, or may be terminated upon 30 days written notice by either party.

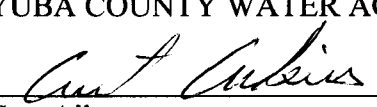
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this _____ day of _____, 2012.

YUBA COUNTY ADMINISTRATIVE SERVICES DEPARTMENT



Doug McCoy
Director of Administrative Services

YUBA COUNTY WATER AGENCY

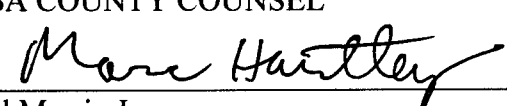


Curt Aikens
General Manager for the Yuba County Water Agency

YUBA COUNTY BOARD OF SUPERVISORS

Hal Stocker
Chair

APPROVED AS TO FORM
YUBA COUNTY COUNSEL

By: 

Angil Morris-Jones

The County of Yuba

195-12

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board *Donna Stottlemeyer*

Subject: Sutter-Yuba Substance Abuse Advisory Board

Date: May 22, 2012

Recommendation

Reappoint Bob Swift to the Sutter-Yuba Substance Abuse Advisory Board for term to end May 22, 2016.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Mr. Swift's term. Mr. Swift has been serving on the Board since October 1, 2002 and wishes to continue in this capacity. Attached is a recommendation from the Advisory Board.

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

Fiscal Impact

None

Committee Action

None required.

Attachments



SUTTER-YUBA MENTAL HEALTH SERVICES

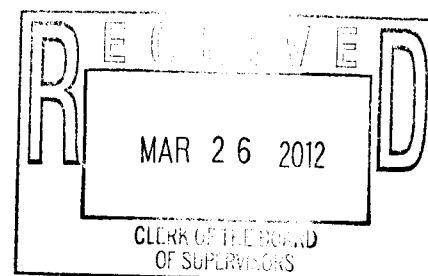
1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992-1520



Brad Luz, Ph.D.
Assistant Director of Human Services
Director of Mental Health

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

Memorandum



DATE: March 30, 2012

TO: Yuba County Board of Supervisors

FROM: Brad Luz, Ph.D., *[Signature]*
Assistant Director of Human Services for Mental Health
Tom Collins, Chair,
Sutter-Yuba Substance Abuse Advisory Board

SUBJECT: Re-Appointment of Bob Swift to the Substance Abuse Advisory Board
T.C.

On behalf of the Substance Abuse Advisory Board, we wish to recommend the re-appointment of Bob Swift to the Substance Abuse Advisory Board (SAAB) at the conclusion of his present term which expires on May 23, 2012.

Please advise this office through Nancy Fontinel when this recommendation goes before the Board of Supervisors for action. Thank you in advance for your favorable consideration of this request.

BL/nf

• SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969 •

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

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

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

The County of Yuba

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

MAY 8, 2012 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:31 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Stocker presided.

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

MOTION: Move to approve consent agenda MOVED: Mary Jane Griego SECOND: John Nicoletti
 AYES: Mary Jane Griego, John Nicoletti, Andy Vasquez, Roger Abe, Hal Stocker
 NOES: None ABSENT: None ABSTAIN: None

A. Administrative Services

1. Approve renewal of Off-Airport Operator agreement and Use Permit with Hust Brothers, Inc. and authorize the Chairman to execute same. (162-12) Approved.

B. Board of Supervisors

1. Receive and approve response to the 2011/2012 Grand Jury report titled "Concern for our Seniors." (171-12) Approved.
2. Receive and approve the response to the 2011/2012 Grand Jury report titled "Juvenile Hall Report." (172-12) Approved.

C. Clerk of the Board of Supervisors

1. Reappoint Morris Moody to the Keystone Cemetery District for a term ending May 8, 2015. (163-12) Approved.
2. Reappoint Gayle Diamond to the Yuba County Commission on Aging as an At-Large Representative for a term ending May 8, 2015. (164-12) Approved.

3. Appoint Michael Valdez to the Substance Abuse Advisory Board with term ending May 8, 2016. (165-12) Approved.

D. Clerk-Recorder/Elections

1. Approve purchase of electronic and miscellaneous hardware, software, and equipment from the Clerk Recorder Modernization Trust in an amount not to exceed \$25,000. (166-12) Approved.

E. Community Development and Services

1. Authorize Budget Transfers in the total amount \$167,850 allocating 2011 Community Service Block Grant funding to various line items. (167-12) Authorized.
2. Adopt resolution approving application for the River Parkways grant program for improvement of day use area at Sycamore Ranch. (168-12)
Adopted Resolution No. 2012-38, which is on file in Yuba County Resolution Book No. 43, entitled: "APPROVE APPLICATION FOR THE RIVER PARKWAYS GRANT PROGRAM UNDER THE CALIFORNIA CLEAN WATER, CLEAN AIR, SAFE NEIGHBORHOOD PARKS, AND COASTAL PROTECTION ACT OF 2002."

F. Library

1. Authorize Budget Transfer in the total amount of \$25,000 from various accounts to Account No. 101-6000-462-28-00 (Special Department Expense) for technology improvements and Summer Reading Program. (169-12) Authorized.

IV. SPECIAL PRESENTATION

- A. Present proclamation to Fremont-Rideout Health Group honoring National Nurses' Week May 6 - 12, 2012. (Ten minute estimate) (170-12) Chairman Stocker presented proclamation to the following:
- | | | |
|---------------------|----------------|-----------------------|
| Mr. Jonathan Pulido | Ms. Eva Craig | Ms. Katherine Willing |
| Mr. John Rust | Ms. Joy Morgan | |

V. PUBLIC COMMUNICATIONS:

- o Mr. Richard Boyd, Gary Drive, regarding flood and fire disasters, and insurance costs.

VI. COUNTY DEPARTMENTS

A. Board of Supervisors

1. Provide direction regarding tobacco retailer licensing ordinance. (Ten minute estimate) (173-12) At the direction of Chairman Stocker this item was pulled.

B. Community Development and Services

1. Approve formation of Yuba County Redevelopment Agency Oversight Board; appoint one Board member and County Administrator as representatives; direct solicitation for one public member; and direct Clerk to advise Office of Education, Yuba Community College District, and Olivehurst Public Utility District to make appointment and advise of same. (Ten minute estimate) (174-12) Community Development and Services Director Kevin Mallen provided a brief recap on the formation of an Oversight

Board, member appointments, and advised the first meeting of the Board would be Monday, May 14, 2012 at 3:30 p.m. in the Government Center. Mr. Mallen responded to Board inquiries.

MOTION: Move to approve formation, appoint Supervisor Griego and County Administrator Robert Bendorf, direct solicitation for one public member; and provide direction to the Clerk of the Board to advise Office of Education, Yuba Community College District, and Olivehurst Public Utility District to make appointment and advise of same

MOVED: John Nicoletti SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

VII. ITEM OF PUBLIC INTEREST

- A. Consider resolution regarding Natural Resources Preservation for the November 6, 2012 General Election, provide direction, and take action as appropriate. (Ten minute estimate) (175-12) Following Board discussion the following individuals spoke:

- o Mr. Nick Spaulding, Oregon House
- o Mr. John Larimer, Frakes Way
- o Ms. Shirley Henrikson, Browns Valley
- o Mr. Buck Weckman, Brownsville

Following additional Board discussion, County Counsel Angil Morris-Jones responded to specific inquiries regarding action to be taken.

MOTION: Move to not adopt resolution MOVED: Andy Vasquez SECOND: John Nicoletti

AYES: Andy Vasquez, John Nicoletti, Roger Abe

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

VIII. CORRESPONDENCE - (176-12)

- A. Letter of resignation from Dale Whitmore of the Yuba County Fish and Game Advisory Commission. (Copy provided to the Yuba County Fish and Game Advisory Commission/Vacancy notice posted) Accepted.
- B. Notice from the State of California Fish and Game Commission regarding proposed regulatory action relating to permits and inspection of facilities for restricted species. (Copy provided to the Yuba County Fish and Game Advisory Commission) Accepted.

IX. BOARD AND STAFF MEMBERS' REPORTS: Reports were received on the following:

Supervisor Vasquez:

- o Motocross event held May 4 through 6, 2012 at the MMX Race Track
- o Local Area Formation Commission (LAFCO) Sphere of Influence meeting May 2, 2012

Supervisor Nicoletti:

- o Yuba Gardens Foundation fundraiser held May 5, 2012
- o LAFCO Sphere of Influence meeting May 2, 2012
- o Oregon House Vintage Tractor Days held May 5, 2012

Supervisor Abe:

- LAFCO Sphere of Influence meeting May 2, 2012
- Lords Gym yard sale fundraiser Saturday, May 12, 2012 at 8 a.m. on Lindhurst Avenue
- Wheatland - Beale Community Day at Bear River School Saturday, May 12, 2012
- Riverside Meadows School fundraiser and swap meet, Saturday, May 19, 2012
- Lords Gym dessert auction Saturday, May 19, 2012 at 7 p.m.
- Wheatland Pet Parade Saturday, May 29, 2012

Supervisor Griego:

- LAFCO Sphere of Influence meeting May 2, 2012
- Yuba Sutter Transit Authority meeting held April 19, 2012
- California Local Area Formation Commission Executive Board meeting held May 4, 2012
- Yuba Gardens Foundation fundraiser held May 5, 2012
- 11th Annual Community Clean Up held April 28, 2012
- Pet contest at Eufay Woods Park Saturday, May 12, 2012

Supervisor Stocker: Received Board consensus for a Proclamation for Mr. John P. Parkinson in honor of his 90th birthday

County Administrator Robert Bendorf:

- UC Extension Farm Advisor program meetings regarding program expansion, advising a draft Joint Powers Agreement would be forthcoming
- Working with Curt Aiken and Paul Brunner on the Central Valley Flood Protection Plan
- Working with community of Linda, City of Marysville and LAFCO regarding the city's Sphere of Influence

X. CLOSED SESSION: The Board retired into Closed Session at 10:56 a.m.

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 050-140-056 (Bamford) Negotiating Parties: County of Yuba/Micheal Lee Negotiation: Terms of Payment
- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 020-133-012 (Lanza)/Multi-Family Site Negotiating Parties: County of Yuba/Kevin Mallen Negotiation: Terms of Payment
- C. Pending litigation pursuant to Government Code §54956.9(a) - Hernandez vs. County of Yuba
- D. Potential litigation pursuant to Government Code §54956.9(b) - Four Cases

Recessed for Committees at 11:27 a.m. and returned to Closed Session at 11:42 a.m. with all members present with the exception of Supervisor Nicoletti.

The Board returned from Closed Session at 12:13 p.m.

County Counsel Angil Morris-Jones advised in the matters of property negotiations staff was provided authority and direction; in the matter of the pending litigation, staff was directed to continue working with representation of Carl Fessenden of Porter Scott; and additional direction was provided in the four cases of potential litigation.

XI. ADJOURN: at 12:14 p.m. by Chairman Stocker.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

BY: Rachel Ferris, Deputy Clerk

Chair

Approved: _____

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DATE: May 03, 2012
TO: Board of Supervisors
Yuba County
FROM: Terry A. Hansen, Clerk / Recorder
SUBJECT: Appointments to Fill Vacant Offices

RECOMMENDATION:

Appoint individuals as indicated to fill vacancies pursuant to Elections Code §10515.

BACKGROUND AND DISCUSSION:

Declarations of Candidacy have been received as follows:

Democratic County Central Committee

Supervisorial District 2

NAME	TERM
Edward Fleming	2 Years
G. Michael Paine	2 Years

Director - Yuba County Water Agency – North

NAME	TERM
Thomas I “Tib” Belza	4 Years

Attachments:

Certificate of Facts and Request to Fill Vacant Office (2)

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

**RESOLUTION DECLARING ELECTED)
NOMINEES TO THE OFFICE OF MEMBER,)
COUNTY CENTRAL COMMITTEE FOR)
THEIR RESPECTIVE DISTRICTS AND)
POLITICAL PARTIES)**

RESOLUTION NO. _____

WHEREAS, the June 5, 2012 Primary Election is a regularly scheduled election day for members of the County Central Committees of qualified political parties; and

WHEREAS, the following Central Committees each have a number of nominees less than or equal to the number of offices to be filled in each central committee; and;

WHEREAS, no petition has been filed by 25 registered voters affiliated with the political party indicating that a write-in campaign will be conducted for the office; and

WHEREAS, pursuant to Elections Code Sections 7228 and 7423, the Board of Supervisor shall declare elected the candidates who have been nominated, and those candidates shall be entitled to receive certificates of election in the same manner as other candidates elected to a central committee; and

WHEREAS, the following persons are the nominees for the office of Member, County Central Committee for the District and Political Party as set forth below:

Democratic County Central Committee

Supervisory District 2

NAME	TERM
Edward Fleming	2 Years
G. Michael Paine	2 Years

and

WHEREAS, the County Clerk of the County of Yuba has determined that the number of candidates for the office of director of the Yuba County Water Agency – North does not exceed the number of directors to be filled at the June 5, 2012 Primary; and

WHEREAS, a Declaration of Candidacy was filed by the following person for the term set forth below:

NAME

Thomas I "Tib" Belza

TERM

4 Years

and

WHEREAS, Elections Code 10515 provides for the Board of Supervisors to appoint any person to office who is qualified on the date when the election would have been held.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Elections Code Section 7228 and 7423 the Board of Supervisors of the County of Yuba does hereby declare elected the below named nominees who shall take office and serve exactly as if elected at the June 5, 2012 Primary Election for the term prescribed by law.

Democratic County Central Committee

Supervisory District 2

NAME

Ed Fleming

G. Michael Paine

TERM

2 Years

2 Years

NOW THEREFORE, BE IT FURTHER RESOLVED, the person listed below is hereby appointed as a director of the Yuba County Water Agency – North for the term set forth.

NAME

Thomas I "Tib" Belza

TERM

4 Years

PASSED AND ADOPTED this _____ day of _____, 20____, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES

Pat Garamone

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **June 5, 2012**, the date fixed by Law for the general district election for the office of Director of the **Yuba County Water Agency - North** (District) the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Thomas I "Tib" Belza	9572 Stern Lane, Browns Valley, CA 95918	4 yrs

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 05/03/2012

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: _____

Terry A. Hansen

Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **June 5, 2012**, the date fixed by Law for the general district election for the office of **Member of County Democratic Central Committee** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☒ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Edward Fleming	1603 Ellis Lake Dr., Marysville, CA 95901	2 yrs
G. Michael Paine	630 D St., Marysville, CA 95901	2 yrs

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 05/03/2012

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: _____

Terry A. Hansen

Deputy

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



198-12

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To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director 

Date: May 22, 2012

Subject: Cordua Irrigation Annexation Tax Revenue Resolution

Recommendation:

Adopt the attached Resolution pertaining to tax revenue exchange for Cordua Irrigation District annexation of APN 05-060-001.

Background:

As part of any annexation of property into a city, county or special district, the entities that receive property taxes within the annexation area must agree on what changes, if any, will there be to distribution of the property taxes. Yuba County LAFCO has received an application from Cordua Irrigation District requesting an annexation of a single, uninhabited 70 acre parcel (APN 05-060-001) into their District.

Discussion:

Cordua Irrigation District does not receive a portion of property taxes, therefore the proposed annexation of the subject parcel does not necessitate a change in the distribution of property taxes as is reflected in the attached resolution.

Committee Action:

Due to the routine nature of the request, this item is being presented directly to the full Board

Fiscal Impact:

None.

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS) RESOLUTION NO. _____
PERTAINING TO TAX REVENUE EXCHANGE FOR)
LAFCO 2011-0004, CORDUA IRRIGATION DISTRICT)**

WHEREAS, Section 99 of the California Revenue and Taxation Code requires that an exchange of property tax revenue be negotiated between or among affected agencies prior to the LAFCO Executive Officer issuing a certification of filing for a proposed jurisdictional change; and

WHEREAS, a proposed jurisdictional change has been filed with the Yuba County LAFCO Executive Officer (LAFCO 2011-0004) to annex an uninhabited 70 acre parcel (APN 05-060-001) into the Cordua Irrigation District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba, based on the foregoing findings, hereby declares:

1. Upon finalization of the proposed annexation, property tax revenue, if any, generated from within the annexed area both currently and in the future shall not be changed as a result of the proposed annexation, and allocated to the County and all local taxing entities identified by the Auditor-Controller as TRA 064-230 in the same manner.
2. The Clerk of the Board is directed to file a copy of this Resolution with the State Board of Equalization, the Yuba County Auditor-Controller, and the Yuba County LAFCO Executive Officer.

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///
///
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///

PASSED AND ADOPTED this _____ day of _____, 2012, by the Board of Supervisors of the County of Yuba, by the following votes.

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Chair, Yuba County Board of Supervisors

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

By: *Pat Garano*
Approved As To Form:
Angil Morris-Jones, County Counsel

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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MAY 22, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Accept 2011 RAC Road Rehabilitation Various Locations Project as Complete and Authorize the Public Works Director to Sign and Record the Notice of Completion

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors accept the project as complete and authorize the Public Works Director to sign and record the Notice of Completion.

BACKGROUND:

DeSilva Gates Construction was awarded the contract for the 2011 RAC Road Rehabilitation Various Locations project on August 8, 2011. The project consisted of placing rubberized asphalt concrete overlay, shoulder backing, and thermoplastic marking, and striping on portions of Marysville Road, Camp Far West Road and Jack Slough Road.

DISCUSSION:

The Contractor has completed the work. Once the Board accepts the project as complete the Public Works Department will file a Notice of Completion with the Yuba County Recorder.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project was included in the Public Works Budget, and the request is routine in nature.

FISCAL IMPACT:

The project was funded through Measure D, Prop 1B, Cal Recycle RAC Grant and HUTA.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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May 22, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR 
RYAN MCNALLY, PARKS AND LANDSCAPE COORDINATOR 

SUBJ: APPROVE STAFF'S RECOMMENDATION TO CANCEL A GRANT FROM THE STATE TO PURCHASE 35.64 ACRES ALONG THE YUBA RIVER IN MARYSVILLE DUE TO FAILED NEGOTIATIONS

RECOMMENDATION:

Approve staff's recommendation to cancel a grant from the State to purchase property along the Yuba River from Knife River Construction due to the owner's unwillingness to accept a purchase price within the appraised value.

BACKGROUND:

In 2008, the California River Parkways and Urban Streams Restoration grant program solicited competitive grant proposals for land acquisition and/or site improvement projects for creating or improving recreation, habitat, flood management, and conservation enhancements in accordance with the California River Parkways Act of 2004 and the Urban Streams Restoration program. Subsequently, the CDSA was successful in receiving a conditional award of \$280,000 to purchase 35.64 acres along the Yuba River in Marysville near Simpson Lane from Knife River Construction.

DISCUSSION:

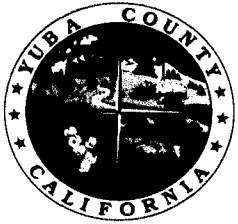
After a comprehensive land appraisal as required by the State, subsequent negotiations with Knife River Construction revealed a disconnect in perceived value versus market value. Knife River Construction was clear they were not willing to enter an offer within, or near an amount acceptable to the State under the auspices of this program, which was not to exceed fair market value. As a result, a qualified willing seller, which is a critical requirement to the award of these funds, was forfeited.

COMMITTEE ACTION:

Due to the routine nature of this followup to a previously approved grant application, the Land Use and Public Works Committee was bypassed for this item.

FISCAL IMPACT:

No impact to the General Fund. Approximately \$8,000 has been spent to date on this project and the State indicated these expenses will still be reimbursable.



COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BENDORF
COUNTY ADMINISTRATIVE OFFICER
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

201-12

BOARD MEMO

To: Board of Supervisors

Fr: Scott Bryan *SB*
Emergency Operations Manager

Re: Approve out of state travel for Martha Wilson, Director of Human Resources and Jill Abel, Deputy Director of Human Resources, to receive emergency management training in support of their roles in the Operational Area Emergency Operations Center (EOC).

