

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.

FEBRUARY 5, 2013

1:00 P.M. YUBA COUNTY WATER AGENCY CANCELLED

2:00 P.M. YUBA COUNTY BOARD OF SUPERVISORS SPECIAL MEETING

- I. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- II. **CLOSED SESSION**: Personnel pursuant to Government Code §54957(a) - County Counsel Evaluation
- III. **ADJOURN**

3:30 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY CANCELLED

5:45 P.M. HUMAN SERVICES COMMITTEE - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

- A. Consider payment of \$136,619.87 to Marysville Joint Unified School District for modifications constructed to Yuba Gardens Middle School Library to accommodate future joint use with the Yuba County Library - Library (Ten minute estimate) (035-13)

5:50 P.M. YUBA COUNTY IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY SPECIAL MEETING

- A. Roll Call - Directors Abe, Griego, Nicoletti, Stocker, Vasquez
- B. Approve minutes of the meeting of January 15, 2013.
- C. Approve agreement with Robert Muszar for consultant services and authorize the Chair to execute.
- D. Adjourn

6:00 P.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 Griego
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA**: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Administrative Services
 1. Approve lease agreement with Gary Guilliat for corporate hangar lease site no. 5 ground site hangar 1 and authorize the Chairman to execute same. (036-13)
 - B. Auditor-Controller
 1. Authorize Budget Transfer from various accounts in the total amount of \$146,050.00 to transfer in lieu of health insurance back to salaries for all operating departments for six (6) month period ending December 31, 2012. (037-13)

C. Board of Supervisors

1. Appoint Supervisor Abe as third member and Supervisor Vasquez as alternate to the Feather River Air Quality Management District for 2013. (038-13)

D. Clerk of the Board of Supervisors

1. Approve minutes from the meeting of January 15, 2013. (039-13)

E. Community Development and Services

1. Approve amended caretaker agreement with Wesley Dale Everett for Hammond Grove and Sycamore Ranch Parks and authorize the Chair to execute same. (Land Use and Public Works committee recommends approval) (040-13)
2. Adopt resolution authorizing purchase of single family residence APN 021-031-014 as part of the Neighborhood Stabilization Program and authorizing the Director to execute all necessary documents necessary to complete. (041-13)
3. Accept La Porte Road Bridge Replacement at New York Creek Project as Complete and authorize the Public Works Director to sign and record the Notice of Completion. (042-13)
4. Adopt resolution authorizing purchase of a portion of APN 022-010-123 (Steele 1994 Family Trust) for the Feather River Boulevard Interchange Project and authorizing Public Works Director to execute all necessary document to finalize purchase. (043-13)

F. Sheriff-Coroner

1. Approve cooperative agreement with UNITED States Forest Service to provide campground patrols on forestland and authorize the Chairman to execute same. (044-13)

IV. **SPECIAL PRESENTATION**

- A. Receive presentation from Stephanie Helms, Nor Cal Rush Volleyball Club Director. (Fifteen minute estimate) (No background material) (047-13)

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

VI. **COUNTY DEPARTMENTS**

A. Treasurer-Tax Collector

1. Adopt resolution stating the County of Yuba will not authorize the issuance and sale of Wheatland Union High School District 2012/2013 Series B Tax and Revenue Anticipation Notes. (Ten minute estimate) (045-13)

VII. **CORRESPONDENCE** - (046-13)

- A. Notice from State of California Fish and Game Commission regarding regulatory action relating to sport fishing report cards.
- B. Letter from California Association of Psychiatric Technician requesting implementation of "Laura's Law" a mental-health program. Copy to Sutter-Yuba Mental Health.
- C. Letter from Verizon Wireless notifying the Public Utilities Commission of a cell site project located in Wheatland.
- D. Letter from Ken Trexler regarding upcoming community events.