Date: May 22, 2012

Recommendation:

It is recommended that the Board of Supervisors approve out of state travel for Martha Wilson and Jill Abel, to attend FEMA's Emergency Management Institute (EMI) in Emmitsburg, Maryland. This course is scheduled for June 11th - 14th, 2012.

Background/Discussion:

It is important to provide superior, on-going and cost effective training opportunities to all members of the Yuba County EOC Management Team. This course provided by FEMA at the EMI, provides both in class lecture regarding emergency preparedness and response, as well as three full scale EOC exercises. The Emergency Management Institute EOC Preparedness and Response course will allow Martha and Jill to experience EOC activations, and become more familiar with the overall concept of emergency management, furthering their abilities to assist the County during times of disasters or significant events (Course Description Attached).

Committee Action:

No committee action was taken due to the routine nature of this request.

Fiscal Impact:

There will be no fiscal impact to the general fund as Martha and Jill have been accepted to participate in the course and all expenses are reimbursed through FEMA.



915 8TH STREET, SUITE 117
MARYSVILLE, CA 95901



(530) 749-7520 OFFICE
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E900 - IEMC: All Hazards Preparation and Response

Course Description:

This Integrated Emergency Management Course, E900 All Hazards Preparedness and Response is a premier course that addresses preparedness and response in emergency situations resulting from natural and technological hazards. This exercise-based course is conducted for two types of audiences. The participants in the "generic" audience represent various communities from throughout the country. The "specific" audience is made up of participants all from one community. The IEMC places public officials and other key community leaders in a disaster simulation. The course methodologies of classroom instruction, planning sessions, and exercises, allow for structured decision making in a learning, yet realistic, environment. A key outcome of this is that additional planning needs are identified, providing the opportunity to enhance overall preparedness. The exercise scenario for the All Hazards: Preparedness and Response focuses on severe weather and related flooding.

Prerequisites:

Required:

None.

Recommended:

None.

Course Length:

CEUs: 2.5

NOTE: Participants are encouraged to enroll in both the All-Hazards: Preparedness and Response and the Hurricane: Recovery and Mitigation, in consecutive, back to back, offerings.

Last Updated: May 20, 2011

* The social media links provided are for reference only. FEMA does not endorse any non-government Web sites, companies or applications.

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



202-12

**Joseph W. Cassady, D.O.,
Health Officer**
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: *Suzanne Nobles*
Suzanne Nobles, Director
Health & Human Services Department

DATE: May 22, 2012

SUBJECT: Resolution of the Board of Supervisors Authorizing the Execution of Counseling and Therapeutic Services Agreements for Child Welfare Services

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board authorizing the Director of Health and Human Services to execute the incorporated Counseling and Therapeutic Service Agreement for its Child Welfare Services (CWS) Division is recommended.

BACKGROUND: The CWS Division of the Department of Health and Human Services is mandated by law to provide appropriate counseling and therapeutic services to its dependent children. Since 2003, contracted services have been provided using a Resolution of the Board which authorized the Director of Health and Human Services to execute counseling and therapeutic service agreements on behalf of Yuba County for its Child Welfare Services Division. The attached Resolution is necessary to revise the incorporated Counseling and Therapeutic Service Agreement to reflect changes made to form and content addressing confidentiality and other provisional language.

DISCUSSION: The attached Resolution and its incorporated agreement are necessary to simplify the process and expedite the numerous contracts needed to meet the counseling and therapeutic services needs of dependent children and families.

COMMITTEE: The Human Services Committee recommended approval on May 15, 2012.

FISCAL IMPACT: Approval of this Resolution and the subsequent contract will not impact the County General Fund.

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

**RESOLUTION AUTHORIZING THE)
DIRECTOR OF HEALTH AND HUMAN)
SERVICES DEPARTMENT)
TO EXECUTE ON BEHALF OF THE)
COUNTY OF YUBA COUNSELING)
AND THERAPEUTIC SERVICE)
AGREEMENTS FOR CHILD)
WELFARE SERVICES)**

RESOLUTION NO. _____

WHEREAS, pursuant to the Child Welfare Services program, codified in Sections 16501 through 16508 of the California Welfare and Institutions Code, the County of Yuba is required to provide counseling and therapeutic services to qualified children and families in the Child Welfare Services program; and

WHEREAS, the Health and Human Services Department of the County of Yuba, through its Human Services Division, is assigned the responsibility of administering the Child Welfare Services Program on behalf of the County of Yuba; and

WHEREAS, it is necessary for the Health and Human Services Department to enter into multiple agreements with various private entities to provide counseling and therapeutic services for Child Welfare Services children and families.

NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby authorized the Director of the Yuba County Health and Human Services Department to execute, on behalf of the County of Yuba, counseling and therapeutic service agreements in the form attached hereto and incorporated herein by this reference and to amend such contracts for greater or lesser funding.

////

////

////

////

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2012 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:

Pat Sacramento

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for counseling, evaluation, and therapeutic services for Child Welfare children and families ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Vendor Name
"CONTRACTOR"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date:

Termination Date:

The term of this Agreement shall become effective on _____, and shall continue in force and effect for a period of _____ () year (s), unless sooner terminated in accordance with the terms of this Agreement.

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

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services

rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Director of Health and Human Services is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Confidentiality Provisions and Statements
- Attachment G – Fee Schedule
- Attachment H – Invoice Format

9. **TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2012.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"

Suzanne Nobles, Director
Yuba County Health and
Human Services Department

Signor's Name, Signor's Title
Vendor Name

Resolution No. 2012-_____

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Pat Garrison

for Angli P. Morris-Jones,
County Counsel

*Conditioned on
Insurance Provisions
Approval*

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1. CONTRACTOR shall provide counseling, therapeutic and/or evaluation services as requested by COUNTY to meet its service requirements as set forth in the California W&I Code, Sections 16501, 16502, 16504, 16506, 16507 and 16508. Said services to be provided by CONTRACTOR may include:

- Psychological assessment;
- Psychological testing and evaluation;
- Consultation;
- Individual or family counseling or psychotherapy

A.1.2. CONTRACTOR shall further provide, as requested by COUNTY:

- Provide written documentation of services rendered, including professional opinions and diagnoses;
- Provide court testimony regarding services rendered or recommended services;
- Provide updates of treatment provided to clients, as required by the court;
- Provide written assessment of client.

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY. CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

ATTACHMENT B

PAYMENT

B.1 COUNTY shall pay CONTRACTOR as follows:

B.1.1. COUNTY shall pay CONTRACTOR contract fees for services rendered, as specified in Attachment G – Fee Schedule. In no event shall total compensation paid to CONTRACTOR under this Provision B.1.1 exceed \$_____ () without an amendment to this Agreement approved by the Director of the Health and Human Services Department as authorized by the Yuba County Board of Supervisors.

The total amount to be paid to the CONTRACTOR by the COUNTY shall not exceed the amount approved in the departmental budget by the Board of Supervisors.

B.1.2. CONTRACTOR shall submit itemized invoices for payment in a format consistent with that as shown in Attachment H – Invoice Format no later than the tenth (10th) day of the month following provision of services.

B.1.3 COUNTY shall remit payment for services rendered to CONTRACTOR within thirty days from receipt of itemized invoice from CONTRACTOR

B.2 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2 HEALTH AND SAFETY STANDARDS. CONTRACTOR 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.

C.3 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 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. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.4 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.5 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.6 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety,

health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.8 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.9 PROVISIONAL LIMITATION. It is specified that Provisions D.11 and D.14 shall not be construed to be applicable to confidential client case records.

C.10 AUTOMOBILE INSURANCE PROVISIONAL LIMITATION. The Provisions of Attachment E- Insurance Provisions regarding automobile liability shall not apply if no automobile vehicle is used by CONTRACTOR or employees and/or subcontractors of CONTRACTOR in connection with the provision of service rendered pursuant to this Agreement.

C.11 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.12 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.epls.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an

employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this

Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim

arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing,

signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict

of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Health and Human Services Department
County of Yuba
Suzanne Nobles, Director
P.O. Box 2320
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Vendor Name
Attn: Authorized Contract Signor and/or Contact
Address
City, State Zip

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

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

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

E.1.2 Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

- | | | |
|---|---|--|
| 1. General Liability:
(including operations, products and completed operations.) | \$1,000,000 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$0 | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |

- | | | |
|---|--------------------|---|
| 4. Employer's Liability: | \$0 | Each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Professional Errors and Omissions Liability (if required): | \$1,000,000 | Per occurrence. |

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

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

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

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

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

E.5 Sub-contractors. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1. INTRODUCTION.

For the purposes of carrying out a contract for therapeutic and counseling services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and _____ (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statement sets forth in this document outline the CONTRACTOR'S responsibilities for safeguarding this information.

F.2. DEFINITIONS.

F.2.1 CONFIDENTIAL INFORMATION shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

F.2.2 PERSONALLY IDENTIFIABLE INFORMATION is Confidential Information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State Identification numbers, etc.

F.2.3 BREACH shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

F.2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

F.3. BACKGROUND.

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in

any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR'S possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR'S possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

F.4. PROVISIONS.

F.4.1 The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

F.4.2. The COUNTY requires at least the following minimum standards of care in handling the Confidential Information:

F.4.2.1 Securing all areas where confidential information is maintained and/or stored;

F.4.2.2 Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

F.4.2.3 Limiting the removal of confidential information from the CONTRACTOR'S premises except for those purposes as designated in the underlying Agreement;

F.4.2.4 Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

F.4.2.5 Not leaving confidential information unattended or accessible to unauthorized individuals; and

F.4.2.6 Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

F.4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

F.4.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

F.4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR'S location or COUNTY location in an effort to ensure compliance with these provisions.

F.4.6 If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

F.4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the Confidential Information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

F.4.8 NOTIFICATION OF BREACH.

F.4.8.1. Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

F.4.8.2. Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Kathy Cole, Privacy Officer
Phone: (530) 749-6393 or (530) 749-6311
E-Mail: kcole@co.yuba.ca.us

Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section F.4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information (PII) and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the Breach, which may include notification to the individual or other authorities.

F.4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

F.4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY'S confidential information.

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR'S policies

should articulate all safeguards in place for the COUNTY'S confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

F.5. ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the Confidential Information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR'S care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: _____

CONTRACTOR

(Signature)

(Print Name and Title)

ATTACHMENT G

FEE SCHEDULE

Type of Service	FEE
<u>Evaluation Services</u>	
Initial Interview	_____/hr.
Testing	_____/hr.
Psychological Evaluation	_____/hr.
<u>Psychotherapy Services</u>	
PhD: Individual/Family	_____/hr.
LCSW: Individual/Family	_____/hr.
MFTI: Individual/Family	_____/hr.
<u>Counseling and Consultation Services</u>	
Individual Counseling	_____/hr.
LMFT: Individual Counseling	_____/hr.
Consultation (Office)	_____/hr.
Consultation (Out of Office)	_____/hr.
Court Testimony, Professional Opinions or	_____/hr.
Treatment Updates	_____/hr.
Psychological Assessment	_____/hr.
Attendance at Family Team Conference	_____/meeting

ATTACHMENT H

INVOICE FORMAT

Contractor's Name and Address		Contact Name and Phone Number		
Vendor Name Vendor Address Vendor Address		Vendor Contact Person Phone: FAX: E-Mail		
Program		Period of Service/Invoice Number		
CWS Therapeutic				
Client ID	Type of Service	Rate/HR	# of Hrs of Service	Amount
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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 Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

Authorized Signer

Date

Mail original and back-up documentation to:
Yuba County Health and Human Services Department
Attention: Administration/Finance
P.O. Box 2320
Marysville, CA 95901



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

203-12



MAY 22, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

RE: LAW ENFORCEMENT AGREEMENT WITH YUBA COUNTY WATER AGENCY

RECOMMENDATION:

Approve the agreement with Yuba County Water Agency for law enforcement services for the limited term, May 15, 2012 through September 15, 2012.

BACKGROUND:

For the past fifteen years, the Water Agency has paid the Sheriff's Department for patrol coverage at the Bullard's Bar for the months of mid-May through mid-September. The coverage included a Deputy Sheriff III for eight hours per day, 40 hours per week.

DISCUSSION:

This is a continuation of an agreement that is a benefit to both the Water Agency and the Sheriff's Department. This service provides additional coverage at the lake, with no fiscal impact to the regular Boat Patrol budget or the General Fund. The Sheriff's Department will hire an extra help Deputy III for the seasonal period, to work in conjunction with the Sheriff's Boat Patrol deputies. Additionally, the Yuba County Water Agency agrees to reimburse the Yuba County Sheriff's Department for 25% of salary and benefits of the Marine Enforcement Sergeant's position to provide additional law enforcement presence at the New Bullard's Bar Reservoir and associated recreational lands.

FISCAL IMPACT:

No additional cost to the Sheriff's Department or General Fund. Revenues from the Water Agency of approximately \$51,457 will cover the necessary costs for the additional coverage, including the extra help salaries, overtime, and overhead costs.

COMMITTEE ACTION:

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


**OPERATING AGREEMENT BETWEEN YUBA COUNTY SHERIFF'S DEPARTMENT
AND THE YUBA COUNTY WATER AGENCY**

In return for the full time assignment of a Yuba County Deputy III for 40 hours per week to patrol and provide law enforcement services at New Bullards Bar Reservoir and associated recreational lands, the Yuba County Water Agency agrees to reimburse the Yuba County Sheriff's Department for salary, benefits and overtime costs in support of Yuba County Water Agency operational requirements. The period of service will be from May 15, 2012 through September 15, 2012.

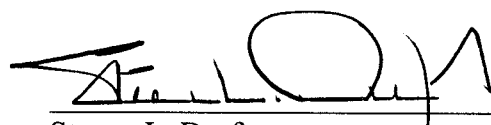
Additionally, the Yuba County Water Agency agrees to reimburse the Yuba County Sheriff's Department for 25% of salary and benefits of the Marine Enforcement Sergeant's position to provide additional law enforcement presence at the New Bullard's Bar Reservoir and associated recreational lands. Billings will be made at the following rates for 2012:

Deputy III (\$5,188 per month):	\$20,752
Overtime rate: \$34.00 (maximum 40 hours)	\$ 1,360
Marine Enforcement Sergeant	\$29,345

Total billings are expected to be no more than \$51,457. Billings will be made in two increments-one on July 1, 2012 and one upon the completion of service in September 2012. Both parties can make a different billing schedule or changes to this agreement upon negotiation and agreement. We the undersigned concur with all aspects of the above detailed operating agreement.



Curt Aikens
General Manager
Yuba County Water Agency

Date: 4/10/12


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

Date: 04/17/12

Chairman, Board of Supervisors
County of Yuba

Approved as to form

Angil Morris-Jones
County Counsel

Date: 5/1/12



COUNTY
DEPARTMENTS

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204-12

STAFF REPORT

DATE: May 10, 2012

TO: The Honorable Hal Stocker, Chairman
Members of the Yuba County Board of Supervisors

FROM: Brynda Stranix, District Director
Yuba-Sutter Economic Development District

SUBJECT: Yuba-Sutter Economic Development District
2012-2013 Comprehensive Economic Development Strategy (CEDS)

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

BACKGROUND

This Comprehensive Economic Development Strategy (CEDS) is the result of a local planning process designed to guide the economic growth of the Yuba-Sutter region. The CEDS process helps create jobs, foster a more stable and diverse economy, and improve living conditions. It provides a mechanism for coordinating the efforts of individuals, organizations, local governments, and private industry concerned with economic development.

An annually updated CEDS is required to qualify for U.S. Department of Commerce, Economic Development Administration (EDA) assistance under its public works, economic adjustment, and most planning programs.

All public works projects must be included the District's most recent CEDS to be considered for funding by EDA.

This document represents the goals and objectives of the Yuba-Sutter Economic Development District which is comprised of Yuba and Sutter counties and the cities of Marysville, Live Oak, and Wheatland.

DISCUSSION

The CEDS process is a continuing economic development planning process, developed with broad-based and diverse community participation. The CEDS document contains:

- An analysis of economic and community development problems and opportunities;
- An economic development background of the Yuba-Sutter district, with a discussion of the economy, including geography, population, labor force, resources and the environment;
- A section setting forth goals and objectives for taking advantage of the opportunities and solving the economic development problems; and,
- A plan of action, including suggested projects to implement objectives and goals set forth in the strategy.

The CEDS reflects the specific challenges and opportunities of the Yuba-Sutter Economic Development District and contains three main elements: analysis, vision and action plan.

The analysis assesses the state of the regional economy, the opportunities and threats posed by external trends and forces and the availability of partners and resources for economic development. The community's vision and goals, together with an appraisal of the region's competitive advantages set the strategic direction of the action plan. The action plan establishes program priorities for implementation.

I would also like to point out that in this analysis, many of the goals and projects included in the final document are supported by all jurisdictions in the District. Those specific goals and projects are wastewater treatment facilities, regional flood control, reconstruction of the 5th Street bridge and, of course, the third bridge that would span the Feather River which has been a long-term goal of this community for years.

The CEDS Committee's purpose is to formulate a regional economic strategy for the District. It incorporated direction from both Yuba and Sutter counties and the cities of Live Oak, Marysville and Wheatland.

The committee was comprised of community and business leaders representing a diverse cross section of the region and I would like to take this opportunity to mention them by name and thank them for their effort and devotion to this process. They are:

Dana Burroughs	Yuba-Sutter Economic Development Corporation
Rachel Farrell	Harmony Health Medical Clinic
Megan Foster	Yuba-Sutter Farm Bureau
Renee Garcia	U.S. Bank
Bob Harland	Greenfreak, LLC
John Hodge	Greenfreak, LLC
Dawn Johnson	Yuba-Sutter Mall
Lee Jones	Harkey House
Coleen Morehead	Sutter Buttes Sand & Gravel

Each jurisdiction included in the District was also represented on the committee, those individuals are:

Randy Cagle	Sutter County Community Services, Assistant Director
Stan Cleveland	Sutter County, Board of Supervisors
Jim Goodwin	City of Live Oak, City Manager
Dave Lamon	City of Marysville, City Services Director
Kevin Mallen	Yuba County Community Development and Services Agency, Director
Stephen Wright	City of Wheatland, City Manager

I am happy to report that our community was well represented in the CEDS process by these individuals. We, as a community, can take special pride in knowing we have such dedicated citizens among us. It has been my distinct pleasure working with each of them.

The 2012-2013 Comprehensive Economic Development Strategy is available at www.ysedc.org.

FISCAL IMPACT

We anticipate no fiscal impact as a result of this agenda item.

ACTION REQUESTED

Approve and adopt the 2012-2013 Comprehensive Economic Development Strategy report and authorize its submittal to the United States Department of Commerce, Economic Development Administration as set out in the "Resolution" before you.

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

RESOLUTION APPROVING THE 2012-2013)
COMPREHENSIVE ECONOMIC DEVELOPMENT)
STRATEGY AND PROGRAM PROJECTION FOR)
THE YUBA-SUTTER ECONOMIC DEVELOPMENT)
DISTRICT AS PREPARED AND RECOMMENDED BY))
YUBA-SUTTER ECONOMIC DEVELOPMENT)
CORPORATION AND THE COMPREHENSIVE)
ECONOMIC DEVELOPMENT STRATEGY COMMITTEE)

RESOLUTION NO. _____

WHEREAS, U.S. Department of Commerce, Economic Development Administration (EDA) requires the preparation and adoption of a Comprehensive Economic Development Strategy (CEDS) by the local Comprehensive Economic Development Strategy Committee to contain public works projects approved by the County of Yuba, the CEDS Committee, Yuba-Sutter Economic Development District and EDA prior to consideration of federal funding of said public works projects; and

WHEREAS, the CEDS Committee began preparation of the required annual report in March 2012, and approved and adopted said document May 3, 2012; and

WHEREAS, said action also directed the CEDS document be submitted to the Yuba County Board of Supervisors for its review and action;

NOW THEREFORE BE IT RESOLVED, that the Yuba County Board of Supervisors, after reviewing said CEDS document, hereby approves the report and authorizes its submittal to the Economic Development Administration.

Passed and adopted this _____ day of _____ 2012 by the following vote:

AYE:

NO:

ABSTAIN:

ABSENT:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



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*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director

Date: May 15, 2012 

Subject: Deferral and Waiver of Certain Impact Fees

Recommendation:

Adopt the attached Ordinance amending Chapter 13.80, Deferral and Waiver of Certain Impact Fees.