- VIII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.
- IX. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.
- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 021-150-061, (Butler, Roberta) Negotiating Parties: Mike Lee Negotiation: Authorization to make an offer
- B. Pending litigation pursuant to Government Code §54956.9(a) - Tull vs. Yuba County et al
- C. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/YCEA/ Unrepresented and County of Yuba
- X. **ADJOURN**

02/07/2013 - 4:30 P.M. Marysville City/County Liaison Committee
City of Marysville
Covillaud Room
526 C Street
Marysville, Ca 95901

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

THIS PAGE INTENTIONALLY LEFT BLANK



Human Services Committee




The County of Yuba

Yuba County Library

Phone: (530) 749-7380
Fax: (530) 741-3098
303 Second Street
Marysville, California 95901



Email: library@co.yuba.ca.us
Website: <http://library.yuba.org>

To: Human Services Committee
From: Kevin Mallen – CDSA Director 
Date: February 5, 2013
Subject: Payment to MJUSD for Yuba Gardens Joint Use Library

Recommendation:

Approve expenditure in the amount of \$136,619.87 from Library Impact Fee Trust Fund 185 for work performed by Marysville Joint Union School District (MJUSD) to modify the Yuba Gardens Middle School Library to accommodate potential future joint use with the Yuba County Library and authorize the Auditor-Controller to issue warrant in the amount of \$61,619.87 to MJUSD and transfer the remaining \$75,000 to the Yuba County Road Fund 102 to cover MJUSD's contribution to the Powerline Road Improvement Project.

Background:

In 2009, while the improvements to Yuba Gardens Middle School were underway, the former Yuba County Library Director approached MJUSD with a request to modify their new library to accommodate a potential joint use facility that could be used by the school during school hours and operated by the Yuba County Library for public use outside of school hours. The request culminated in several meetings in 2009 involving County staff from the Library, Administrative Services, and the County Administrator's Office meeting with MJUSD's staff to discuss the logistics of the request.

As a result of the meetings in 2009, the Yuba Gardens Library, which was completed in 2010, was modified at the expense of MJUSD to accommodate the joint use request by creating a separate public entrance which included a new entry, new walkway from the public parking area, and a separate book anti-theft detector. Attached to this memo is a cost breakdown of the modifications provided by MJUSD in the amount of \$136,619.87.

Discussion:

Due to the completion of the modifications performed by MJUSD, staff is recommending that the costs associated with the modifications, which are an eligible expense from the Yuba County Library Impact Fees, be paid. Staff will continue discussions with MJUSD and work towards completing a Memorandum of Understanding (MOU) between the County and MJUSD that would layout how and under what conditions the County could utilize the Yuba Gardens Library for a public library. The physical modifications to the building were an important step in the feasibility of a joint use library space, however there are many other logistical issues such as use

of interior space, hours of operation, County staffing/volunteers, IT logistics, maintenance costs, and so on that will need to be worked out in the MOU.

The County has been working on a plan to improve Powerline Road along the frontage of Yuba Gardens Middle School. The County's planned improvements on Powerline Road consist of road widening to accommodate bike lanes as well as sidewalks that will benefit the school. Through discussions with MJUSD regarding the pending project, they have agreed to participate in the improvements by contributing \$75,000 towards the project costs. County staff, with concurrence from MJUSD staff, is recommending that the transaction to pay MJUSD for the library improvements and the transaction for the MJUSD to pay the County towards the Powerline Road improvement project be consolidated as part of this action.

Fiscal Impact:

There will be no impacts to the General Fund as a result of this request.

Attachments:

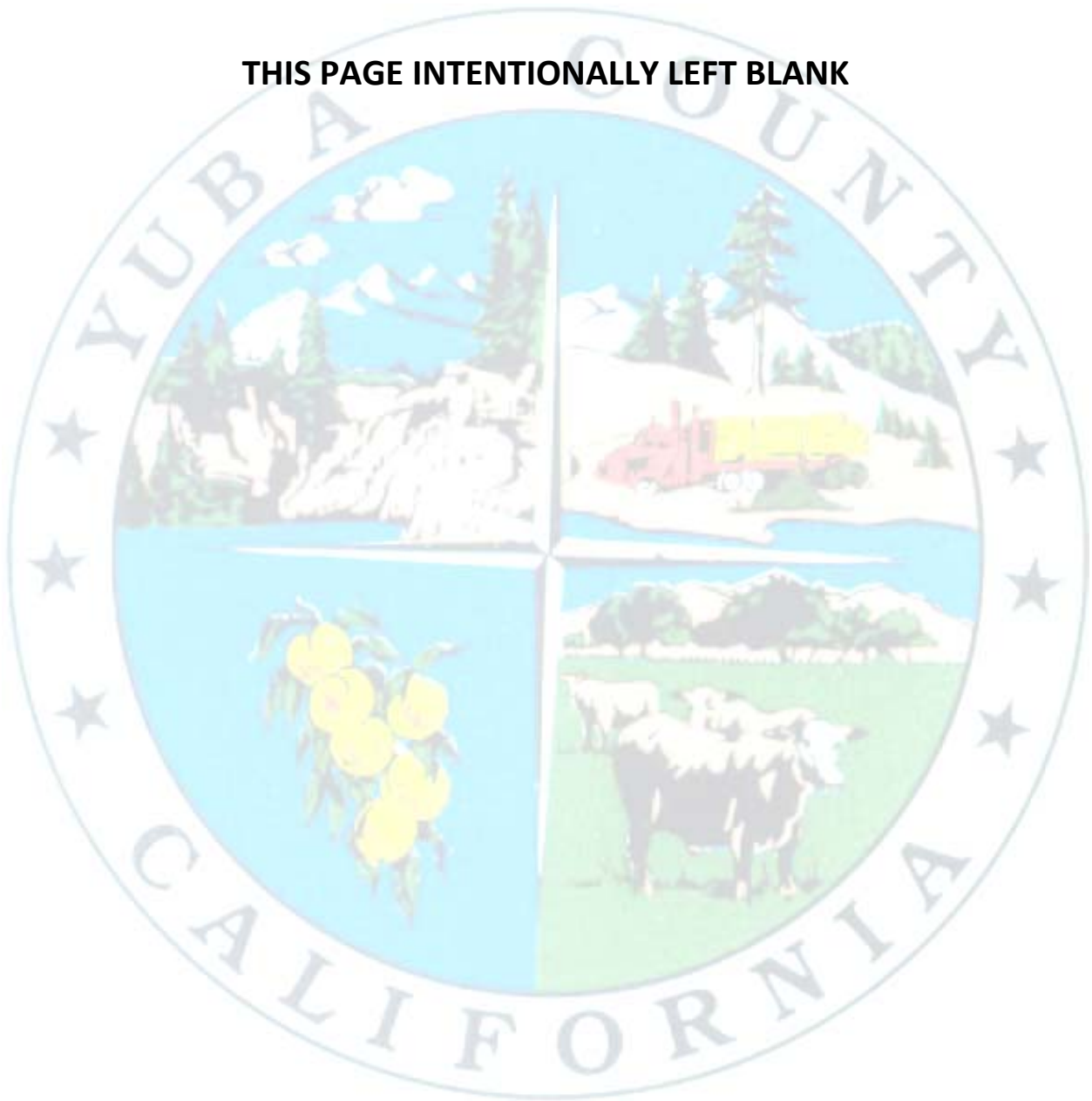
Library Modification Costs



IN-HOME SUPPORTIVE SERVICES

PUBLIC AUTHORITY

THIS PAGE INTENTIONALLY LEFT BLANK



Yuba County In-Home Supportive Services Public Authority



MINUTES

JANUARY 15, 2013 – SPECIAL MEETING

A meeting of the Board of Directors of the Yuba County In-Home Supportive Services (IHSS) Public Authority was held on the above date, commencing 9:15 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe and Hal Stocker. Also present were Yuba County Administrator Robert Bendorf and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Griego presided.

A. Roll Call: Directors Vasquez, Nicoletti, Griego, Abe, Stocker – Director Griego absent.

B. Election of Officers: Chair and Vice-Chair

MOTION: Move to appoint Director Griego Chair for 2013

MOVED: John Nicoletti

SECOND: Andy Vasquez

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to appoint Director Nicoletti Chair for 2013

MOVED: Hal Stocker

SECOND: Andy Vasquez

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Director Griego joined the meeting at 9:17 a.m.

C. Approve minutes of the meetings of May 17 and June 28, 2011.

MOTION: Move to approve

MOVED: John Nicoletti

SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

D. Closed Session: The Board retired into closed session at 9:17 a.m.

1. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - SEIU/Public Authority

The Board returned from closed session at 9:27 a.m. There was no announcement.

E. Adjourn: 9:27 a.m. by Chair Griego.

Chairman

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

THIS PAGE INTENTIONALLY LEFT BLANK

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



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

Phone: (530) 749-6366

TO: Governing Board of the Public Authority
Yuba County

FROM: Suzanne Nobles, Director
Health & Human Services Department

DATE: February 5, 2013

RECOMMENDATION: The Governing Board of the Public Authority recommends approval of the attached Agreement between the Yuba County In-Home Supportive Services (IHSS) Public Authority and Robert J. Muszar for the provision of consultant services and authorization for the Chairman to execute the agreement.

BACKGROUND: The current Memorandum of Understanding (MOU) with Services Employees International Union Healthcare Workers West Local 250 (SEIU), who represents the In-Home Supportive Services providers and the IHSS Public Authority, expires June 30, 2014. SEIU has requested to meet and confer with the Public Authority due to recent changes in the federal reimbursement rate.

DISCUSSION: Robert Muszar acted as the consultant for the IHSS Public Authority for the negotiations of the 2010 and 2011 MOUs. He was very successful in helping the IHSS Public Authority reach agreement with SEIU. It is our recommendation to utilize his services again for negotiation purposes. Under the terms of the attached Agreement, Robert Muszar will provide consultant services to the Governing Board, the Public Authority Director, and the Director of Health and Human Services in meeting and conferring in good faith with SEIU. The cost of consultant services provided under the attached Agreement will be based on a rate of \$85.00 per hour not to exceed \$7,500.00 for the period of January 1, 2013 through June 30, 2013.

FISCAL IMPACT: The cost of consultant services provided under the attached MOU will be funded by a combination of State, Federal, and Realignment Funds.

AGREEMENT

This Agreement ("Agreement") is made as of the Agreement Date set forth below by and between the Yuba County In-Home Supportive Services Public Authority, a public authority established pursuant to Welfare and Institutions Code Section 12301.6 and Yuba County Ordinance Number 4.55.010 et seq., hereinafter called "PUBLIC AUTHORITY", and Robert J. Muszar, hereinafter called "CONSULTANT".

RECITALS

WHEREAS,

1. The Yuba County Board of Supervisors, through the approval of Yuba County Ordinance 4.55.010 et seq., former Yuba County Ordinance 1306 approved on December 3, 2002, established a public authority to provide for the delivery of in-home supportive services to Yuba County and to serve as the employer of record of Providers of in-home supportive services for the purposes of the Meyers-Millas-Brown Act (Government Code sections 3500 *et seq.*); and
2. Pursuant to the provisions of the Meyers-Millas-Brown Act (Government Code section 3500 et seq.), one (1) organization has been designated as the recognized employee organization of the PUBLIC AUTHORITY; and
3. Pursuant to the Interagency Agreement between the County of Yuba and PUBLIC AUTHORITY adopted on February 18, 2003, the Director of the Yuba County Health and Human Services Department (or his/her designated representative) has been designated as the PUBLIC AUTHORITY's representative in employer-employee relations; and
4. The Director of Yuba County Health and Human Services Department (or his/her designated representative) will, from time to time, be engaged in meeting and conferring in good faith with representatives of such recognized employee organization on matters relating to employment conditions and employer-employee relations; and
5. It is necessary and desirable that the PUBLIC AUTHORITY obtain the services of a qualified person to consult with and advise the Governing Board, the PUBLIC AUTHORITY Director, and the Director of Yuba County Health and Human Services Department in employer-employee relations matters, and to assist in meeting and conferring in good faith with representatives of the recognized In-Home Supportive Services (IHSS) provider's employee organization; and

6. CONSULTANT is qualified to provide such services to the Public Authority; and
7. Pursuant to the Interagency Agreement between the County of Yuba and PUBLIC AUTHORITY adopted on February 18, 2003, the Yuba County Health and Humans Services Department has been designated to provide accounting services to the PUBLIC AUTHORITY.

NOW, THEREFORE, in consideration of the services to be rendered, the sum to be paid and each and every covenant and condition contained herein, the PUBLIC AUTHORITY and CONSULTANT agree as follows:

1. TERM

This agreement shall be effective January 1, 2013 and shall remain in effect through June 30, 2013.