Background:

In August of 2008 the Board adopted Chapter 13.80, Deferral of Certain Impact Fees (see attached copy of Chapter 13.80) in response to the sudden reduction in building permits. The intent of the deferral is to encourage continued development of new residential and nonresidential buildings by deferring certain impact fees that were previously required to be paid at issuance of a building permit. This Chapter does not address the rates or areas of applicability of impact fees, just the timing of payment.

For single family residential permits the deferral requires the payment of fees prior to final inspection and for multifamily residential and nonresidential more flexibility was given with the payment being allowed on a pro rate share based on the portion of the development requesting final inspection.

In May of 2010 the Board adopted an amendment to the Ordinance extending the expiration date from June 30, 2010 to June 30, 2012.

One of the fees deferred as part of the Ordinance is the PLSP/NASA Road Improvement Fee. This fee as the name implies is collected from new homes and businesses within the Plumas Lake/North Arboga areas to construct road improvements to handle increased traffic as these areas grow. In order to keep the improvements at a pace that would reduce traffic congestion, the fee consists of a base fee that would cover all the anticipated road improvements upon completion of all the homes, as well as an Advance Funding Charge (AFC) that is essentially a loan from the initial homes that is to be repaid in later years by the last homes paying the fee.

MAY 15 *Walled reading lds*

Discussion:

Since August of 2008 hundreds of building permits have been issued utilizing the new deferral process with great success. However, the recovery of the economy appears to still be in a delicate stage and not in a position to bounce back to a pre-recession pace of land development anytime soon.

Staff is recommending that the expiration of the deferral ordinance be extended from June 30, 2012 to June 30, 2014 as well as adding the waiver of one particular fee during this period to help further stimulate development. The one impact fee proposed to be waived is the AFC portion of the PLSP/NASA Road Improvement Fee, which for fiscal year 2011/12 is \$7,498 per home.

The AFC loan mechanism is intended to advance the funding of the two freeway interchange projects that serve Plumas Lake as well as the extension of River Oaks Blvd to Arboga Road. Based on current fund balances, construction schedules and cost estimates, staff believes the PLSP Road Fee fund is capable of foregoing the collection of the AFC for two years and not delay the construction of the projects. Furthermore, the AFC portion of the fee is a loan mechanism collected as part of the fee and then planned for repayment by future fees collected after the projects have been completed and therefore no repayment or backfill of the waiver is required of the general fund.

Due to the list of fees being deferred including County as well as fees collected on behalf of Linda Fire and OPUD, staff has solicited and received concurrence from both of the other agencies prior to placing the proposed extension before the Board.

Committee Action:

The Land Use and Public Works Committee recommends approval.

Fiscal Impact:

The ability to provide certainty in service fee amounts, longer map life and cash flow relief should encourage continued investment in the County resulting in additional revenues to provide vital services.

Attachments:

Ordinance amendment to Chapter 13.80

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 13.80 ADDRESSING DEFERRAL AND
WAIVER OF CERTAIN IMPACT FEES**

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on day of _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By: *Pan Gerasimov*

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF
CALIFORNIA DOES ORDAIN AS FOLLOWS:**

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Chapter 13.80 of Title XIII of the Yuba County Ordinance Code is hereby amended to read as follows:

CHAPTER 13.80.000

DEFERRAL AND WAIVER OF CERTAIN IMPACT FEES

Sections:

13.80.010	Title
13.80.020	Purpose
13.80.030	Applicable Fee Programs
13.80.040	Fee Deferral Program
13.80.050	Fee Adjustments
13.80.060	Fee Waiver
13.80.070	Expiration

13.80.010 TITLE. This Chapter shall be known and cited as the "Deferral and Waiver of Certain Impact Fees."

13.80.020 PURPOSE. The County of Yuba desires to encourage the continued investment of new residential and nonresidential development within the County during difficult economic times. The County finds that payment of certain impact fees at issuance of a building permit during difficult economic conditions creates a barrier to such development and desires, by adoption of this Chapter, to ease such barrier by deferring the time of payment of certain fees. In addition, the County finds that waiver of the advance funding charge portion of the PLSP/NASA Road Improvement Fee will be beneficial to stimulating development while not adversely affecting road improvement projects.

13.80.060 FEE WAIVER. Notwithstanding any other provision of this Code, all building permits applied for or issued during the time this Chapter is in effect shall be allowed waiver of the Advanced Funding Charge portion of the PLSP/NASA Road Improvement Fee, the amount of which for fiscal year 2011/12 is \$7,498.

13.80.070 EXPIRATION. This Chapter shall remain in effect until June 30, 2014, and as of that date is repealed unless sooner extended or reenacted. All building permits applied for or issued while this Chapter is in effect will be allowed deferral of fees in accordance

with this Chapter even if the deferral of payment extends beyond the date this Chapter is repealed.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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205-12

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May 22, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR
KEVIN PERKINS, ASSOCIATE PLANNER

SUBJ: APPROVE RESOLUTIONS OF NECESSITY AUTHORIZING THE CONDEMNATION OF PROPERTY
FOR THE RUPERT AVENUE ROAD WIDENING PROJECT

RECOMMENDATION:

That the Board of Supervisors approve six Resolutions of Necessity authorizing the condemnation of property for the construction of improvements to Rupert Avenue.

BACKGROUND:

Rupert Avenue, between Hammonton-Smartsville Road and Puddle Drive, is designated as a collector road and slated for improvements in the East Linda Specific Plan (adopted 1990). Collector Roads in the East Linda Specific Plan are designed to provide two travel lanes, bike lanes, curb and gutter, and pedestrian sidewalks. Rupert Avenue is one of only five roads in the Linda community that provide north/south access between North Beale Road and Erle Road and as such has a high level of importance for emergency vehicles and the community. Presently, Rupert Avenue does not meet current design standards, and is in need of safety improvements such as road widening and the addition of bike lanes and sidewalks.

The proposed project consists of widening the two existing travel lanes to meet current road width standards; the addition of bike lanes, on-street parking, curbs, gutters, and sidewalks; the installation of a storm drain system; the relocation of overhead utilities; an asphalt overlay; and realigning the northern terminus of Rupert Avenue approximately 120 feet west to align with Avondale Avenue. To accommodate the improvements, the Rupert Avenue right-of-way needs to be widened from 40 feet to 60 feet, along with a 10-foot public utility easement on the east side of the road.

DISCUSSION:

In February of 2011, the Public Works Department received a HUD Community Development Block Grant (CDBG) for \$320,000 to help fund right-of-way acquisition for the Rupert Avenue widening project as well as contribute toward construction costs. The CDBG funding has spending milestones that if not met could jeopardize future CDBG funding applications.

Staff commenced property owner notification for project right-of-way acquisition on November 1, 2011, by certified mail requesting to meet with property owners for appraisal purposes. Formal compensation offers were given to property owners starting on January 31, 2012. Staff has successfully negotiated and purchased the necessary right of way from the majority of the property owners. However, there are six properties (4 owners) on which staff has been unsuccessful to date in acquiring the needed right of way. Staff is continuing dialogue with these property owners in hopes of a mutually agreeable resolution. However, substantial time has been provided to these property owners, and to meet project milestones, we are forced to proceed with the eminent domain process. The resolutions of necessity are for portions of the following properties:

APN 021-281-018, Buchser
APN 021-281-019, Buchser
APN 021-282-003, Buchser
APN 021-321-015, Lethridge
APN 021-282-014, Singh
APN 021-282-023, Rojas

COMMITTEE ACTION:

Due to timeline constraints pertaining to the CDBG funding and because this is an approved project in the FY 11/12 budget, the Land Use & Public Works Committee was bypassed.

FISCAL IMPACT:

Funding for right of way acquisition is 100% from the CDBG grant up to \$170,000, which is adequate to cover the entire cost.

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

**RESOLUTION OF NECESSITY AUTHORIZING)
THE CONDEMNATION OF PROPERTY FOR)
THE CONSTRUCTION OF IMPROVEMENTS)
TO RUPERT AVENUE)**

RESOLUTION NO. _____

WHEREAS, Rupert Avenue, between Hammonton-Smartsville Road and Puddle Drive, is designated as a collector road and slated for improvements in the East Linda Specific Plan (adopted 1990). Collector Roads in the East Linda Specific Plan are designed to provide two travel lanes, bike lanes, curb and gutter, and pedestrian sidewalks. Rupert Avenue is one of only five roads in the Linda community that provide north/south access between North Beale Road and Erle Road and as such has a high level of importance for emergency vehicles and the community; and

WHEREAS, presently, Rupert Avenue does not meet current design standards; and

WHEREAS, the proposed improvements are a requirement of the East Linda Specific Plan so that Rupert Avenue can function as intended and specified in the ELSP's Circulation Element; and

WHEREAS, Yuba County Public Works plans to widen Rupert Avenue's existing right-of-way from 40 feet to 60 feet to accommodate the proposed road rehabilitation/improvement project consisting of widening the two existing travel lanes to meet current road width standards; the addition of bike lanes, on-street parking and curb, gutter, and sidewalks; an asphalt overlay; the installation of a storm drain system; the relocation of overhead utilities; and realigning the northern terminus of Rupert Avenue approximately 120 feet west to align with Avondale Avenue; and

WHEREAS, the County of Yuba has acquired needed property from many of the property owners to construct the above-identified improvements; and

WHEREAS, the County of Yuba requires additional property in order to complete construction of the project and has not been able to secure the additional property through negotiation with the remaining property owners; and

WHEREAS, pursuant to Government Code section 7267.2, offers were made to the herein identified property owners and those offers were declined or other barriers to the negotiations were identified; and

WHEREAS, pursuant to Government Code section 1230.020, et seq., the power of eminent domain may be exercised to acquire property that is reasonably and practicably necessary for public use; and

WHEREAS, the property to be acquired consists of the following property interests from the hereinafter described parcel:

OWNER:

Veva Buchser & William F. Buchser, Trustee or his Successor in Trust, under The William F. Buchser Charitable Remainder Unitrust, dated 08/14/2006

APN: 021-282-003 (1432 Hammonton-Smartsville Road)

TAKE: ROW Easement= 930 square feet & PUE Easement= 1,425 square feet

Said property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors, by a vote of two-thirds (consisting of four votes with a five member Board) of its members, finds that:

1. On April 26, 2012, notice of the County's intent to adopt the Resolution of Necessity and acquire by eminent domain the property listed in Exhibit A was sent to each person whose property is to be acquired by eminent domain and whose name and address appears as the property owner on the last equalized county assessment roll.
2. The notice specified May 22, 2012 and 9:30 a. m. and thereafter, at the Yuba County Board of Supervisors Chambers, 915 8th Street, Marysville, CA 95901, as the date and place for the hearing to be held on this matter.
3. The hearing was held at that time and place and all interested persons were given an opportunity to be heard.
4. Based on the evidence presented to it, the Board finds, determines and hereby declares the following:
 - a. The public interest and necessity requires the proposed project.
 - b. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - c. The property described herein in this Resolution is necessary for the proposed project.

- d. The offer required by Government Code section 7267.2 has been made to the owners of record.
5. The Public Works Director or his/her designee is hereby authorized and empowered:
- To acquire in the County's name, by condemnation, the title, easements and rights of way described about, in and to such real property or interest therein, in accordance with the provisions for eminent domain in the California Code of Civil Procedure and the constitution of California.
 - To prepare and prosecute, in the County's name, such proceedings in the county's name as are necessary for such acquisition.
 - To deposit the proper amount of compensation based on an appraisal, and to apply to said court for an order permitting the County to take immediate possession and use said real property for said public uses and purposes.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2012 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:

Pan Garamore

EXHIBIT "A-1"

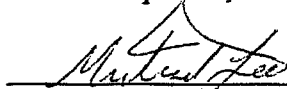
All that certain real property situate in the County of Yuba, State of California, lying within Section 30, Township 15 North, Range 4 East, M.D.B.&M., as projected into the New Helvetia Rancho, being a portion of Lot 19 as shown on the "Map of Subdivision of Lot 10 of Tract 3-A of Yuba Gardens" filed in Book 3 of Maps at page 17, in the office of the Yuba County Recorder, also being described as Parcel 3 and Parcel 4, in deed to William F. Buchser, Trustee or his Successors in Trust, under the William F. Buchser Charitable Remainder Unitrust, dated 8/14/2006, recorded October 20, 2006, at document number 2006R-021253, Yuba County Official Records, more particularly described as follows:

All that portion of said Buchser property, within the bounds of a 60.00 foot wide strip of land lying 30.00 feet on each side of the following described line;

Beginning at a monument marking the centerline intersection of Rupert Avenue and Puddle Drive, as shown on Tract Map 03-003 for Edgewater Unit 4 filed in book 76 of Maps at page 14, in the office of the Yuba County Recorder, from which a monument marking the center of the cul-de-sac at the northeasterly end of said Puddle Drive bears North 40° 19' 54" East a distance of 513.71 feet; thence North 39° 07' 49" West a distance of 49.97 feet to a point on the westerly boundary of said Tract Map (shown on said map as a "standard centerline monument in well"); thence, along the centerline of Rupert Avenue, North 29° 44' 38" West a distance of 1250.40 feet to the beginning of a curve to the left having a radius of 250.00 feet; thence along the arc of said curve through a central angle of 23° 08' 54" a distance of 101.00 feet; thence North 52° 53' 32" West a distance of 200.74 feet to the southerly right of way line of Hammonton-Smartsville Road as described in Deed to the County of Yuba recorded March 1, 1873 in Book 25 of Deeds at page 22. Containing 960 square feet, more or less.

TOGETHER WITH a strip of land for "Public Utility Easement" purposes having a uniform width of **10 feet** lying northeasterly of and coincident with the above described 60-foot strip of land, the side lines of which shall be lengthened or shortened to terminate at the southerly line of said Buchser property and the existing northeasterly right of way line of Rupert Avenue, formerly known as Yuba Avenue, as described in deed to the County of Yuba, recorded May 19, 1932, in Book 16, Official Records of Yuba County, page 89. Containing 1425 square feet, more or less.
021-282-003

Dated: April 26, 2012



Michael G. Lee, PLS 7853

County Surveyor – Yuba County



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

**RESOLUTION OF NECESSITY AUTHORIZING)
THE CONDEMNATION OF PROPERTY FOR)
THE CONSTRUCTION OF IMPROVEMENTS)
TO RUPERT AVENUE)**

RESOLUTION NO. _____

WHEREAS, Rupert Avenue, between Hammonton-Smartsville Road and Puddle Drive, is designated as a collector road and slated for improvements in the East Linda Specific Plan (adopted 1990). Collector Roads in the East Linda Specific Plan are designed to provide two travel lanes, bike lanes, curb and gutter, and pedestrian sidewalks. Rupert Avenue is one of only five roads in the Linda community that provide north/south access between North Beale Road and Erle Road and as such has a high level of importance for emergency vehicles and the community; and

WHEREAS, presently, Rupert Avenue does not meet current design standards; and

WHEREAS, the proposed improvements are a requirement of the East Linda Specific Plan so that Rupert Avenue can function as intended and specified in the ELSP's Circulation Element; and

WHEREAS, Yuba County Public Works plans to widen Rupert Avenue's existing right-of-way from 40 feet to 60 feet to accommodate the proposed road rehabilitation/improvement project consisting of widening the two existing travel lanes to meet current road width standards; the addition of bike lanes, on-street parking and curb, gutter, and sidewalks; an asphalt overlay; the installation of a storm drain system; the relocation of overhead utilities; and realigning the northern terminus of Rupert Avenue approximately 120 feet west to align with Avondale Avenue; and

WHEREAS, the County of Yuba has acquired needed property from many of the property owners to construct the above-identified improvements; and

WHEREAS, the County of Yuba requires additional property in order to complete construction of the project and has not been able to secure the additional property through negotiation with the remaining property owners; and

WHEREAS, pursuant to Government Code section 7267.2, offers were made to the herein identified property owners and those offers were declined or other barriers to the negotiations were identified; and

WHEREAS, pursuant to Government Code section 1230.020, et seq., the power of eminent domain may be exercised to acquire property that is reasonably and practicably necessary for public use; and

WHEREAS, the property to be acquired consists of the following property interests from the hereinafter described parcel:

OWNER

Veva Buchser & William F. Buchser, Trustee or his Successor in Trust, under The William F. Buchser Charitable Remainder Unitrust, dated 08/14/2006

APN: 021-281-018 (1404 Hammonton-Smartsville Road)

TAKE: ROW Easement= 14,348 square feet

Said property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors, by a vote of two-thirds (consisting of four votes with a five member Board) of its members, finds that:

1. On April 26, 2012, notice of the County's intent to adopt the Resolution of Necessity and acquire by eminent domain the property listed in Exhibit A was sent to each person whose property is to be acquired by eminent domain and whose name and address appears as the property owner on the last equalized county assessment roll.
2. The notice specified May 22, 2012 and 9:30 a. m. and thereafter, at the Yuba County Board of Supervisors Chambers, 915 8th Street, Marysville, CA 95901, as the date and place for the hearing to be held on this matter.
3. The hearing was held at that time and place and all interested persons were given an opportunity to be heard.
4. Based on the evidence presented to it, the Board finds, determines and hereby declares the following:
 - a. The public interest and necessity requires the proposed project.
 - b. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - c. The property described herein in this Resolution is necessary for the proposed project.

- d. The offer required by Government Code section 7267.2 has been made to the owners of record.
5. The Public Works Director or his/her designee is hereby authorized and empowered:
- To acquire in the County's name, by condemnation, the title, easements and rights of way described about, in and to such real property or interest therein, in accordance with the provisions for eminent domain in the California Code of Civil Procedure and the constitution of California.
 - To prepare and prosecute, in the County's name, such proceedings in the county's name as are necessary for such acquisition.
 - To deposit the proper amount of compensation based on an appraisal, and to apply to said court for an order permitting the County to take immediate possession and use said real property for said public uses and purposes.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2012 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:

Pat Garamore

EXHIBIT "A-1"

All that certain real property situate in the County of Yuba, State of California, lying within Section 30, Township 15 North, Range 4 East, M.D.B.&M., as projected into the New Helvetia Rancho, being a portion of Lots 11 and 12 as shown on the "Map of Subdivision of Lot 10 of Tract 3-A of Yuba Gardens" filed in Book 3 of Maps at page 17, in the office of the Yuba County Recorder, also being described as Parcel 6 and Parcel 7, in deed to William F. Buchser, Trustee or his Successors in Trust, under the William F. Buchser Charitable Remainder Unitrust, dated 8/14/2006, recorded October 20, 2006, at document number 2006R-021253, Yuba County Official Records, more particularly described as follows:

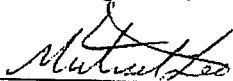
All that portion of said Buchser property, lying northeasterly of a parallel and concentric line, (being lengthened on the northerly end to terminate at the southerly right of way line of Hammonton-Smartsville Road) lying 30.00 feet southwesterly of the following described line;

Beginning at a monument marking the centerline intersection of Rupert Avenue and Puddle Drive, as shown on Tract Map 03-003 for Edgewater Unit 4 filed in book 76 of Maps at page 14, in the office of the Yuba County Recorder, from which a monument marking the center of the cul-de-sac at the northeasterly end of said Puddle Drive bears North 40° 19' 54" East a distance of 513.71 feet; thence North 39° 07' 49" West a distance of 49.97 feet to a point on the westerly boundary of said Tract Map (shown on said map as a "standard centerline monument in well"); thence, along the centerline of Rupert Avenue, North 29° 44' 38" West a distance of 1250.40 feet to the beginning of a curve to the left having a radius of 250.00 feet; thence along the arc of said curve through a central angle of 23° 08' 54" a distance of 101.00 feet; thence North 52° 53' 32" West a distance of 200.74 feet to the southerly right of way line of Hammonton-Smartsville Road as described in Deed to the County of Yuba recorded March 1, 1873, in Book 25 of Deeds at page 22.

Containing 0.33 acres, more or less.