2. SERVICES TO BE PROVIDED BY CONSULTANT
CONSULTANT shall:

- a. Advise and consult with the Governing Board, the Public Authority Director and the Director of the Yuba County Health and Human Services Department at such times and places as may be mutually agreed upon by these parties on all matters relating to employment conditions and employer-employee relations.
- b. Meet and confer in good faith for and on behalf of the PUBLIC AUTHORITY, as the designated representative of the Governing Board, with representatives of the employee organization of the PUBLIC AUTHORITY at such times and places as may be mutually agreed upon by the CONSULTANT, the Governing Board, or the Director of the Yuba County Health and Human Services Department.
- c. Report to the Governing Board and other designated representatives of the PUBLIC AUTHORITY as directed by the Governing Board on the progress of meeting and conferring in good faith with the recognized employee organization.
- d. Prepare written memoranda of understanding in a form and manner approved by the Governing Board.

3. RELATIONSHIP OF THE PARTIES

- a. Independent Contractor
CONSULTANT understands and agrees that the work/services performed under this Agreement are performed as an independent

contractor and not as an employee of the PUBLIC AUTHORITY and that Consultant acquires none of the rights, privileges, powers, or advantages of PUBLIC AUTHORITY employees. It is further understood by both the CONSULTANT and PUBLIC AUTHORITY that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

b. Coordination With Representatives of Yuba County

Consultant agrees and understands that the work/services performed under this Agreement on behalf of the PUBLIC AUTHORITY may impact various interests of Yuba County. Therefore, all work performed pursuant to this agreement shall be coordinated with and shall be subject to the review of the Director of the Yuba County Health and Human Services Department.

4. HOLD HARMLESS

CONSULTANT shall defend, indemnify and hold harmless PUBLIC AUTHORITY, its officers and employees against liability for injury or damage caused by a negligent act or omission of CONSULTANT in the performance of this Agreement.

5. NON-ASSIGNABILITY

CONSULTANT shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the PUBLIC AUTHORITY, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

6. WORKER'S COMPENSATION INSURANCE

CONSULTANT agrees and understands that the PUBLIC AUTHORITY/County does not provide Worker's Compensation Insurance to, or on behalf of, CONSULTANT for the work/services to be performed and that the PUBLIC AUTHORITY/County will not withhold Federal or State Income Taxes from monies due CONSULTANT for work/services performed, but that said taxes are the sole responsibility of the CONSULTANT.

6. RETENTION OF RECORDS

CONSULTANT shall maintain all required records for the term of this Agreement. Such records shall be subject to the examination and/or audit of the PUBLIC AUTHORITY, a Federal grantor agency, and the State of California. In the event this Agreement is terminated by either party the PUBLIC AUTHORITY shall be entitled to all documents and files in the CONSULTANT's possession related to work performed pursuant to this Agreement.

7. FISCAL PROVISIONS

- A. PAYMENT. Upon receipt of proper claims, PUBLIC AUTHORITY shall pay CONSULTANT fees not to exceed \$7,500.00 (Seven Thousand Five Hundred Dollars) in accordance with the following schedule:

Consultant services, \$85.00/hour
(including travel time)

Expenses

The PUBLIC AUTHORITY will pay the actual cost of reasonable expenses incurred, if any, including copying, lodging, meals, incidental support costs and will reimburse actual mileage at the current IRS rate.

- B. CONSULTANT shall submit detailed invoices, with back-up documentation attached, on a form acceptable to PUBLIC AUTHORITY no later than the tenth (10th) day of the month following the month in which services were rendered and expenses incurred to:

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

- 1) Upon receipt of approved claims, the Yuba County Health and Human Services Department shall issue payment on behalf of the PUBLIC AUTHORITY to CONSULTANT for services rendered.

8. TERMINATION

Either the PUBLIC AUTHORITY or Consultant may terminate this agreement at any time upon thirty (30) days written notice to the other. In the event this Agreement is terminated by either party, the CONSULTANT will be entitled to compensation for all services plus expenses provided prior to such termination and the PUBLIC AUTHORITY shall be entitled to all documents and files in the CONSULTANT's possession related to work performed pursuant to this Agreement.

9. ENTIRE AGREEMENT

This Agreement constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or

representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

10. NOTICES

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

Notices shall be addressed as follows:

If to PUBLIC AUTHORITY:

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

If to CONSULTANT:

Robert J. Muszar
P.O. Box 70
Glencoe, CA 95232

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2013.

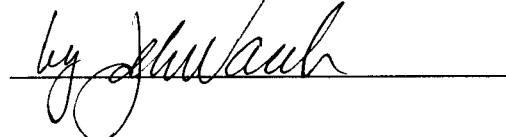
PUBLIC AUTHORITY

Chair
Yuba County In-Home Supportive
Services Public Authority

CONSULTANT


Robert J. Muszar

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





CONSENT

AGENDA

THIS PAGE INTENTIONALLY LEFT BLANK

The County of Yuba

Department of Administrative Services

Doug McCoy, Director



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

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

February 5, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, *DM* Administrative Services Director

SUBJECT: AUTHORIZE THE CHAIRMAN TO EXECUTE AIRPORT LEASE AGREEMENT
FOR CORPORATE HANGAR LEASE SITE NO. 5, GROUND SITE HANGER 1

Recommendation:

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

Background:

The attached is a new ground lease with Gary Guilliat. Mr. Guilliat has retained this ground lease since the facility was built in 2002. The lease rate of \$.04 cents per square foot is consistent with similar leases and will generate \$1,440 annually in airport revenue.

Discussion:

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

Committee Action:

This item was not presented to the committee as it is a standard ground lease and considered routine. The agreement was reviewed and approved by both County Counsel and Risk Management.

Fiscal Impact:

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

Attachment

THIS PAGE INTENTIONALLY LEFT BLANK

AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this 5th day of February, 2013, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and GARY GUILLIAT, 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
Site Number 5 / Lease Site 5-5 / Hangar #1
(3,000 square feet)

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

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

3. CONSIDERATION:

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

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

4. OTHER CHARGES AND FEES:

Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or property at any time situated

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

5. PENALTIES: In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Lease are due, Lessor shall assess interest at the rate of ten percent (10%) annual percentage rate of the payment due for each month unpaid or any portion of a monthly payment which is left unpaid.

6. LEASEHOLD IMPROVEMENTS:

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

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

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

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

E. In the event that Lessor requires revisions of the original plans and specifications, Lessee shall have thirty (30) calendar days from the date of receipt of the proposed

revisions to resubmit the plans and specifications for Lessor's approval. Lessor's approval of plans and specifications shall not be withheld unreasonably.

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

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

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

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

7. OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:

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

B. All of the Lessee's work shall, upon construction or installation, become a

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

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

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

authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

9. USE OF COMMON AREAS:

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

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

10. USE OF PREMISES: Except as otherwise specifically limited herein, the leased premises shall be used by Lessee only for the purpose of conducting therein and thereon Lessee's registered aircraft operations and maintenance of the same aircraft and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease and Use Permit, Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i) will increase the premiums (unless Lessee pays such increase) or cause cancellation of any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be a nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes set forth in this paragraph 11 in order to comply with the covenants of this paragraph (other than payment of

increased premiums), Lessee may terminate this Lease and Use Permit upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason Lessee's use of or operations on the leased premises. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

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

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

- A. See Exhibit C 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.

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

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

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

16. **UTILITIES:** Lessee shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such

services. Lessee will furnish its own heat, light, and power for the operation of said premises, including but not limited to any service charges, connection or installation fees, related thereto.

17. ASSIGNMENT OR SUBLEASE:

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

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

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

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

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

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

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

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

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

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

To County At:

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

To Lessee At:

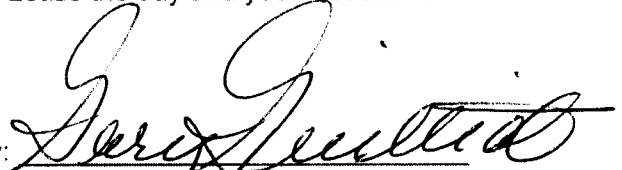
14175 Dalmatian Drive
Grass Valley, CA 95945

Copy to:

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

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

By: _____



Gary Guilliat
"Lessee"