021-281-018

Dated: April 26, 2012



Michael G. Lee, PLS 7853

County Surveyor – Yuba County



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

**RESOLUTION OF NECESSITY AUTHORIZING)
THE CONDEMNATION OF PROPERTY FOR)
THE CONSTRUCTION OF IMPROVEMENTS)
TO RUPERT AVENUE)**

RESOLUTION NO. _____

WHEREAS, Rupert Avenue, between Hammonton-Smartsville Road and Puddle Drive, is designated as a collector road and slated for improvements in the East Linda Specific Plan (adopted 1990). Collector Roads in the East Linda Specific Plan are designed to provide two travel lanes, bike lanes, curb and gutter, and pedestrian sidewalks. Rupert Avenue is one of only five roads in the Linda community that provide north/south access between North Beale Road and Erle Road and as such has a high level of importance for emergency vehicles and the community; and

WHEREAS, presently, Rupert Avenue does not meet current design standards; and

WHEREAS, the proposed improvements are a requirement of the East Linda Specific Plan so that Rupert Avenue can function as intended and specified in the ELSP's Circulation Element; and

WHEREAS, Yuba County Public Works plans to widen Rupert Avenue's existing right-of-way from 40 feet to 60 feet to accommodate the proposed road rehabilitation/improvement project consisting of widening the two existing travel lanes to meet current road width standards; the addition of bike lanes, on-street parking and curb, gutter, and sidewalks; an asphalt overlay; the installation of a storm drain system; the relocation of overhead utilities; and realigning the northern terminus of Rupert Avenue approximately 120 feet west to align with Avondale Avenue; and

WHEREAS, the County of Yuba has acquired needed property from many of the property owners to construct the above-identified improvements; and

WHEREAS, the County of Yuba requires additional property in order to complete construction of the project and has not been able to secure the additional property through negotiation with the remaining property owners; and

WHEREAS, pursuant to Government Code section 7267.2, offers were made to the herein identified property owners and those offers were declined or other barriers to the negotiations were identified; and

WHEREAS, pursuant to Government Code section 1230.020, et seq., the power of eminent domain may be exercised to acquire property that is reasonably and practicably necessary for public use; and

WHEREAS, the property to be acquired consists of the following property interests from the hereinafter described parcel:

OWNER:

William F. Buchser, Trustee or his Successor in Trust, under The William F. Buchser Charitable Remainder Unitrust, dated 08/14/2006

APN: 021-281-019 (5864 Rupert Ave)

TAKE: ROW Easement= 1,361 square feet

Said property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors, by a vote of two-thirds (consisting of four votes with a five member Board) of its members, finds that:

1. On April 26, 2012, notice of the County's intent to adopt the Resolution of Necessity and acquire by eminent domain the property listed in Exhibit A was sent to each person whose property is to be acquired by eminent domain and whose name and address appears as the property owner on the last equalized county assessment roll.
2. The notice specified May 22, 2012 and 9:30 a. m. and thereafter, at the Yuba County Board of Supervisors Chambers, 915 8th Street, Marysville, CA 95901, as the date and place for the hearing to be held on this matter.
3. The hearing was held at that time and place and all interested persons were given an opportunity to be heard.
4. Based on the evidence presented to it, the Board finds, determines and hereby declares the following:
 - a. The public interest and necessity requires the proposed project.
 - b. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - c. The property described herein in this Resolution is necessary for the proposed project.
 - d. The offer required by Government Code section 7267.2 has been made to the owners of record.

5. The Public Works Director or his/her designee is hereby authorized and empowered:
- a. To acquire in the County's name, by condemnation, the title, easements and rights of way described about, in and to such real property or interest therein, in accordance with the provisions for eminent domain in the California Code of Civil Procedure and the constitution of California.
 - b. To prepare and prosecute, in the County's name, such proceedings in the county's name as are necessary for such acquisition.
 - c. To deposit the proper amount of compensation based on an appraisal, and to apply to said court for an order permitting the County to take immediate possession and use said real property for said public uses and purposes.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2012 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:



EXHIBIT "A-1"

All that certain real property situate in the County of Yuba, State of California, lying within Section 30, Township 15 North, Range 4 East, M.D.B.&M., as projected into the New Helvetia Rancho, being a portion of Lot 12 as shown on the "Map of Subdivision of Lot 10 of Tract 3-A of Yuba Gardens" filed in Book 3 of Maps at page 17, in the office of the Yuba County Recorder, also being described as Parcel 5, in deed to William F. Buchser, Trustee or his Successors in Trust, under the William F. Buchser Charitable Remainder Unitrust, dated 8/14/2006, recorded October 20, 2006, at document number 2006R-021253, Yuba County Official Records, more particularly described as follows:

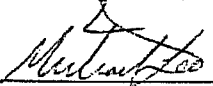
All that portion of said Buchser property, within the bounds of a 60.00 foot wide strip of land lying 30.00 feet on each side of the following described line;

Beginning at a monument marking the centerline intersection of Rupert Avenue and Puddle Drive, as shown on Tract Map 03-003 for Edgewater Unit 4 filed in Book 76 of Maps at page 14, in the office of the Yuba County Recorder, from which a monument marking the center of the cul-de-sac at the northeasterly end of said Puddle Drive bears North 40° 19' 54" East a distance of 513.71 feet; thence North 39° 07' 49" West a distance of 49.97 feet to a point on the westerly boundary of said Tract Map (shown on said map as a "standard centerline monument in well"); thence, along the centerline of Rupert Avenue, North 29° 44' 38" West a distance of 1250.40 feet to the beginning of a curve to the left having a radius of 250.00 feet; thence along the arc of said curve through a central angle of 23° 08' 54" a distance of 101.00 feet; thence North 52° 53' 32" West a distance of 200.74 feet to the southerly right of way line of Hammonton-Smartsville Road as described in Deed to the County of Yuba recorded March 1, 1873 in Book 25 of Deeds at page 22.

Containing 0.03 acres, more or less.

021-281-019

Dated: April 26, 2012



Michael G. Lee, PLS 7853
County Surveyor – Yuba County



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

**RESOLUTION OF NECESSITY AUTHORIZING)
THE CONDEMNATION OF PROPERTY FOR)
THE CONSTRUCTION OF IMPROVEMENTS)
TO RUPERT AVENUE)**

RESOLUTION NO. _____

WHEREAS, Rupert Avenue, between Hammonton-Smartsville Road and Puddle Drive, is designated as a collector road and slated for improvements in the East Linda Specific Plan (adopted 1990). Collector Roads in the East Linda Specific Plan are designed to provide two travel lanes, bike lanes, curb and gutter, and pedestrian sidewalks. Rupert Avenue is one of only five roads in the Linda community that provide north/south access between North Beale Road and Erle Road and as such has a high level of importance for emergency vehicles and the community; and

WHEREAS, presently, Rupert Avenue does not meet current design standards; and

WHEREAS, the proposed improvements are a requirement of the East Linda Specific Plan so that Rupert Avenue can function as intended and specified in the ELSP's Circulation Element; and

WHEREAS, Yuba County Public Works plans to widen Rupert Avenue's existing right-of-way from 40 feet to 60 feet to accommodate the proposed road rehabilitation/improvement project consisting of widening the two existing travel lanes to meet current road width standards; the addition of bike lanes, on-street parking and curb, gutter, and sidewalks; an asphalt overlay; the installation of a storm drain system; the relocation of overhead utilities; and realigning the northern terminus of Rupert Avenue approximately 120 feet west to align with Avondale Avenue; and

WHEREAS, the County of Yuba has acquired needed property from many of the property owners to construct the above-identified improvements; and

WHEREAS, the County of Yuba requires additional property in order to complete construction of the project and has not been able to secure the additional property through negotiation with the remaining property owners; and

WHEREAS, pursuant to Government Code section 7267.2, offers were made to the herein identified property owners and those offers were declined or other barriers to the negotiations were identified; and

WHEREAS, pursuant to Government Code section 1230.020, et seq., the power of eminent domain may be exercised to acquire property that is reasonably and practicably necessary for public use; and

WHEREAS, the property to be acquired consists of the following property interests from the hereinafter described parcel:

OWNER:

Sukhvinder Singh

APN: 021-282-014 (5805 Rupert Ave)

TAKE: ROW Easement= 673 square feet & PUE Easement= 673 square feet

Said property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors, by a vote of two-thirds (consisting of four votes with a five member Board) of its members, finds that:

1. On April 26, 2012, notice of the County's intent to adopt the Resolution of Necessity and acquire by eminent domain the property listed in Exhibit A was sent to each person whose property is to be acquired by eminent domain and whose name and address appears as the property owner on the last equalized county assessment roll.
2. The notice specified May 22, 2012 and 9:30 a. m. and thereafter, at the Yuba County Board of Supervisors Chambers, 915 8th Street, Marysville, CA 95901, as the date and place for the hearing to be held on this matter.
3. The hearing was held at that time and place and all interested persons were given an opportunity to be heard.
4. Based on the evidence presented to it, the Board finds, determines and hereby declares the following:
 - a. The public interest and necessity requires the proposed project.
 - b. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - c. The property described herein in this Resolution is necessary for the proposed project.
 - d. The offer required by Government Code section 7267.2 has been made to the owners of record.

5. The Public Works Director or his/her designee is hereby authorized and empowered:
- To acquire in the County's name, by condemnation, the title, easements and rights of way described about, in and to such real property or interest therein, in accordance with the provisions for eminent domain in the California Code of Civil Procedure and the constitution of California.
 - To prepare and prosecute, in the County's name, such proceedings in the county's name as are necessary for such acquisition.
 - To deposit the proper amount of compensation based on an appraisal, and to apply to said court for an order permitting the County to take immediate possession and use said real property for said public uses and purposes.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2012 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:



EXHIBIT "A-1"

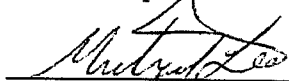
All that real property, situate in the County of Yuba, State of California, lying within Section 30, Township 15 North, Range 4 East, M. D. M. as projected into the New Helvetia Rancho, being a portion of that certain property described in Deed to **Sukhvinder Singh, a married man as his sole and separate property**, recorded on **November 24, 2009** at document number **2004R-024719**, Yuba County Official Records, more particularly described as follows:

A strip of land for roadway and utility purposes, being the westerly **10 feet** of said property; said strip lying easterly of and coincident to that portion of land conveyed to the County of Yuba by Deed recorded May 19, 1932, in Book 16 of Official Records at page 89, being parallel with the centerline of Rupert Avenue, formerly known as Yuba Avenue, together comprising a 30 foot strip from said centerline, containing approximately 673 square feet.

TOGETHER WITH a strip of land for "Public Utility Easement" purposes having a width of **10 feet** lying easterly of and coincident with the above described 30-foot strip of land, containing approximately 673 square feet.

APN 021-282-014

Dated: April 24, 2012



Michael G. Lee, PLS 7853
County Surveyor – Yuba County



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

**RESOLUTION OF NECESSITY AUTHORIZING)
THE CONDEMNATION OF PROPERTY FOR)
THE CONSTRUCTION OF IMPROVEMENTS)
TO RUPERT AVENUE)**

RESOLUTION NO. _____

WHEREAS, Rupert Avenue, between Hammonton-Smartsville Road and Puddle Drive, is designated as a collector road and slated for improvements in the East Linda Specific Plan (adopted 1990). Collector Roads in the East Linda Specific Plan are designed to provide two travel lanes, bike lanes, curb and gutter, and pedestrian sidewalks. Rupert Avenue is one of only five roads in the Linda community that provide north/south access between North Beale Road and Erle Road and as such has a high level of importance for emergency vehicles and the community; and

WHEREAS, presently, Rupert Avenue does not meet current design standards; and

WHEREAS, the proposed improvements are a requirement of the East Linda Specific Plan so that Rupert Avenue can function as intended and specified in the ELSP's Circulation Element; and

WHEREAS, Yuba County Public Works plans to widen Rupert Avenue's existing right-of-way from 40 feet to 60 feet to accommodate the proposed road rehabilitation/improvement project consisting of widening the two existing travel lanes to meet current road width standards; the addition of bike lanes, on-street parking and curb, gutter, and sidewalks; an asphalt overlay; the installation of a storm drain system; the relocation of overhead utilities; and realigning the northern terminus of Rupert Avenue approximately 120 feet west to align with Avondale Avenue; and

WHEREAS, the County of Yuba has acquired needed property from many of the property owners to construct the above-identified improvements; and

WHEREAS, the County of Yuba requires additional property in order to complete construction of the project and has not been able to secure the additional property through negotiation with the remaining property owners; and

WHEREAS, pursuant to Government Code section 7267.2, offers were made to the herein identified property owners and those offers were declined or other barriers to the negotiations were identified; and

WHEREAS, pursuant to Government Code section 1230.020, et seq., the power of eminent domain may be exercised to acquire property that is reasonably and practicably necessary for public use; and

WHEREAS, the property to be acquired consists of the following property interests from the hereinafter described parcel:

OWNER:

Jesus Rojas

APN: 021-282-023 (5827 Rupert Ave)

TAKE: PUE Easement= 1,140 square feet

Said property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors, by a vote of two-thirds (consisting of four votes with a five member Board) of its members, finds that:

1. On April 26, 2012, notice of the County's intent to adopt the Resolution of Necessity and acquire by eminent domain the property listed in Exhibit A was sent to each person whose property is to be acquired by eminent domain and whose name and address appears as the property owner on the last equalized county assessment roll.
2. The notice specified May 22, 2012 and 9:30 a. m. and thereafter, at the Yuba County Board of Supervisors Chambers, 915 8th Street, Marysville, CA 95901, as the date and place for the hearing to be held on this matter.
3. The hearing was held at that time and place and all interested persons were given an opportunity to be heard.
4. Based on the evidence presented to it, the Board finds, determines and hereby declares the following:
 - a. The public interest and necessity requires the proposed project.
 - b. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - c. The property described herein in this Resolution is necessary for the proposed project.
 - d. The offer required by Government Code section 7267.2 has been made to the owners of record.

5. The Public Works Director or his/her designee is hereby authorized and empowered:
- a. To acquire in the County's name, by condemnation, the title, easements and rights of way described about, in and to such real property or interest therein, in accordance with the provisions for eminent domain in the California Code of Civil Procedure and the constitution of California.
 - b. To prepare and prosecute, in the County's name, such proceedings in the county's name as are necessary for such acquisition.
 - c. To deposit the proper amount of compensation based on an appraisal, and to apply to said court for an order permitting the County to take immediate possession and use said real property for said public uses and purposes.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2012 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:




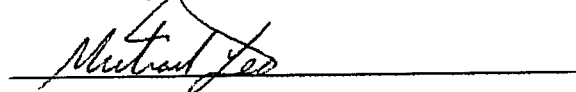
EXHIBIT "A-1"

A "Public Utility Easement", being a portion of that certain real property described in Deed to Jesus Rojas, a married man, recorded on August 3, 1998, at document number 1998R-008736, Yuba County Official Records, situate in the County of Yuba, State of California, lying within Section 30, Township 15 North, Range 4 East, M.D.B.&M., as projected into the New Helvetia Rancho, more particularly described as follows:

A portion of said Rojas property, being a strip of land having a uniform width of 10 feet, lying easterly of and coincident to the easterly line of that 30 foot strip of land conveyed to the County of Yuba by Deed recorded May 31, 1974, in Book 575 of Official Records at page 559. Containing approximately 1140 square feet.

APN: 021-282-023

Dated: April 24, 2012



Michael G. Lee, PLS 7853

County Surveyor – Yuba County



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

**RESOLUTION OF NECESSITY AUTHORIZING)
THE CONDEMNATION OF PROPERTY FOR)
THE CONSTRUCTION OF IMPROVEMENTS)
TO RUPERT AVENUE)**

RESOLUTION NO. _____

WHEREAS, Rupert Avenue, between Hammonton-Smartsville Road and Puddle Drive, is designated as a collector road and slated for improvements in the East Linda Specific Plan (adopted 1990). Collector Roads in the East Linda Specific Plan are designed to provide two travel lanes, bike lanes, curb and gutter, and pedestrian sidewalks. Rupert Avenue is one of only five roads in the Linda community that provide north/south access between North Beale Road and Erle Road and as such has a high level of importance for emergency vehicles and the community; and

WHEREAS, presently, Rupert Avenue does not meet current design standards; and

WHEREAS, the proposed improvements are a requirement of the East Linda Specific Plan so that Rupert Avenue can function as intended and specified in the ELSP's Circulation Element; and

WHEREAS, Yuba County Public Works plans to widen Rupert Avenue's existing right-of-way from 40 feet to 60 feet to accommodate the proposed road rehabilitation/improvement project consisting of widening the two existing travel lanes to meet current road width standards; the addition of bike lanes, on-street parking and curb, gutter, and sidewalks; an asphalt overlay; the installation of a storm drain system; the relocation of overhead utilities; and realigning the northern terminus of Rupert Avenue approximately 120 feet west to align with Avondale Avenue; and

WHEREAS, the County of Yuba has acquired needed property from many of the property owners to construct the above-identified improvements; and

WHEREAS, the County of Yuba requires additional property in order to complete construction of the project and has not been able to secure the additional property through negotiation with the remaining property owners; and

WHEREAS, pursuant to Government Code section 7267.2, offers were made to the herein identified property owners and those offers were declined or other barriers to the negotiations were identified; and

WHEREAS, pursuant to Government Code section 1230.020, et seq., the power of eminent domain may be exercised to acquire property that is reasonably and practicably necessary for public use; and

WHEREAS, the property to be acquired consists of the following property interests from the hereinafter described parcel:

1. OWNER:

Paul E. Lethridge & Sylvia C. Lethridge, Trustee or their Successors in Trust of The Lethridge Family Trust, dated 11/25/03

APN: 021-321-015 (5788 Rupert Ave)

TAKE: ROW Easement= 3,162 square feet

Said property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors, by a vote of two-thirds (consisting of four votes with a five member Board) of its members, finds that:

1. On April 26, 2012, notice of the County's intent to adopt the Resolution of Necessity and acquire by eminent domain the property listed in Exhibit A was sent to each person whose property is to be acquired by eminent domain and whose name and address appears as the property owner on the last equalized county assessment roll.
2. The notice specified May 22, 2012 and 9:30 a. m. and thereafter, at the Yuba County Board of Supervisors Chambers, 915 8th Street, Marysville, CA 95901, as the date and place for the hearing to be held on this matter.
3. The hearing was held at that time and place and all interested persons were given an opportunity to be heard.
4. Based on the evidence presented to it, the Board finds, determines and hereby declares the following:
 - a. The public interest and necessity requires the proposed project.
 - b. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - c. The property described herein in this Resolution is necessary for the proposed project.

- d. The offer required by Government Code section 7267.2 has been made to the owners of record.
- 5. The Public Works Director or his/her designee is hereby authorized and empowered:
 - a. To acquire in the County's name, by condemnation, the title, easements and rights of way described about, in and to such real property or interest therein, in accordance with the provisions for eminent domain in the California Code of Civil Procedure and the constitution of California.
 - b. To prepare and prosecute, in the County's name, such proceedings in the county's name as are necessary for such acquisition.
 - c. To deposit the proper amount of compensation based on an appraisal, and to apply to said court for an order permitting the County to take immediate possession and use said real property for said public uses and purposes.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2012 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:



EXHIBIT "A-1"

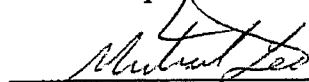
All that real property, situate in the County of Yuba, State of California, lying within Section 30, Township 15 North, Range 4 East, M. D. M. as projected into the New Helvetia Rancho, being a portion of that certain property described in Deed to Paul E. Lethridge and Sylvia C. Lethridge, Trustees or their successors in trust, of the Lethridge Family Trust dated 11-25-03, recorded on January 2, 2004 at document number 2004R-000098, Yuba County Official Records, more particularly described as follows:

A strip of land having parallel sides and a uniform width of 30 feet for roadway and utility purposes, being the easterly **30 feet** of said Lethridge property; said strip lying westerly of and coincident to the centerline of existing Rupert Avenue, being the southeasterly prolongation of the centerline of said Rupert Avenue, formerly known as Yuba Avenue, as described in deed to the County of Yuba, recorded May 19, 1932, in Book 16 of Official Records at page 89.