COUNTY OF YUBA

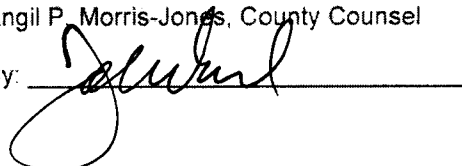
By: _____

Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
Of Supervisors

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

By: _____



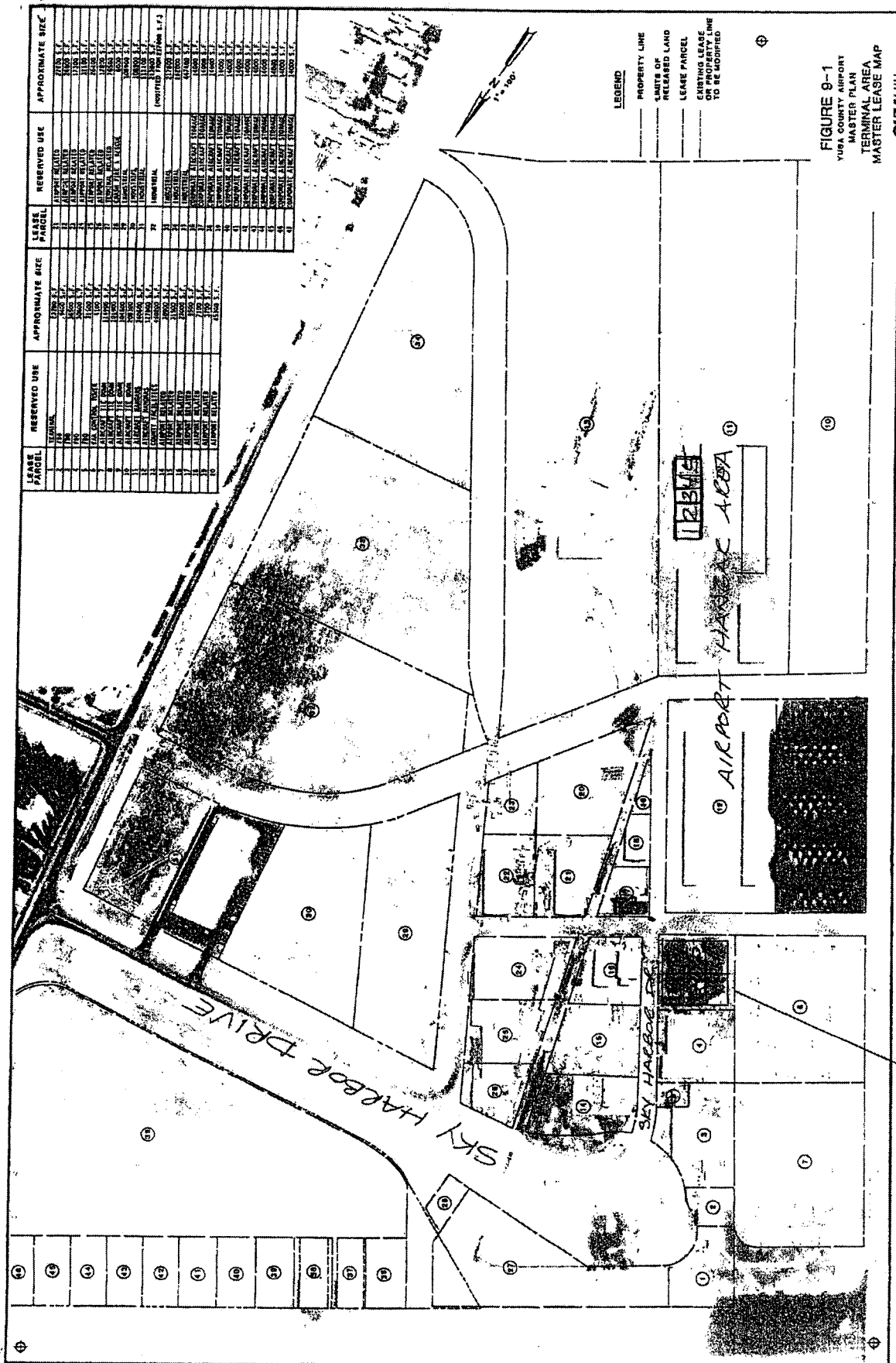


EXHIBIT A

Site 5 - corporate hangars
HANGAR #1

EXHIBIT B

FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

1. The Lessee for himself, his 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 himself, his 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 Lease 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 lease 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.