Containing approximately 3,162 square feet.

APN 021-321-015

Dated: April 24, 2012



Michael G. Lee, PLS 7853

County Surveyor – Yuba County





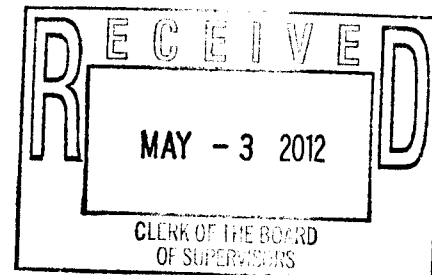
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LAW OFFICES OF LETTY LITCHFIELD

716 D Street
Marysville, CA 95901
(530) 673-4616
(916) 485-4253
FAX (530) 742-8576

MAY 3, 2012

DONNA STOTTLEMEYER
Clerk of the Board
Yuba Co. Board of Supervisors
915-8th Street, Ste. 109
Marysville, CA 95901



Re: Request to be placed on agenda for Board of Supervisors 5/15/12 meeting
on behalf of the Tsi-Akim Maidu tribe and Indigenous Peoples Day event

Dear Clerk Stottlemeyer:

As we discussed on the telephone last week, please reserve a spot on the Board of Supervisor's May 15, 2012 meeting agenda for the Tsi-Akim Maidu and I to present its requests regarding:

(1) Board approval for the Tsi-Akim Maidu tribe to hold its 14th annual Indigenous Peoples Days event at Sycamore Ranch Park, which is scheduled to take place October 5, 6, 7 & 8, 2012. As you will recall, last year was the first year the tribe held this event at Sycamore Ranch Park, with all past years being held at the tribe's Pata Panaka village site (also known as the Maidu Active Cultural Center), and the Miner's Foundry, in Nevada County. The tribe would like to continue to hold its event at Sycamore Ranch Park.

The tribe is again requesting use of Sycamore Ranch Park in its entirety for its four-day event as indigenous peoples will be here from all over the world, as well as members of the general public who come to observe and learn. This event gets larger every year.

On October 5th, as always, the tribe will hold its traditional opening ceremony and round dance at the bark house site in downtown Nevada City. However, it also requires Sycamore Ranch Park that day for event preparation and camping for its volunteers, vendors and honored indigenous guests.

On Saturday, October 6th, the tribe would again hold its Calling Back the Salmon ceremony at Sycamore, beginning with the Sunrise ceremony at the bank of the river. The tribal salmon hunters then spear a salmon down river (by permit that they obtain each year for the ceremony), and the spirit runners run the salmon up river where the salmon ceremony is held. There is a traditional salmon feast for all in attendance. There will be educational speakers and Native American drumming. This is a day of ceremony, and therefore no vendors are present.

Clerk of the Board

June 13, 11

Page 2

On October 7th, the tribe will hold a descendants' circle. Descendants from well-known chiefs and other Native Americans from many tribes across America will speak. There will also be traditional dancing, music and singing, as well as Native American vendors. In past years, indigenous peoples in attendance at the event included Hawaiians, Maori from New Zealand and Inca from Peru.

This well-established event is an asset to the County, and adds diversity and diversity education. Therefore, a waiver of any customary park fees would be appreciated.

In the event that park fees cannot be waived, the tribe can offer in lieu of fees, a labor contribution to an aspect of the park's development, such as construction of a traditional Maidu bark house similar to the one that was placed in the park temporarily last year. The new bark house could be made larger and made to include the typical dug out floor. The tribe feels that this new bark house should be placed near the native garden that the tribe planted earlier this Spring. The tribe proposes placement of the bark house just to the north of the garden where it could be used for educational purposes, including discussion of native plant habitat, Native American ways of life and language. Because the value of such a structure is unique, and the tribe would like to continue to work with Yuba County on preservation of Sycamore Ranch Park, the Yuba River and its wild salmon run into the future, the tribe proposes a bark house in exchange for use of the park for this event for the next five years, the terms to be placed in a Resolution issued by the County.

This is an ongoing opportunity for the County to show support for Native Americans in their efforts to preserve their cultures, languages and ceremonies. Native Americans can help the public understand the history of the place that is now known as Sycamore Ranch Park.

(2) Board approval, if necessary, for the Tsi-Akim Maidu tribe to use public roads for the spirit runners' path during the October 6th Calling Back the Salmon run.

(3) If no permanent bark house structure is agreed upon, Board approval for the Tsi-Akim Maidu tribe to place a temporary Maidu bark house on the Sycamore Ranch Park premises before the event, which can be removed by the tribe at a later date. The tribe would need to know on what date they can begin building the bark house, and at what location within the park.

Thank you for your courtesies. Please confirm that we have been given an agenda spot.

Sincerely,


Letty Litchfield

Cc: Chairman, Don Ryberg
Tsi-Akim Maidu

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

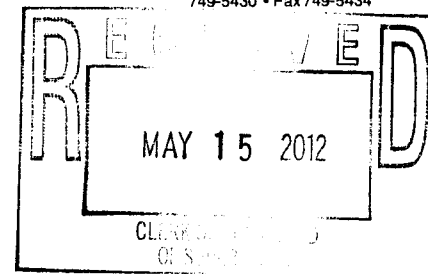
FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

May 22, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR
RYAN MCNALLY, PARKS AND LANDSCAPE COORDINATOR

SUBJ: STAFF SUPPLEMENT TO ITEM OF PUBLIC INTEREST: TSI AKIM MAIDU TRIBE INDIGENOUS PEOPLES DAY EVENT



RECOMMENDATION:

No recommendation. Information only.

DISCUSSION:

Upon reviewing the letter dated May 3, 2012 from the Law Offices of Letty Litchfield on behalf of the Tsi Akim Maidu Tribe, CDSA found it relevant to detail the potential economic impact of a fee waiver for their event at Sycamore Ranch.

As indicated, the Tsi Akim Maidu Tribe intends to host its 14th annual Indigenous Peoples Day event at Sycamore Ranch on October 5, 6, 7, and 8, 2012. This festival, although technically open to the public for spectator attendance, will effectively close the park to open public use and overnight camping for the duration. As a result, the potential economic impact can be assumed to be **\$6,960.00** as illustrated below.

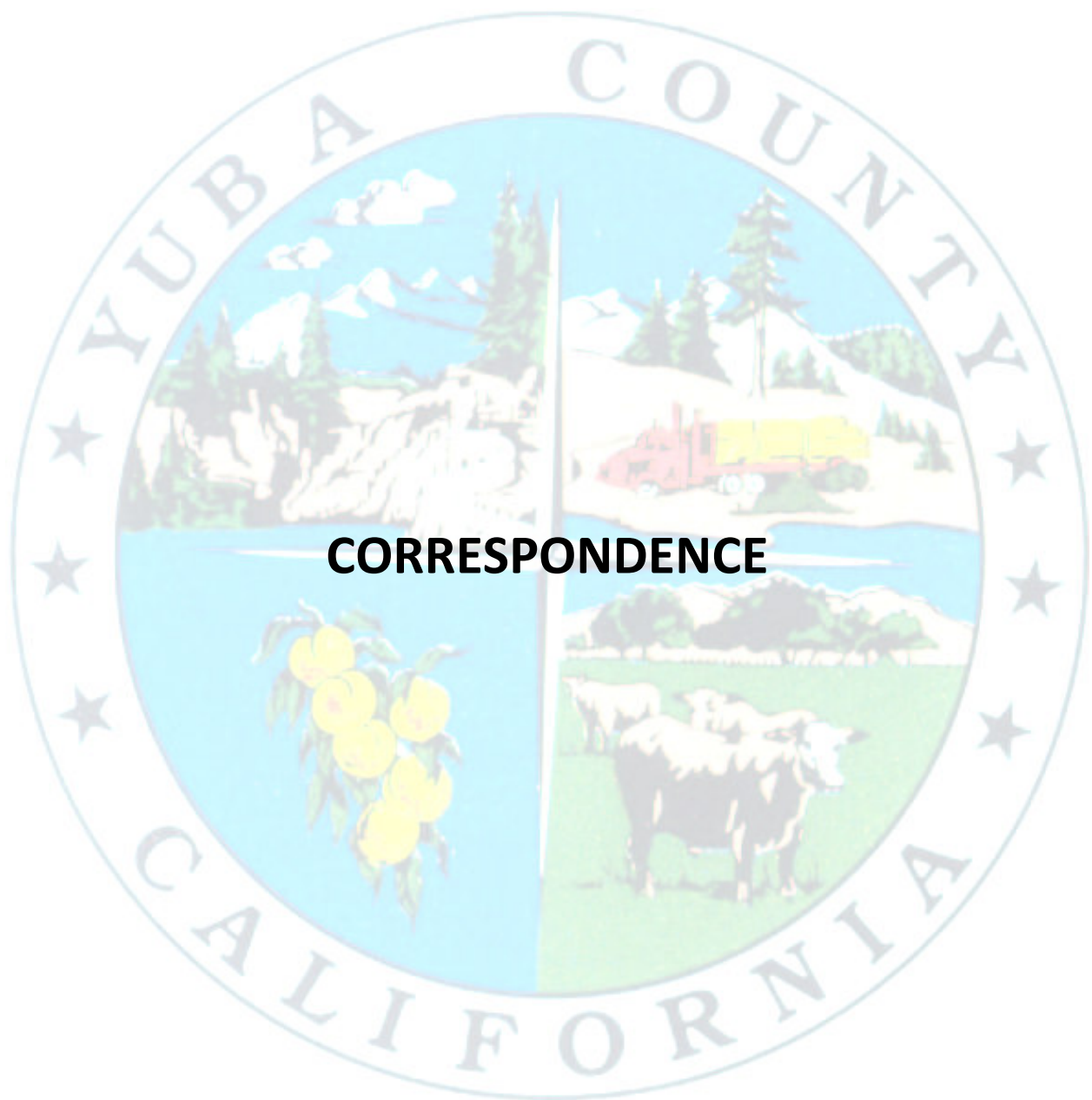
POTENTIAL CAMPSITE REVENUE

CAMPSITES		COST PER NIGHT		NIGHTS WAIVED		SUBTOTAL
57	X	\$20.00	X	4	=	\$4,560.00

MAINTENANCE AND PERMIT COSTS

POTENTIAL ELECTRICITY		RESTROOM MAINTENANCE		VENDOR PERMIT		SUBTOTAL
\$1,500.00	+	\$500.00	+	\$400.00	=	\$2,400.00

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

EDMUND G. BROWN, JR.



Governor

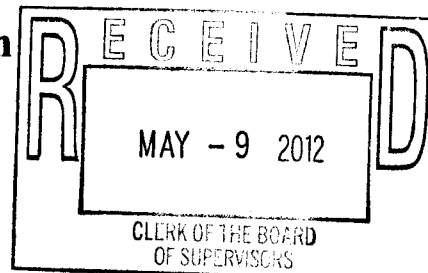
207-12

Sonke Mastrup
EXECUTIVE DIRECTOR
1416 Ninth Street, Room 1320
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

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

STATE OF CALIFORNIA

Fish and Game Commission



May 7, 2012

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of a continuation notice of proposed regulatory action relative to sections 550, 550.5, 551, 630, and 703, Title 14, California Code of Regulations, regarding Public Use of Department of Fish and Game Lands, which appeared in the California Regulatory Notice Register 2011, No. 41-Z.

During the regulatory process to add or amend the sections noted above, changes were made to the originally proposed language, which is scheduled for adoption at the Commission's June 20, 2012 meeting in Mammoth Lakes. The Department of Fish and Game eliminated the general permit requirement for group dog training, altered special use permits so that the dog trial permitting process is more streamlined and not quite as expensive as other large events, included site specific regulations that had inadvertently been left out, and renumbered where necessary. There were no revisions made to the proposed amendments to Section 552 or the repeal of Section 553 which are posted on the Commission's website at <http://www.fgc.ca.gov/regulations/2011/#550>.

Because the modified proposed regulations are different from, yet sufficiently related to, the originally proposed regulations, the Administrative Procedure Act requires that these changes be made available to you for a 15-day written comment period.

Attached for your review is the Continuation Notice with the Updated Informative Digest, the modified proposed regulatory language for sections 550, 550.5, 551, 630, and 703 (shown in double strikeout/double underline) and the attached forms incorporated by reference. You may submit written comments to the Commission office and/or attend the May 23, 2012, meeting in Monterey and June 20, 2012, meeting in Mammoth Lakes, and offer testimony.

Dr. Eric Loft, Chief, Wildlife Programs Branch, Department of Fish and Game, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations. Documents relating to the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov> or may be obtained by writing to our office at the above address. Please note the dates and locations of related discussion hearings found on pages 16 and 17 of the attached notice.

Sincerely,

Sheri Tiemann

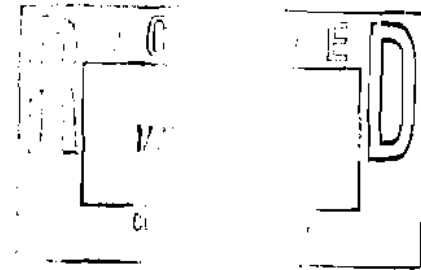
Staff Services Analyst

5-9-12: copy provided to Yuba County Fish and Game Advisory Commission/rf
Attachments

5-22-12: Correspondence A

May 7, 2012

Chairman Hal Stocker
County of Yuba, Board of Supervisors
915 8th Street Suite 109, Marysville, CA 95901



RE: Unfair Property Tax Late Penalty Assessment - New Homeowner - Larry D. Matlock

Dear Chairman Stocker,

My name is Larry Matlock, I am a new homeowner and resident of Yuba County since January 13, 2012, when I purchased my retirement home on Texas Hill Road in Oregon House. I am writing to request your assistance in settling a dispute between myself and Mr. Dan M. Mierzwa, Treasurer and Tax Collector regarding my property tax late payment penalty.

As a new homeowner, when I arrived in town mid-February I checked in with the Assessor's and Tax Collector's offices and provided my mailing address and phone number to ensure that they could contact me when the April 10, 2012 property taxes were due. I was assured by staff that I would receive the proper notification in the mail. I was satisfied with this response and waited for my mail to arrive to prompt me for payment.

Unfortunately, I never received any notification and ended up being assessed a late penalty on my taxes when I arrived at the government building April 12th, two days late. I protested and twice requested a waiver from the penalties. I was denied. I then paid the taxes and late penalty to halt any further action that could be brought against me for non-payment and to provide me with the opportunity to contact your office. I have attached the most recent correspondence between Mr. Mierzwa and myself for your review.

Apparently, there is a gap in the Assessor/Tax Collector data system in which new homeowners arriving in January fall into a 2 month backlog at the Assessor's office, so, on April 10th the Tax Collector still did not have access to knowledge that the property is now in my name. So, new homeowners are caught in a lull each year in which property records are not current, yet the tax collector collects taxes by April 10th and assesses late penalties without any notification or a late penalty waiver mechanism for new homeowners. I consider this an insult and an injustice to Yuba County's new homeowners.

I contend that the County should keep track of new homeowners caught up in paperwork backlog and provide correspondence to ensure a successful first contact and positive interaction with their County Tax Collector. All prospects for failure should be eliminated.

cc:Treasurer/Assessor/ds

BOS CORRESPONDENCE 3

I contend that this scenario that I am caught up in is a known pattern at the County, occurring annually, and potentially impacting all new homeowners. The County should avoid issuing late penalties altogether under this criteria and certainly prevent late assessment entries into the tax revenue data system which then forces tax code regulations to be implemented that do not offer criteria for a waiver of penalties pertinent to this scenario.

I contend that if the ownership of the property had been updated with my name (by the Assessor's office) in a timely manner prior to the April 10th deadline, I would have received proper notification to prompt me to pay my property taxes on time. If this is not County procedure then I would question why not. It would be completely unfair to new homeowners if managed in any other way.

In conclusion, I believe that it is unjust to be caught up in a work backlog and to be allowed to fall into a known, repetitive pattern, which leads the County to issuing unwarranted late penalty assessments to Yuba County's new homeowners. I find this intentional oversight a malicious attack on new homeowners and a debacle bordering on dishonesty. This type of activity breeds distrust and malcontent toward local government officials. I would like to see the Assessor and Tax Collector make the effort to come to a consensus on how to prevent this activity from impacting new homeowners. Perhaps they can survey neighboring counties to determine how they would manage this blatant oversight.

If you should find my position worthy of your attention, I would ask to have the late penalty fee returned to me and my name cleared on record of any wrong doing or negative statements that may affect my credit, good standing, or future business in and with the County of Yuba.

Thank You for your attention in this matter.

Respectfully,

Larry D. Matlock
Larry D. Matlock



Attachments: Letter - 2nd Waiver Request – Larry D. Matlock – April 21, 2012
Letter - 2nd Waiver Request Denial – Mr. Dan M. Mierzwa – April 26, 2012

April 21, 2012

Mr. Dan M. Mierzwa,
Treasurer & Tax Collector
County of Yuba

RE: Second Request for Waiver of Penalty; Assessment & Fee Parcel # 048-150-016-000

Dear Mr. Mierzwa,

Please allow me to apologize for my first handwritten letter for waiver of penalty. It by no means addresses the issues at hand. It was written in a hurry as it was after 5 pm and Lorraine had to stay over on her personal time for me to fill out the form. In addition, since my original handwritten waiver request, more information has been ascertained that better describes the events.

I am a new homeowner. I purchased my new home in Oregon House on January 13, 2012. When I first arrived at my new home in mid-February I drove into town and introduced myself to the staff of both the County Assessor and Tax Collector offices. My purpose was intentional and twofold; 1. Ensure that the previous owner has paid the late assessment that was due December 2011 so that there would be no actions taken against me as the new property owner, and, 2. To ensure that all parties are aware of my presence, that I am the new homeowner, that I am waiting for the April 2012 assessment, and to provide my contact information so that I can receive and pay my tax assessment on time. I was told by both offices "not to worry, your assessment will come in the mail". I believed that I had effectively communicated my concerns and felt assured that I had performed my due diligence and all would go well.

I happened to be in town on April 12th and ran across my friend Jeff Citron who also resides in Oregon House and told him I was concerned about my property tax bill and asked him if he had received his property tax invoice for April. He indicated to me that he had just paid his taxes and I had better get over to the County Government Building right away as I am probably late. So, I came over to the County immediately only to find out that my payment is late and I have been assessed a penalty. So, the very reason for my visiting the County in February was a complete loss as I did not receive any correspondence whatsoever from any County agency to prompt me, the property is still not even in my name (due to backlogged work at the Assessor's office), and I have been penalized for non-payment of an invoice I did not receive.

At this point I am dumbfounded and cannot believe that the very situation that I made every effort to ensure would not happen is exactly what happened! "Murphy's Law" at its finest! Then to top it all off, I received your letter dated April 13th (stamped April 16th out of Sacramento) informing me that my argument is not credible, and the remainder of the taxes are due immediately by the 20th. I picked up my mail this week on Saturday the 21st at the Dobbins post office. The date you provided for me to complete the transaction without further penalty was the 20th. When it rains it pours!

So, here I am, asking again for your reconsideration. I have been unemployed since Dec 2011 and I am living on a fixed income. I did not have any contingency plans in my budget for paying penalties on my property taxes and this is a financial burden to me. I am 59 years old. I have less than \$10,000 to make it to the end of the year and in 2013 my income from pensions will be less than \$12,000. At age 62 I will receive social security benefits if they still exist and should be able to survive with an income above poverty level. I believe that I am an honest taxpayer and reasonable person who has been caught up in a paperwork backlog and missed communications.

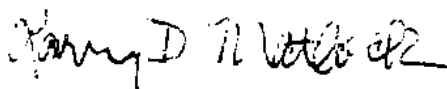
Questions:

- Are the property assessment invoices only sent out once annually for the Dec and Apr payments?
- What is your procedure for corresponding when a new homeowner arrives after the initial annual tax assessment mailing?
- Do you perform a second mailing each calendar year to inform newly acquired taxpayers of the April assessment?
- If the Assessor's office was not backlogged 2 months in processing my January 2012 property deed, and the property was in my name prior to the April tax due date, would I have received ample written notification from your office regarding tax payments due?

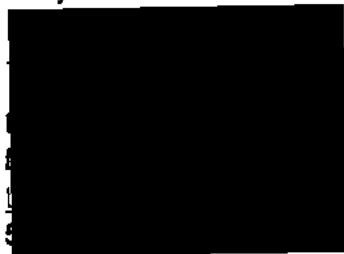
I believe as a new citizen and homeowner of Yuba County that I have every right to be treated fairly and honestly based on solid information, fair practices, and sound judgment. It is my contention that I was prepared and willing to pay my taxes on time but was not given a reasonable opportunity to do my part.

Thank You for Your Second Consideration,

Sincerely,



Larry D. Matlock



The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

DAN M. MIERZWA
TREASURER & TAX COLLECTOR



GOVERNMENT CENTER
915 8th STREET, STE. 103
MARYSVILLE, CA 95901-5273

TELEPHONE (530) 749-7840
FAX (530) 749-7844

April 26, 2012

Larry D. Matlock
PO Box 512
[REDACTED]

RE: Fee Parcel # 048-150-016-000 / Second Request for Wavier of Penalty

Dear Mr. Matlock,

As you are aware, your second request for a waiver of penalty was denied as the circumstances still did not meet the guidelines necessary to grant a waiver of penalty under the California Revenue and Taxation Code. At this time I would like to take the opportunity to address some of the questions in your most recent request for a waiver of penalty.

Are the property assessment invoices only sent out once annually for the Dec and Apr payments?

Annual tax statements are mailed out once at the end of September or in the first part of October and the statements include two payment stubs, one for each installment (December and April). However, "corrected statements" – due to value changes, ownership changes, address corrections, etc. – go out as processed. Reminder notices for unpaid installments generally go out during the first part of May.

What is your procedure for corresponding when a new homeowner arrives after the initial annual tax assessment mailing?

Secured property taxes are associated with the underlying parcel and as such stay with the property itself and are not eliminated by transfer of ownership. Because of this unique relationship it is the responsibility of the escrow officer to make you, the purchaser, aware of any outstanding or upcoming taxes due on the property during the purchase process.

Do you perform a second mailing each calendar year to inform newly acquired taxpayers of the April assessment?

There is no second mailing, however, once the transfer has been worked and completed by the Assessor's office and has been approved by the Property Tax Administrator, the Tax Collector's system is updated with the new owner information and a new homeowner statement is created, printed, and mailed.

Again, I apologize for the delay of your updated tax statement as well as any inconveniences that you've encountered during this process.

Should you have any other questions or if you would like further clarification regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Mierzwa', with a long horizontal flourish extending to the right.

Dan M. Mierzwa
Treasurer & Tax Collector

DMM/JG

RESOLUTION 2011-7

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT
EXPRESSING APPRECIATION AND GRATITUDE TO YUBA COUNTY**

WHEREAS, Yuba County purchased 100 acres of land in Plumas Lake to be purchased by Plumas Lake Elementary School District and Wheatland High School District and to be used by the Olivehurst Public Utility District;

WHEREAS, the purchased land will be used to build a future middle school, high school and community park in the center of the Plumas Lake community;

WHEREAS, the Yuba County Board of Supervisors along with the Plumas Lake Elementary School District Board and the Wheatland High School District Board showed vision and leadership to fund this purchase;

WHEREAS, the Yuba County Board of Supervisors Mary Jane Griego and Roger Abe worked closely with school board members, school district administrators, and Yuba County staff to ensure an excellent price and plan for purchase by the school districts;

WHEREAS, the Yuba County staff under the leadership of Robert Bendorf and Kevin Mallen spent many hours negotiating, developing, and implementing the many agreements that went along with this land purchase;

WHEREAS, the Plumas Lake Elementary School District Board of Trustees hereby thank and commend the hard work and perseverance of the Yuba County Board of Supervisors and staff;

NOW, THEREFORE, BE IT RESOLVED that the resolution be presented this the 8th day of March 2012 as an expression of the Plumas Lake Elementary School District Board of Trustees appreciation and gratitude. Many thanks for a job well done!

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0

DATED: March 8, 2012



Michele Perrault, Clerk to the Board



David Villanueva, President of the Board



Finance and Administration Committee



The County of Yuba

208-12



Office of the County Administrator

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

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

Date: May 22, 2012
To: Finance & Administration Committee
From: Robert Bendorf, County Administrator *RB/Jm*
By: Grace Mull, Management Analyst
Evelyn Allis, Deputy Court Executive Officer
Re: Court/County Collections Memorandum of Understanding

Recommendation

Approve Memorandum of Understanding with Yuba County Superior Court for the continuation of a comprehensive collection program for the collection of fines, fees, forfeitures, penalties, and assessments incurred by a defendant in a criminal or traffic action proceeding and authorize Chairman to sign.

Background

The collection responsibilities for the various fines and fees incurred by a defendant in a criminal or traffic action proceeding transferred from the Revenue & Recovery unit of the Probation Department to the Yuba County Superior Court Collections Division on July 1, 2010. The transfer occurred at the request of both departments as a means to eliminate redundancy and enhance collection services. Staff and programs were combined and the Revenue and Recovery unit moved under the Superior Court through a Memorandum of Understanding.

Discussion

Program Enhancements

Since the transfer was approved, several program enhancements have been implemented by the Court Collections Division (CCD). The following are the highlights:

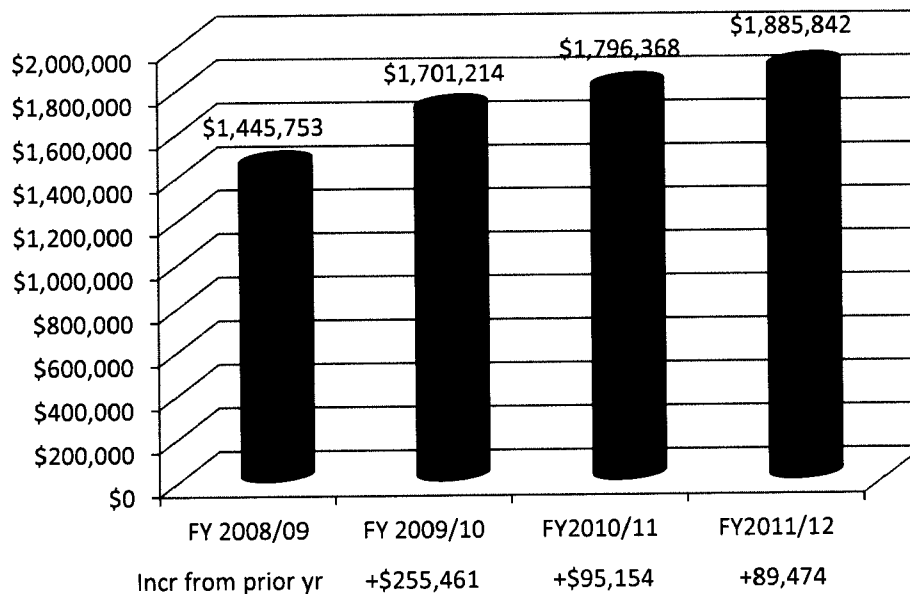
- Automation of the Franchise Tax Board intercept process which enables the CCD to attach a lien on the defendant's state income tax refund.
- Addition of an online people search program subscription to increase the ability to locate missing defendants and victims.

- Addition of a credit/debit card payment program over the last year. The CCD expects the program to be fully functional by July 1st of this year.
- Streamlined case management functions and assigned caseload equitably to collections staff.
- Collection staff actively contacts delinquent cases in an effort to collect outstanding payments.

Court Collections Division Staffing

Due to the various program enhancements that have been implemented since July 2010, staff reductions due to attrition have not been backfilled. In July 2010, CCD had a total of five (5) FTEs. Today there are three (3) FTEs that perform collections functions for the CCD.

Collections Activity



Note: Fiscal Year 2011/12 includes ten (10) months of activity through April 2012.

Total collections have increased 30.44% or \$440,089 since the collections units merged in 2010. It is important to note that the FY 2011/12 amount of \$1,885,842 only includes ten (10) months of collections. There are two more months remaining in this fiscal year which will increase this amount.

The increase in total collections is attributed to the management practices of the Court Collections Division which includes the use of modern collection methods including skip tracing, tax intercept as well as a credit/debit card program. In addition, the convenience of having a “one-stop” for the defendant to make restitution has made it easier for the defendant to make a payment in one location.

Fiscal Impact

Due to the success of the Court Collections Division, we anticipate a positive fiscal impact to all of the entities involved as a recipient in the collections program.

**MEMORANDUM OF UNDERSTANDING
FOR COLLECTION SERVICES,
COUNTY OF YUBA AND
THE SUPERIOR COURT, COUNTY OF YUBA**

This Memorandum of Understanding ("MOU") is made as of July 1, 2012 ("Effective Date") between the County of Yuba ("County"), a political subdivision of the State of California and the Superior Court of California, County of Yuba ("Court"), an entity of the California Judicial Branch organized under Article VI of the California Constitution (individually, a "Party"; collectively, the "Parties").

WHEREAS, California Penal Code Section 1463.010 requires the Court and the County to develop a cooperative plan to implement a collection program for the collection of fees, fines, forfeitures, penalties, and assessments incurred by a defendant in a criminal or traffic action or proceeding; and

WHEREAS, Court and County have developed such a collection program ("Program"), and desire to clarify their respective rights and responsibilities regarding the Program, including enhanced collection services, by entering into this MOU.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

I. COLLECTIONS PROGRAM

- A. The Court will operate the Program for the collection of all fees, fines, forfeitures, penalties, and assessments arising from criminal or traffic actions or proceedings. The Court will also implement and operate the Program as a comprehensive collection program, as that term is defined in Penal Code Section 1463.007, for the collection of all delinquent fees, fines, forfeitures, penalties, and assessments arising from criminal or traffic actions or proceedings.
- B. The Court agrees to provide collection services to the County for all matters pertaining to probation services, juvenile hall costs, county parking citations, juvenile traffic citations, indigent defense claims submitted on behalf of court-appointed conflict attorneys, reimbursement for jail medical costs, and victim restitution.
- C. The Court and the County entered into an Agreement dated July 16, 2007 with Shasta Superior Court ("Shasta") to perform collection services on certain delinquent accounts under the terms and conditions set forth in the referenced Agreement.

- D. The County will not knowingly accept full or partial payments on any accounts under the Program. If such payments are inadvertently received, the County will forward such payments to the Court when discovered.
- E. The Court will provide the County with a monthly report indicating the amount of money collected under the Program during such month, in the format used by Court to meet its reporting requirements to the Administrative Office of the Courts ("AOC"). This report will include the following: 1) the gross amount of revenue collected; 2) the amount Court has deducted as its allowable collection costs under Penal Code Section 1463.007; and 3) the net amount of revenue to be distributed by the County. This report will be provided no later than fifteen (15) calendar days after the end of each reporting month.
- F. The Court will deposit revenue collected under the Program with the County for distribution, subject to applicable deductions, according to California law and the regulations and guidelines of the AOC and State Controller's Office ("SCO"). The County will distribute such revenue according to California law and the regulations and guidelines of the AOC and SCO.
- G. Each Party will provide the other with view-only access to its case management system on request, and as necessary only for administrative purposes related to the implementation and continued operation of the Program. Each Party will bear its own costs for this access and each Party may deduct the costs of this access as permitted by Penal Code Section 1463.007.
- H. The Parties will work cooperatively to maximize revenue collections and the quality of customer service being provided. The Parties will each designate an employee to act as the contact person for each Party to facilitate the exchange of information and resolve any day-to-day issues. Additionally, the Parties will conduct management level meetings on an as-needed basis, but not less often than quarterly.
- I. The Parties will safeguard as confidential all information shared between the parties to carry out the purpose of this MOU. Except as necessary under the collection agreement with Shasta, neither Party will disclose the information shared between the Parties to a third party without the prior written consent of the other Party, with the exception of audits performed by the AOC, the SCO, or other legally authorized agency.
- J. The Parties will comply with the guidelines and standards approved from time to time by the Judicial Council of California in the operation of the Program. The Parties will develop a cooperative plan and a manual of

operational policies and procedures as necessary to implement these guidelines and standards. The Parties will cooperate as necessary to complete reports to the Judicial Council on their collections program, on the schedule and in the form required by the Judicial Council.

- K. The Parties will monitor and implement any changes or modifications to state laws and/or regulations affecting the Program and notify the other party of such change.
- L. The Court Collections Clerks employed by the Court are designated and authorized to serve as financial evaluation officers as set forth in Welfare and Institutions Code § 903.45 to determine ability to pay for dependency counsel services in juvenile dependency cases.

II. ALLOWABLE DEDUCTIONS

Each Party may deduct from the revenue collected under the Program its allowable costs as provided in Penal Code Section 1463.007. The Court may deduct its allowable costs prior to its distribution and deposit of revenue with the County. The County may deduct its allowable costs prior to its distribution of such revenue.

- A. Each Party's obligations for collection efforts under the Program remain in effect notwithstanding that Party's inability to deduct its costs related to the Program for any reason. Neither Party has any obligation to pay or reimburse the other party for any costs incurred by it in performing its obligations under this MOU.
- B. If the revenue collected under the Program during any month is insufficient to allow a Party to deduct all of its costs for that month, and subject to the regulations and guidelines promulgated by the AOC and the SCO, that Party may rollover such shortfall to the subsequent month(s) for deduction.

III. COMPENSATION/CONDITIONS

The Court shall provide collection services to the County in exchange for the following:

- A. In the 2010 MOU between the Court and the County, the County agreed to provide a space acceptable to the Court within the Yuba County Courthouse, 215 Fifth Street, Marysville, California, of sufficient size and layout for Court to house the new Court Collections Division. It was anticipated that the space would be in the area currently occupied by the Sheriff's Detective Unit, previously occupied by County Counsel, on the third floor of the Courthouse. That part of the MOU was not fulfilled during the course of the previous MOU because the Sheriff's Detective Unit has not yet vacated the Courthouse facility. When that does occur, the Court

and County will meet to determine if that space, or another more preferable space, will be made available to the Court. There shall be no charges by the County to the Court during the term of this MOU for rent/lease of space, custodial services, or utilities for the area which will be assigned to the Court to house the Court Collections Division.

- B. The County shall provide, at no cost to the Court, such remodeling as is agreed upon by Court and County to make the new space functional, to the Court's satisfaction, as a collections unit.
- C. The County shall continue to receive funds from the State Restitution Board and shall deposit the funds into account #359-0000-101-01-00. Said funds represent the 10% rebate per Government Code Section 13963(f) which the Court's may use to support and enhance its collection efforts.

IV. TERM/TERMINATION

- A. Term. The term of this MOU will continue from year to year and remain in full force and effect unless or until terminated by either Party in accordance with Section B below.
- B. Termination. Either Party may terminate this MOU by giving notice to the other Party on or before April first, with such termination to be effective on June 30 fifteen (15) months later; provided, however, such termination will not be effective, and this MOU will remain in full force and effect, unless and until the Parties execute a new memorandum of understanding or other document setting forth their agreement on the operation of a subsequent collections program as required by Penal Code Section 1463.010.

V. DISPUTE RESOLUTION

If, after thirty (30) calendar days of negotiations, the Court and the County cannot resolve a dispute regarding the interpretation or performance of this MOU or cannot agree on a new collections program, either Party may request a meeting between the Court Executive Officer and the County Administrative Officer for the purpose of resolving the dispute. If such meeting is requested, the meeting will be held within ten (10) days of the receipt of such request. If the meeting fails to occur or fails to resolve the dispute, the dispute will be submitted for non-binding mediation. If the mediation fails to resolve the dispute, either Party may request binding arbitration by a third party mutually agreed upon by the Administrative Director of the Courts and the California State Association of Counties. Until the dispute is resolved, the Parties will continue to operate the Program as set forth in this MOU and perform and observe their respective responsibilities and rights hereunder.

VI. COMPLIANCE WITH AUDITS; RECORDS RETENTION REQUIREMENTS

- A. The Parties will receive, reply to, and/or comply with any audit by an appropriate state audit agency that directly relates to this MOU or to funds to be handled or disbursed hereunder. The Parties will each maintain an accounting system and supporting fiscal records to comply with state audit requirements related to this MOU. County will implement and follow the requirements set forth in the Information Practices Act of 1977 (California Civil Code section 1798 et seq.) with respect to all personal and confidential information accessed through the Court's computer systems.
- B. The Parties will maintain and preserve all records and documentation related to this MOU, including records related to billings and other financial records, in an accessible location and condition for a period of not less than five years after an account has been completely paid or until after an audit involving an account has been resolved, whichever is later. Each Party will adequately protect all records against fire or other damage.

VII. GENERAL PROVISIONS

- A. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties to this MOU.
- B. **Amendment.** No addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment, which is formally approved and executed by the governing bodies of each of the Parties, or their respective authorized designees.
- C. **Further Assurances.** Each Party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU.
- D. **Waiver.** Any waiver by either Party of the terms of this MOU must be in writing and executed by an authorized representative of the waiving party and will not be construed as a waiver of any succeeding breach of the same or other term of this MOU.
- E. **Severability.** The provisions of this MOU are separate and severable. If any provision of this MOU shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Any such provision will be enforced to the

maximum extent possible so as to effect the reasonable intent of the Parties and will be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

- F. **Independent Contractor.** Each Party will be, and is, an independent contractor, and is not an employee or agent of the other Party, and neither Party nor any person engaged by a Party to perform the services described herein is covered by any employee benefit plans provided to the employee of the other Party. Each Party is liable for the acts and omissions of itself, its employees, its subcontractors and its agents. Nothing in this MOU will be construed as creating an employment or agency relationship between the Parties. Each Party will determine the method, details and means of performing its obligations under this MOU, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting the respective Party. Each Party will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.
- G. **Risk Allocation.** It is the intention of both parties that neither will be responsible for the negligent and/or intentional acts and/or omissions of the other, or its judges, subordinate judicial officers, directors, officers, agents and employees. The Parties therefore disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code 895.6. Instead, pursuant to Government Code section 895.4, the Parties agree to use principles of comparative fault when apportioning any and all losses that may arise out of the performance of this MOU.
- H. **Counterparts.** This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.
- I. **Notices.** Any notices required to be given pursuant to the terms and provisions of the MOU shall be in writing and shall be delivered to:

County: County Administrative Officer
915 Eighth Street, Suite 115
Marysville, CA 95901

Court: Presiding Judge
Yuba Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901
and

Court Executive Officer
Yuba Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

IN WITNESS WHEREOF, the Parties have executed this MOU on the day and year set forth below.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF YUBA**

Date: _____

By: _____
H. STEPHEN KONISHI
Court Executive Officer

COUNTY OF YUBA

Date: _____

By: _____
HAL STOCKER
Chairman, Board of Supervisors

ATTESTED:
Clerk of the Board of Supervisors,
County of Yuba

Date: _____

By: _____
County Clerk

APPROVED AS TO FORM:
County Counsel

Date: _____

By: *Rah Gammone*
County Counsel

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Human Services Committee



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



209-12

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

Phone: (530) 749-6366

TO: Human Services Committee
Yuba County Board of Supervisors

FROM: *Suzanne Nobles*
Suzanne Nobles, Director
Health and Human Services Department

DATE: May 22, 2012

SUBJECT: Resolution of the Board Authorizing amendments and changes to the generic Agreement for Professional Services for the Transitional Housing Placement Program (THP-Plus) that was attached and incorporated by Reference in Resolution No. 2010-23 and Subsequently Amended in Resolution No. 2011-79.

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board authorizing amendments and changes to the generic Agreement for Professional Services for the Transitional Housing Placement Program (THP-Plus).

BACKGROUND: On June 2, 2009, the Board of Supervisors approved Yuba County's plan for its THP-Plus Program, which provides contracted services to assist young adults, aged 18-24 years of age, who were former foster youths, in locating affordable housing and providing them with supportive services in preparation for their future.

DISCUSSION: Approval of this Resolution will allow the amendments and changes to the generic Agreement for Professional Services for the Transitional Housing Placement Program (THP-Plus). The agreement was changed to accommodate minor editing and the addition of a new attachment regarding Confidentiality Provisions and Statements.

FISCAL IMPACT: Approval of this Resolution will not impact County general funds as the THP-Plus Program is funded entirely by Local Revenue 2011 funding.

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

**RESOLUTION AUTHORIZING
AMENDMENTS AND CHANGES TO
THE AGREEMENT FOR PROFESSIONAL
SERVICES FOR THE TRANSITIONAL
HOUSING PLACEMENT PLUS
PROGRAM (THP-PLUS) THAT WAS
ADOPTED BY REFERENCE IN
IN RESOLUTION NO. 2010-23
AND SUBSEQUENTLY AMENDED
IN RESOLUTION NO. 2011-79**

RESOLUTION NO. _____

WHEREAS, on March 9, 2010, the Yuba County Board of Supervisors passed and adopted Resolution No. 2010-23, authorizing the Yuba County Health and Human Services Department to implement a transitional housing program and further authorized the chairman to accept funds and authorize the execution of agreements with agencies approved to receive funds commencing in the state fiscal year 2009/2010 and authorize the Director of the Yuba County Health and Human Services Department to execute, on behalf of the County of Yuba, agreements in the form incorporated therein by reference; and

WHEREAS, on September 13, 2011, the Yuba County Board of Supervisors passed and adopted Resolution No. 2011-79, authorizing amendments and changes to the Agreement for Professional Services that was adopted in Resolution No. 2010-23; and

WHEREAS, since the adoption of Resolution No. 2011-79, the Yuba County Health and Human Services Department found it necessary to make additional

amendments and changes to the Agreement for Professional Services that was adopted in Resolution No. 2010-23 and subsequently amended in Resolution No. 2011-79 which include eliminating language in Attachment B and the addition of a new Attachment F regarding Confidentiality Provisions and Statements.

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors authorizes the amendments and changes that were made to the generic Agreement for Professional Services that was attached and incorporated by reference in Resolution No. 2010-23 and subsequently amended in Resolution No. 2011-79.

PASSED AND ADOPTED this _____ day of _____, 2012, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

YUBA COUNTY BOARD OF SUPERVISORS

Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

By *Pat Gramore*
YUBA COUNTY COUNSEL

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and _____ ("CONTRACTOR") for the provision of services under the Transitional Housing Placement Plus Program ("THP-Plus"); a transitional housing placement program for eligible former Child Welfare Services or Probation foster youth, aged 18 – 24, with the aim of providing a safe living environment while helping youth to achieve self-sufficiency.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A." CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-7 through A-9.

2. TERM.

Commencement Date:

Termination Date:

The term of this Agreement shall become effective on (DATE), and shall continue in full force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following the expiration or termination of this Agreement, and CONTRACTOR waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-9.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C."

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

(Name of Position, not person), is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Insurance Provisions
Attachment F - Confidentiality Provisions and Statements
Attachment G - Participant Agreement
Attachment H - Individual Participant Fee Schedule and Cost
Justification
Attachment I - Invoice Format

9. **TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 201__.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"

_____, Director
Yuba County Health and Human
Services Department

(Name)
(Title)

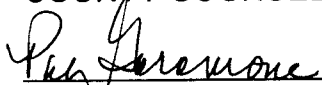
Tax I.D. No. _____

Authorized pursuant to Board
Resolution No. _____

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil P. Morris-Jones
County Counsel

ATTACHMENT A

SERVICES

A.1 PROGRAM OVERVIEW.

THP-Plus is a transitional housing placement opportunity for former foster youth, aged 18-24. The goal of the program is to provide a safe living environment while helping participants achieve self-sufficiency so that they can improve life skills prior to leaving the foster care support system. Participants may live alone, with roommates in apartments, or in single-family dwellings, with regular support provided by CONTRACTOR staff and YCHHSD Social Worker and Independent Living Program (ILP) Coordinator staff. Support services include regular visits to participants' residences, educational guidance, employment counseling, instruction and monitoring of budgeting and household expenses, and assistance reaching emancipation goals as outlined in the participants' Transitional Independent Living Plan (TILP).

A.2 TARGET POPULATION.

The target population for the COUNTY's THP-Plus program is those young adults who have emancipated from foster care, group home care, or probation and who desire continued support in order to be successful adults. To be considered for admission, an applicant must be:

- a. Emancipated from foster/probation care after having been in foster care placement between the ages of 16 to 18 and having participated in the Independent Living Program during that time;
- b. At least 18 years of age, but not yet 24 years of age;
- c. Actively pursuing school, vocational training, or COUNTY approved goals;
- d. Actively pursuing the goals of a Transitional Independent Living Plan (TILP) approved by YCHHSD's Independent Living Program;
- e. Willing to maintain a substance-free lifestyle;
- f. Has not previously participated in a THP-Plus program for a cumulative total of 24 months;
- g. Willing to enter into and abide by a contract with the CONTRACTOR that details the rights and responsibilities of each party, as specified in Attachment G – Participant Agreement; and the county of the applicant's last dependency has an approved THP-Plus plan.

A.3 PARTICIPANT APPLICATION AND SELECTION.

A.3.1 Referrals to THP-Plus shall be made by self-referral by the potential participant or initiated by YCHHSD's ILP Coordinator or Social Worker staff, COUNTY's Probation Department staff, foster care agencies or providers, or other community-based organizations.

A.3.2 All referrals to THP-Plus shall be submitted to YCHHSD's ILP Coordinator, who will take the following actions for each potential participant:

- a. Determine the applicant's eligibility to participate in THP – Plus.
- b. If eligible, consult with the applicant to identify their current strengths and needs as they relate to their TILP.
- c. Refer eligible applicants to the CONTRACTOR.
- d. Assist applicants in completing the application process required by CONTRACTOR.

A.3.3 Upon receiving the referral, CONTRACTOR shall take the following actions for each applicant:

- a. Review the applicant's letter of interest, application, applicant's TILP, and references, if appropriate.
- b. With a THP-Plus Program Team consisting of CONTRACTOR staff and one or more members of YCHHSD's Social Worker or COUNTY's Probation Department staff, complete one or more interviews with applicant to discuss the applicant's goals and how the THP-Plus program may assist the applicant in meeting those goals.
- c. Consult with the THP-Plus Program Team and review the applicant's strengths and needs identified in the applicant's TILP.
- d. Decide to accept or reject the application. If an application is rejected, CONTRACTOR shall notify the applicant of the rejection in writing, stating specific details that support the CONTRACTOR's decision, with a courtesy copy to YCHHSD's ILP Coordinator.

A.4 HOUSING MODEL.

Both COUNTY and CONTRACTOR recognize that high quality, consistent supportive services targeted to meet the needs of the individual participant are essential to a successful THP-Plus program. Both permanent and transitional housing units may be used by CONTRACTOR, depending on the individual participant's needs and abilities. The overall goal shall be to secure housing that becomes a permanent living situation for the participant; therefore, CONTRACTOR shall strive to enable progress towards a more permanent arrangement.

The THP-Plus program supportive services provided by the CONTRACTOR may utilize any one of the following housing models, depending upon the needs and skills of the individual participant:

- a. Single Site Transitional Model – Participants live in housing at a single location owned or leased by the CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. In this model the participant moves out of the rental unit at the conclusion of their participation in the THP-Plus program.
- b. Scattered-Site Transitional Model – Participants live in housing located in multiple locations in the community that are owned or leased by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months and the participant moves out of the rental unit at the conclusion of their participation in the THP-Plus program.
- c. Scattered Site Permanent Model – Participants live in housing located in multiple locations within the community that are owned or leased by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. The participant may continue to live in the rental at the conclusion of the participation in their THP-Plus program.
- d. Host Family Model – Participants live in a family setting with a relative, current or former foster family, or other consistent-caring adult who has been screened and approved by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. Whether the participant moves out of the host family setting at the conclusion of the participation in the THP-Plus program is determined on an individual basis.

In the host family model, the housing unit will be owned or leased by the host family. For the other housing models, the housing units will be owned or leased by CONTRACTOR. If leased, CONTRACTOR will sublease the housing unit to the participants. In all models, CONTRACTOR is expected to:

- a. Locate and utilize suitable and safe housing in areas near public transportation lines and with adequate educational, vocational, and employment opportunities.
- b. Utilize apartments, single-family dwellings, or condominiums that are transitional homes where participants may continue to live following their completion of THP-Plus, while preparing to live independently in safe housing they can afford; and
- c. Afford participants the opportunity to keep their household furnishings following their conclusion of their participation in THP-Plus.

A.5 CONTRACTOR'S SPECIFIC SCOPE OF SERVICES AND DUTIES.

A.5.1 SUPPORTIVE SERVICES.

Due to the individualized needs of each participant, CONTRACTOR shall develop a customized approach for each participant. In developing supportive services, it is important to remember that these supportive services are for participants who are legally adults, but who still require youth-focused services. CONTRACTOR agrees to provide each participant with the nurture, treatment, and training suited to his/her needs. In providing supportive services, CONTRACTOR shall:

- a. Coordinate with YCHHSD's ILP Coordinator to assist in creating a seamless transition from the minor's TILP to the participant's THP-Plus TILP and utilize the YCHHSD's ILP Coordinator and Social Worker staff, as well as other community and public partners as appropriate, to support the participant's THP-Plus TILP.
- b. Assist each participant in identifying their needs and developing their THP-PLUS TILP, which shall include goals for the participant's education and employment, in addition to involvement with the participant's biological family, as well as other friends, associates, and adults. Submit an initial THP-Plus TILP to COUNTY within sixty (60) days from the date of placement, which will include information provided by COUNTY's Independent Living Program. On a regular basis, but at least annually thereafter, review each participant's THP-Plus TILP with each participant and, as needed, review each participant's THP-Plus TILP with the THP-Plus Program Team and update the THP-Plus TILP to clarify participants' goals.

- c. Provide Social Worker staff whose duties will include:
- 1) Case management of THP-Plus participants;
 - 2) Coordination and networking between interested parties relating to the YCHHSD's Independent Living Program; and
 - 3) 24-hour crisis intervention and support
- d. Provide each participant with a 24-hour emergency telephone number.
- e. If appropriate, assist participants in obtaining individual or group therapy, either directly or through a referral to community resources, and ensure that participants get to all medical appointments.
- f. As part of the THP-Plus Program Team, assist participants in finding and establishing appropriate medical care.
- g. If appropriate, provide educational advocacy and support, including linkages to Yuba College Foster Youth services, with the goal of the participant obtaining a high school diploma, GED, or High School Proficiency prior to completion of the THP-Plus program. CONTRACTOR understands that participants without a high school diploma are required to be enrolled in and attend a program leading to a high school diploma, high school equivalency, or a GED.
- h. Encourage and assist participants in seeking college or other post-high school training to better prepare for their future, including assisting participants in applying for college or trade school admission and applying for any scholarship or grants for which they may be eligible, as well as connecting participants with community resources designed to provide and ensure student support. CONTRACTOR understands that participants with a high school diploma are required to be enrolled in and attend job readiness training, vocational education, or college classes. CONTRACTOR further understands that participants on a vocational or work related track will attend formal, on-the-job or skill-building trainings that increase the participants' opportunities for success.
- i. Provide job readiness training and support, including linkages to Workforce Investment Act (WIA) partners, One-Stop Centers, California Youth Connection (CYC), AmeriCorps Mentor Program, Yuba College, and other appropriate employment resources.

- j. Ensure that participants attending school less than full-time meet their requirement to work a minimum of 20 hours per week. CONTRACTOR further understands that participants who are enrolled and attending at least 12 units at a college or vocational training program may have their minimum required work hours adjusted through consultation with the THP-Plus Program Team.
- k. Provide services that build and support relationships with a trusted adult, family, and the community that will continue to be a resource for the participant in the future.
- l. Conduct regular reviews at six-month intervals or more frequently as appropriate, regarding the participant's progress and submit ongoing written outcome evaluations of the participant's progress on a quarterly basis to COUNTY.
- m. Ensure that each participant deposits a set amount of their income from employment into an interest-bearing savings account each month, as specified by the participant's individual budget developed between the participant and the THP-Plus Program Team. It is understood by both parties that the savings account shall be a joint account and that CONTRACTOR, or its designee, shall be listed as one of the account holders. CONTRACTOR will ensure that withdrawal limits are established for each participant to take care of their essential expenses and that larger item purchases shall be made by a joint decision between the participant and CONTRACTOR. CONTRACTOR further agrees to consult frequently with participants about budgeting and planning for their needs.
- n. CONTRACTOR shall provide to the participant for deposit any funds retained on behalf of a participant into an interest-bearing savings account in a bank of savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. Both parties understand and agree that the principal and interest shall be distributed by CONTRACTOR to the participant when he/she leaves the program or earlier, if permitted by THP-Plus guidelines.
- o. Act as a public benefits advocate and assist participants in applying for any public benefits they may be entitled to, such as General Assistance (GA), CalFresh, Supplemental Security Income (SSI), Medi-Cal, etc.

- p. Provide special considerations and assistance for pregnant or parenting participants, which may include, but is not limited to: assistance securing child care, domestic violence services, parenting education and support, maternity provisions, and specialized services for children, such as assistance with immunizations, well child visits, and school enrollment.
- q. Assist the participant in finding affordable permanent housing during the participant's last six months in the program, if the participant is not already in permanent housing at that time. It is understood by both parties that affordable housing is housing that costs no more than 30 percent of the participant's monthly gross income.
- r. Provide adult mentors who will follow participants for a minimum of two (2) years following their completion of the THP-Plus program and ensure the provision of aftercare services, which shall include support groups and referrals to community resources, such as individual and group therapy, individual and group instruction, and life skills programs. Both parties understand and agree that these adult mentors may be, but are not limited to, volunteers from the community who commit to ensuring the continued success of the participant.
- s. Continue to conduct outcome evaluations of the participant every six months for two (2) years following the participant's completion of the THP-Plus program and provide reports on these outcome evaluations to COUNTY on a quarterly basis. It is understood by both parties that the participant will earn an incentive to be provided by CONTRACTOR upon the completion of these follow-up evaluations.
- t. Give COUNTY prior notice of at least seven (7) days of intent to discharge the participant unless it is agreed upon with COUNTY that less notice is necessary.

A.5.2 In providing services under THP-Plus, CONTRACTOR agrees to develop and, upon approval of COUNTY, enter into and abide by a contract with each participant, as specified in ATTACHMENT G – Participant Agreement. CONTRACTOR shall provide to COUNTY a copy of each Participant Agreement it enters into with COUNTY's participants.

A.5.3 ADDITIONAL DUTIES OF CONTRACTOR.

CONTRACTOR further agrees to:

- a. Follow admission requirements related to medical screening, physical examination, medical testing, and immunization.
- b. Develop an understanding of the responsibilities, objectives, and requirements of COUNTY as regards the participant and work collaboratively in planning for the participant.
- c. Maintain communication and coordination with YCHHSD's Children's Services Program Manager, or his/her designee, as regards services to be provided by CONTRACTOR.
- d. Work toward moving the participant towards self-sufficiency and permanent housing as the participant progresses through the THP-Plus program.
- e. Conform to all legal requirements of the THP-Plus program.
- f. Comply with the regulations promulgated pursuant to the THP-Plus program and, if said regulations are amended or revised, comply with such amendment or revision.
- g. Comply with the findings and recommendations of any audits and/or State reviews.
- h. Cooperate as requested with COUNTY for the purposes of providing statistical information regarding client-based data collection and outcomes relating to the services rendered under this Agreement.
- i. Submit at least one press release to media outlets (local newspaper, radio, newsletter, etc.) describing the THP-Plus program success, including a description of CONTRACTOR's partnership with COUNTY for this program.
- j. Provide certification that Civil Rights/Non-Discrimination training has been provided to all CONTRACTOR staff within 60 days of contract initiation.
- k. Provide regular on-the-job trainings to CONSULTANT's THP-Plus Program Team members, so that they may better assist the THP-Plus participants. Such trainings will include, but are not limited to:

- 1) Principles of nutrition, food preparation and storage, and menu planning.
- 2) Housekeeping and sanitation principles.
- 3) Provision of client care and supervision, including communication.
- 4) Availability of community services and resources.

A.5.4. CONTRACTOR's CERTIFICATION REQUIREMENTS.

CONTRACTOR understands and agrees that CONTRACTOR must be in compliance with the requirements of the THP-Plus program regulations as set out in Welfare and Institutions Code Section 16522.1 ss. (h) (1) – (21). Provided below are the 36 requirements for reference:

- a. The THP-Plus program will only serve eligible youth. (Section 16522.1 (a) (1))
- b. The THP-Plus program will not discriminate on the basis of race, gender, sexual orientation, or disability (pursuant to Welfare and Institutions Code Section 16522.1 (a) (1)) and youths who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medication shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.
- c. The CONTRACTOR's THP-Plus program plan includes a description of the THP-Plus application process and selection criteria for participation.
- d. The CONTRACTOR's THP-Plus program plan includes a description of the program and how it will ensure that participants live independently and accomplish the goals described in the participants' Supportive Transitional Emancipation Program (STEP)/THP-Plus TILP.
- e. The CONTRACTOR will, with the assistance of a COUNTY designee, assist each participant in the completion of their goals and activities described in their STEP/THP-Plus TILP.
- f. The STEP/THP-Plus TILP is updated for each participant at least annually by the tenant, COUNTY, and other appropriate individuals, as needed to reflect necessary changes.
- g. Participants in the THP-Plus program have the right to be free from arbitrary or capricious rules, the right to understand all rules in writing and in appropriate languages and formats, the right to appeal any loss of benefits or services before they are suspended

(unless imminent physical harm to someone would result), and the right to a grievance procedure.

- h. The participants' right to confidentiality is respected. This right applies to dissemination, storage, retrieval, and acquisition of identifiable information. The CONTRACTOR will not release information about a participant's receipt of services without a written release from the participant.
- i. The participant's right to privacy is respected. Information will be requested of participants only when the information is specifically necessary for the provision of services. Participants in the THP-Plus program will not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.
- j. Participants in the THP-Plus program will be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency.
- k. Participants in the THP-Plus program are given a choice regarding what services to access and the location of the services (on-site or off-site), as long as the goals of the STEP/THP-Plus TILP are being met.
- l. The CONTRACTOR will comply with California landlord/tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.)
- m. The CONTRACTOR's functions of property management and of service provider shall not be blended. The THP-Plus program plan shall clearly define the roles and responsibilities of each part of the CONTRACTOR's organization.
- n. Criminal record clearances shall be required for all CONTRACTOR employees.
- o. Strict employment criteria will be used by CONTRACTOR regarding any employee's age, drug/alcohol history, experience in working with the population, criminal background, etc. (Section 16522.1(2) (b))
- p. CONTRACTOR shall provide employees training and ensure that all employees are trained and capable of working with former foster youth.

- q. The CONTRACTOR's THP-Plus program shall be clearly distinguishable from those that should be licensed as an Adult Residential Care Facility under Health and Safety Code Section 1502(a) (1) or 1503.5(a).
- r. CONTRACTOR will comply with all applicable Federal, State, and local housing laws and with fire clearance requirements.
- s. Applicable provisions of the Welfare and Institutions Code Section 16522.1 regarding THP-Plus requirements are incorporated into the THP-Plus program plan. There requirements include, but are not limited to, the following:
- 1) Education requirements (Section 16522.1(h) (1))
 - 2) Work requirements (Section 16522.1(h) (2), Section 16522.1(k))
 - 3) Savings requirements (Section 16522.1(h) (3))
 - 4) Personal safety (Section 16522.1(h) (4))
 - 5) Visitors (Section 16522.1(h) (5))
 - 6) Emergencies (Section 16522.1(h) (6))
 - 7) Medical Requirements (Section 16522.1(h) (7))
 - 8) Disciplinary measures (Section 16522.1(h) (8))
 - 9) Child care (Section 16522.1 (h) (9))
 - 10) Pregnancy (Section 16522.1 (h) (10))
 - 11) Curfew (Section 16522.1 (h) (11))
 - 12) Household cleanliness (Section 16522.1(h) (12))
 - 13) Use and system for payment of utilities, telephone, and rent (Section 16522.1 (g))
 - 14) Budgeting (Section 16522.1 (h) (14))
 - 15) Care and disposition of furnishings 9Section 16522.1 (h) (15))
 - 16) Decorating of apartments (Section 16522.1(h) (16))
 - 17) Cars (Section 16522.1(h) (17))
 - 18) Lending or borrowing money (Section 16522.1(h) (19))
 - 19) Dating (Section 16522.1(h) (20))
 - 20) Ground rules for termination. Examples include: harboring runaways, illegal activities, injury to others, causing community disruption or engaging in nuisance behavior (Section 16522.1(h)(21))
- t. The housing provided to participants has reasonable access to schools, employment-appropriate supportive services, shopping, and medical care.

- u. No more than two participants in the THP-Plus program share a bedroom.
- v. When funds are retained by the CONTRACTOR on behalf of the participant, CONTRACTOR shall ensure that these funds are deposited in an interest-bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the THP-Plus program, or earlier if permitted by the THP-Plus program guidelines.

A.6 COUNTY's DUTIES AND RESPONSIBILITIES.

The scope of COUNTY's duties and responsible include the following:

- a. To meet the goals of the participant's TILP, coordination between YCHHSD's Independent Living Program and CONTRACTOR's services offered to the participant will be monitored by the YCHHSD's ILP Coordinator to create a seamless transition for the THP-Plus participant.
- b. To assist in 24-hour crisis intervention and support provided by CONTRACTOR, YCHHSD will provide:
 - 1) Access to an On-Call professional;
 - 2) Resource referral to Sutter-Yuba Mental Health Services;
and
 - 3) 24-hour access to a Mental Health Professional.
- c. YCHHSD will use the regular reports on individual participants' progress and outcomes provided by CONTRACTOR to evaluate the effectiveness of its THP-Plus program, using an evaluation framework provided by the California Department of Social Services which will include the following outcomes:
 - 1) Educational attainment
 - 2) Career and employment development
 - 3) Vocational training'
 - 4) Job placement and retention
 - 5) Daily living skills
 - 6) Substance abuse prevention
 - 7) Preventive health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention)
 - 8) Housing and household management

- 9) Consumer and resource use
- 10) Interpersonal/social and self-development skills
- 11) Survival skills
- 12) Computer/Internet skills.

A.7. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.8. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.9. FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR an amount not to exceed _____ (Written) (\$) during the term of this Agreement. The maximum amount of payment is based upon the total cost of placements using a rate of up to \$2,748.00 per month per individual placement, as agreed upon by both parties using the following procedure:

- a. Prior to placement, CONTRACTOR shall determine the THP-Plus Program services to be provided to each participant and submit a completed Individual Participant Fee Schedule and Cost Justification (Attachment H) for each participant to COUNTY for review and approval.
- b. COUNTY shall review each submitted Individual Participant Fee Schedule and Cost Justification and either:
 - 1) Indicate approval by the authorized representative signing and dating the document and returning a copy of the approved form to CONTRACTOR or,
 - 2) Indicate denial by the authorized representative stating the reason for such denial and signing, dating, and returning a copy of the denied form to CONTRACTOR.

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed _____ (Written) (\$) without a formal written amendment to this Agreement approved by both parties.

B.2 FISCAL PROVISIONS.

B.2.1 For the months of _____ through _____, CONTRACTOR shall submit monthly detailed invoices for payment of services rendered in the format specified in Attachment I - Invoice Format. Invoices shall be submitted after completion of services or no later than the tenth (10th) day of the month following provision of services. COUNTY shall issue payment in accordance with the terms of this Agreement no later than 30 days after the receipt of a complete and accurate invoice.

B.2.1.1 Any participant who received services under the THP-Plus Program for less than the entire month, CONTRACTOR shall determine the amount to be invoiced by prorating the monthly

rate for that participant by the number of days in which services were provided for in that month.

B.2.2 For the month of June, 201____, CONTRACTOR shall submit a monthly detailed invoice in accordance with the format specified in Attachment I – Invoice Format, based upon the estimated costs of services to be rendered in June, 201__ no later than June 10th. CONTRACTOR shall submit a final detailed invoice based on actual costs of services rendered for June, 201_ no later than the tenth (10th) day of the month following the provision of services. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, not be enforceable if all or part of the federal or state funds secured by COUNTY for the purpose of this Agreement are not made available to COUNTY.

C.2 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR 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 Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.3 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.4 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.13 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.7 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.8 CONFIDENTIALITY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.9 RECORDKEEPING. CONTRACTOR shall maintain fiscal controls using generally accepted practices and shall establish such fiscal controls and funding accounting procedures as required by THP – Plus, the State of California, and COUNTY regulations to assure the proper disbursement or, and account for, funds paid to CONTRACTOR under this AGREEMENT and the THP-Plus program.

C.10 GENERAL ASSURANCE. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of the expenditure of public funds under this Agreement and to avoid any favoritism, questionable, or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial, or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

C.11 AUDIT. The following audit requirements shall apply from the effective date of this Agreement until six (6) years after COUNTY's final payment under this Agreement:

- a. CONTRACTOR shall allow COUNTY's authorized representatives to inspect, audit, and copy records as needed to evaluate and verify any invoices, payments, and claims that CONTRACTOR submits to COUNTY or that any payee of CONTRACTOR that submits to CONTRACTOR in connection with this Agreement. "Record" includes but is not limited to correspondence, accounting records, subcontractor files, change order files, and other supporting evidence relevant to the invoice, payment, or claim.

- b. The Federal Government, COUNTY, State of California or its designee shall have the right to observe, monitor, and/or evaluate all conditions and activities of CONTRACTOR and to investigate, examine, and audit all records, books, papers, or documents related to the conduct of programs funded by this Agreement.
- c. CONTRACTOR shall maintain such program and fiscal records and make such program statistical and fiscal reports as required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding the timely completion and submission of the required reports.
- d. CONTRACTOR agrees to retain all records pertinent to all grants and agreements under THP – Plus, including financial, statistical, property, and participant records and supporting documentation. CONTRACTOR will receive written approval from COUNTY prior to the destruction of any records.

C.12 PROPERTY. Property procured with THP-Plus funds will be used for the purposes of the THP-Plus program. CONTRACTOR will adhere to procedures and recording requirements as may be published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property, including an annual physical inventory.

C.13 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.epls.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards

observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by

CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available

hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a

range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

(Name)
Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

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

If to "CONTRACTOR":

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

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

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with coverage form subject to COUNTY approval.

E.1.2 Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

- | | | |
|---|---|--|
| 1. General Liability:
(including operations,
products and completed
operations.) | \$ _____ | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$ _____ | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |

4. Employer's Liability: \$_____ Each accident, \$_____ policy limit
bodily injury by disease, \$_____
5. Professional Errors \$_____ each employee bodily injury by disease.
and Omissions Liability Per occurrence.
(if required):

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

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

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

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

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

E.6 Sub-Contractors. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract for the Independent Living Program entered into between the COUNTY and CONTRACTOR, the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

F.2.1 CONFIDENTIAL INFORMATION shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

F.2.1 PERSONALLY IDENTIFIABLE INFORMATION is Confidential Information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

F.2.3 BREACH shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.

F.2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any Confidential Information.

F.3 BACKGROUND.

The COUNTY maintains Confidential Information to perform functions, activities, and/or services directly related to the administration of a social service program. Such Confidential Information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of Confidential Information in

any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for Confidential Information can limit the potential exposure of Confidential Information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or Breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or Breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

F.4 PROVISIONS.

F.4.1 The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

F.4.2 The COUNTY requires at least the following minimum standards of care in handling the Confidential Information:

F.4.2.1 Securing all areas where Confidential Information is maintained and/or stored;

F.4.2.2 Utilizing all industry standard encryption and methodology through which Confidential Information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

F.4.2.3 Limiting the removal of Confidential Information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

F.4.2.4 Ensuring only the minimum necessary amount of Confidential Information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

F.4.2.5 Not leaving Confidential Information unattended or accessible to unauthorized individuals; and

F.4.2.6 Disposing of Confidential Information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

F.4.3 Confidential Information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

F.4.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

F.4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

F.4.6 If there is an incident involving theft, loss, compromise, and/or Breach of Confidential Information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

F.4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the Confidential Information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

F.4.8 NOTIFICATION OF BREACH.

F.4.8.1 Upon the suspicion or discovery of a Breach, Security Incident, intrusion, or unauthorized use or disclosure of Confidential Information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

F.4.8.2 Notification of any Breach, Security Incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Yuba County Privacy Officer
Phone: (530) 749-6382 or (530) 749-6311
E-Mail: kcole@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected Breach, Security Incident, or unauthorized access of Confidential Information. Within seventy two (72) hours of the discovery, if an actual Breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or Confidential Information;
- (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the Breach, which may include notification to the individual or other authorities.

F.4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

F.4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's Confidential Information.

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the Confidential Information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's Confidential Information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing Confidential Information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the Confidential Information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: _____

CONTRACTOR

(Signature)

(Print Name and Title)

ATTACHMENT G
PARTICIPANT AGREEMENT

- G. 1** In providing services under THP-Plus, CONTRACTOR agrees to develop and, upon approval of COUNTY, enter into and abide by a contract with the participant that details the rights and responsibilities of each party, including, but not limited to, the following:
- a. Specifies commencement and termination dates of the contract which shall coincide with the CONTRACTOR's current Agreement with COUNTY for services under the THP-Plus Program. In no event shall the CONTRACTOR's contract with a participant commence prior to the CONTRACTOR's Agreement with COUNTY nor continue beyond the termination date of the CONTRACTOR's Agreement with COUNTY. Further, in no event shall the CONSULTANT's contract with a participant provide any participant more than a cumulative of 24 months of services under the THP-Plus Program.
 - b. Specify that in the event that the participant's contract terminates, the participant must reapply for any future services under the THP-Plus Program and that any such applications will be accepted on a first come, first serve basis.
 - c. The system for payment of participant's ongoing expenses, such as utilities, telephone, and rent;
 - d. The amount of an adequate allowance to be provided to the participant to purchase food and other necessities;
 - e. The household furnishings to be provided to participant and the terms of disposition of such furnishings when the participant completes the program;
 - f. The process of evaluation of the participant's progress throughout the program and the process of reporting this progress to COUNTY;
 - g. The requirement of each participant under the age of 21 to actively participate in an approved independent living program and, with the assistance of CONTRACTOR, to develop and complete TILP goals and activities;
 - h. Linkage to job training through Workforce Investment Act partners, the One Stop Center, Yuba College, and other appropriate employment resources;

- i. The acknowledgement that participants may not discriminate on the basis of race, natural origin, gender, sexual orientation, or disability; and
- j. The following policies:
 - 1) Education Requirements, as described in Provision A.5.1, subsection e. and f. above.
 - 2) Work Expectations, as described in Provision A.5.1, subsection h. above.
 - 3) Savings Requirements, as described in Provision A.5.1, subsection j. above.
 - 4) Personal Safety, which requires that each participant's residence will be locked and windows closed, when the participant is not present and at night.
 - 5) Visitation, which allows participants to have visitors, subject to the following guidelines:
 - i. Participants may not have overnight visitors without advance permission from the THP-Plus Team.
 - ii. Participants may have no more than two visitors in the residence without advance permission from the THP-Plus Team.
 - iii. Visitors must leave by the established curfew.
 - iv. Visitors may not participate in any conduct that is disorderly, creates a nuisance, or is illegal.
 - v. Visitors may not be in possession of weapons of any kind.
 - vi. Visitors under the age of 21 may not be in possession or under the influence of alcohol. No visitor may be in the possession of illicit drugs.
 - vii. Participants are responsible for ensuring that their visitors know and follow the established guidelines.
 - 6) Emergencies, which shall specify that, in case of emergency, participants will call 911 and, as soon as practical, notify CONTRACTOR of the nature and disposition of the emergency.
 - 7) Medical, which shall specify that the participant is required to have a physical examination annually and a dental examination every six months. This policy shall also require that all medications (over-the-counter and prescription) are to be kept in properly labeled containers and that the participant is responsible for obtaining appropriate instructions from the prescribing physician or the pharmacist to ensure proper handling and self-administration. The policy will also inform the participant that he/she will be requested to sign a release of information for medical information.
 - 8) Disciplinary Measures, which will state that discipline will be used to help participants make positive decisions and that consequences for violating THP-Plus program rules will be natural, logical, and

progressive and may range from limiting a participant's curfew or visitor privileges up to, and including, termination from the program. The policy will include the option of constructing a new THP-Plus TILP should problems persist and the participant resists positive and healthy choices. The policy will further inform the participant that discipline will be imposed after CONTRACTOR reviews the violation with the participant and consults with the THP-Plus Program Team and that illegal activities will be reported to the proper authorities and that the participant has the right to be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature.

- 9) Child Care, which specifies that the participant will be primarily responsible for child care and that CONTRACTOR staff will assist the participant in searching out and evaluating child care alternatives.
- 10) Pregnancy, that specifies that education will be offered to the participant on the prevention of unwanted pregnancies and sexually transmitted diseases through abstinence and safe sex practices. Further, the policy shall state that a participant who becomes pregnant may continue the program if progress is maintained and program guidelines are met and that, in that instance, CONTRACTOR staff will assist the participant in obtaining necessary prenatal medical care, parent education, and other appropriate services for pregnant women and new mothers.
- 11) Curfew, which specifies a curfew of 10:00 p.m. on Sunday through Thursday nights and 12:00 a.m. on Friday and Saturday nights and that the curfew may be adjusted by prior arrangement with CONTRACTOR. Additionally, the policy will inform the participant that all participants are required to sleep in their own residence unless prior arrangements have been made with the THP-Plus Program Team.
- 12) Household cleanliness, which specifies that the participant will maintain a lean living space performing chores including, but not limited to, taking out garbage, washing dishes, vacuuming carpets, sweeping floors, cleaning bathrooms, and washing clothes and that the participant shall allow the THP-Plus Program Team access to their residence for periodic inspections to ensure the premises meet the minimum standards of cleanliness.
- 13) Use of utilities and telephone, if appropriate.
- 14) Budgeting, which specifies that the participant will complete and follow a monthly budget prepared with the assistance of CONTRACTOR staff which will include, but is not limited to, rent, utilities, food, clothing, transportation, and savings. The policy will further state that the budget will specify how much of each item will

be subsidized by the THP-Plus program and how much will come from the participant's earnings; with the participant's financial requirement being need-based and determined by the participant's income, school load, child care, etc. and the goal being to increase the participant's ability and responsibility to live independently.

- 15) Care of furnishings, which specifies that the participant will be responsible for the reasonable care of all the furnishings in his/her residence.
- 16) Household decorations, if applicable.
- 17) Cars, which specifies that the participant may own and operate a car provided that: 1) the participant has a valid California driver's license; 2) obtains insurance coverage that meets the state mandated minimum requirements, and 3) can demonstrate that the participant can afford this type of expense. The policy will state that CONTRACTOR staff will assist the participant if the participant wishes to acquire a car as part of their budgeting process and help the participant to plan carefully for the expenses of vehicle ownership, including loan payments, insurance, registration, fuel, and maintenance but that, in no event and under no circumstance, do the CONTRACTOR, its officials and board members, and its employees or the COUNTY, its elected officials and board members, and its employees accept any liability for participants who choose to drive.
- 18) Lending or Borrowing Money, which specifies that the participant is responsible for all of their personal debt. Additionally the policy will state that CONTRACTOR will educate the participant on the importance of establishing and keeping a good credit rating and, as part of this training, the participant shall request and review a credit report to make sure the information is accurate. Should any discrepancies be found, appropriate steps will be taken by the participant to clear up the inaccuracy in the credit report.
- 19) Dating, which specifies that the participant may date but must follow all established rules, including curfew, visitors, underage drinking, and abstinence from illicit drugs.
- 20) Grounds for Termination, which states that the intent and goal of the THP-Plus program is to help build, strengthen, and sustain the self-reliance and independence of the participant as the participant transitions into a responsible adult living within the community. Further, that every effort will be made to help the participant make positive choices and that termination or removal of the participant from the program is considered a course of last resort. Additionally, the policy shall state that the decision to remove or terminate a participant from the program will be made in consultation with the THP-Plus Program Team and that violations that could result in termination include, but are not limited to:

- i. Illegal activities, including but not limited to using and/or possessing illicit drugs and underage drinking.
 - ii. Repeated violation of program rules.
 - iii. Lack of effort in achieving educational or vocational goals.
 - iv. Lack of cooperation with the THP-Plus Program Team.
 - v. Behavior that is dangerous to the participant or to others.
 - vi. Continued refusal to take medications – Participants will be encouraged to take medications as prescribed by their doctor. If the failure to take such medications results in destructive or self-injurious behavior, law enforcement will be summoned immediately. Continued refusal by the participant to take medications resulting in destructive behavior may result in termination from the program.
- 21) Due Process, which specifies that services for participants will not be discontinued without due process and only after reviewing the grounds for discontinuance with the participant and in consultation with the THP-Plus Program Team, unless the discontinuance is due to the expiration of the term of the participant's contract and the participant is required to reapply for any future services under the THP-Plus Program.
- 22) Free from Arbitrary and Capricious Rules which states that the participant will not be subject to arbitrary or capricious rules and that rules will be made only after consultation with the THP-Plus Program Team. Further, that the justification or rationale for all rules will be explained to the participant and that if a participant feels a rule is arbitrary or capricious, he/she may appeal to the CONTRACTOR or to COUNTY.
- 23) Right to Confidentiality, which states that all information and records obtained from or regarding the participant are confidential and will be held private and that CONTRACTOR shall be responsible for safeguarding the confidentiality and privacy of such information and records.
- 24) Right to Privacy which states that the participant shall have a right to privacy and that CONTRACTOR will respect that right. Further that, except for an emergency, CONTRACTOR will not enter the participant's residence without permission; however, it is also understood by all parties that the participant has the responsibility to allow reasonable access under program guidelines.

ATTACHMENT H

INDIVIDUAL PARTICIPANT FEE SCHEDULE AND COST JUSTIFICATION

COUNTY shall reimburse CONTRACTOR up to the maximum amount payable as specified in Attachment B, Provision B.1 BASE CONTRACT FEE for THP-Plus services rendered for Participant No: (Participant ID) , based upon the following monthly rate agreed upon by both parties. CONTRACTOR understands and agrees that in no event shall the monthly rate of service for the participant exceed \$2,748.00.

Participant ID:	Provider:
Effective Date of Rate:	Rate:
BUDGET	
Personnel Expenses:	Monthly Cost
Housing Specialist/Property Manager	\$
Social Worker and Social Worker Supervision	\$
Payroll Taxes and Benefits	\$
Subtotal	\$
Program Expenses:	
Rental Subsidy	\$
Savings/Emancipation Fund Deposit	\$
Grocery, cleaning supplies, etc.	\$
Utility Assistance	\$
Transportation Assistance	\$
Other Program Expenses (i.e. personal necessities, clothing, recreation, laundry, etc.)	\$
Subtotal	\$
Indirect Expenses	
Indirect Costs *	\$
Total Budget (Rate)	\$

*Indirect Costs: Contractor shall provide a breakout of costs, which may include the cost of other program related operating expenses such as: evaluation expenses, audit expenses, office supplies, office rental, insurance, professional development of staff, office utilities, and program management. Total amount claimed for indirect cost shall not exceed 15% of the total costs salaries and benefits claimed for personnel expenses.

_____ Approved _____ Denied

ILP Coordinator for COUNTY

Date

Authorized Official for COUNTY

Date

Reason for Denial: _____

ATTACHMENT I
INVOICE FORMAT

Contractor's Name and Address			Contact Name and Phone Number		
Contractor's Name: Contractor's Address:			Name: Phone: FAX:		
Program			Period of Service/Invoice Number		
CWS THP-Plus					
Date of Service	Client ID	Rate	# of months of Service	# of Days Prorated	Amount
					\$
					\$
					\$
					\$
					\$
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; and that the original invoices, payrolls, or other documentation are on file.

Authorized Signature

Date

Mail original and back-up documentation to:
 Yuba County Health and Human Services Department
 Attention: Administration/Fiscal
 P.O. Box 2320
 Marysville, CA 95901