EXHIBIT C

Insurance Requirements

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors & Omissions Liability insurance appropriate to the Lessee's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

- | | | |
|------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. General Liability: (including operations products and completed operations, as applicable.) | \$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: | \$1,000,000 | Per accident for bodily injury and property damage |
| 3. Workers' Compensation: | As required by the State of California | |
| 4. Employer's Liability: | \$1,000,000 | each accident, \$1,000,000 policy limit bodily by disease, \$1,000,000 each employee bodily injury by disease |
| 5. Errors & Omissions Liability: | \$1,000,000 | per occurrence |

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Lessee; or automobiles owned, leased or borrowed by the Lessee.
2. For any claims related to this project, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. 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.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

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. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Lessee shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms provided those endorsements conform to County 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.

Waiver of Subrogation

Lessee hereby agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. Lessee 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 Lessee, its employees, agents and subcontractors.

The County of Yuba

AUDITOR - CONTROLLER



C. RICHARD EBERLE, CPA

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

TO: Board of Supervisors

FROM: Auditor-Controller, C Richard Eberle *RE*

SUBJECT: In Lieu of Health Insurance

DATE: January 14, 2013

Recommendation

Request the Board of Supervisors to approve the reimbursement to Departments for In Lieu of Health Insurance for the Period of July 2012 – December 2012.

Background

Per the MOU dated March 1, 1996, eligible employees can decline health insurance for themselves and their families by signing a waiver of health coverage. Employees will receive a taxable premium in lieu of health insurance coverage.

Discussion

To approve attached Budget Transfer.

Fiscal Impact:

No fiscal impact.

Attachment

WHITE - AUDITOR
 YELLOW - COUNTY ADMINISTRATOR
 PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 1-14-2013

REQUEST FOR TRANSFER OR

TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT

Various Operating FundsREQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 13

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASE☐ ESTIMATED REVENUE DECREASE☐ APPROPRIATION DECREASED☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
100-0000-372-990/	Transfer In	27,000.00
101-0000-372-990/	Transfer In	44,000.00
102-0000-372-990/	Transfer In	4,200.00
103-0000-372-990/	Transfer In	20,400.00
106-0000-371-990/	Transfer In	3,450.00
107-0000-371-990/	Transfer In	4,350.00
108-0000-371-990/	Transfer In	42,500.00
110-0000-371-990/	Transfer In	150.00

ACCOUNT NO.	NAME	AMOUNT
	See Attached List	146,050.00

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT
157-0000-372-9903	Transfer Out	146,050.00

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT
	Various Operating Funds	146,050.00

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

		AMOUNT				AMOUNT	
FUND	ACCOUNT	DEBIT	CREDIT	FUND	ACCOUNT	DEBIT	CREDIT
100	280 4000 8000	27,000.00	27,000.00	107	280 4000 8000	4,350.00	4,350.00
101	280 4000 8000	44,000.00	44,000.00	108	280 4000 8000	42,500.00	42,500.00
102	280 4000 8000	4,200.00	4,200.00	110	280 4000 8000	150.00	150.00
103	280 4000 8000	20,400.00	20,400.00				
106	280 4000 8000	3,450.00	3,450.00				

REASON FOR TRANSFER:

To transfer In Lieu of Health Insurance back to salaries for all operating Departments for 6 month period ending December 31, 2012.

APPROVED:

☒ AUDITOR-CONTROLLER

Signature

1/15/13

Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

**IN-LIEU OF INSURANCE FEES
FISCAL YEAR 2012-2013**

BUDGET NO/DEPT NAME EMPLOYEE NAME FUND 100	JULY PAID AUG	AUG PAID SEPT	SEPT PAID OCT	OCT PAID NOV	NOV PAID DEC	DEC PAID JAN	
100-5200-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	900.00	900.00	900.00	900.00	900.00	900.00	5,400.00 ✓
100-5201-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
					150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
		150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	1,200.00	1,350.00	1,350.00	1,350.00	1,500.00	1,500.00	8,250.00 ✓
100-5202-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00	
		150.00	150.00	150.00	150.00	150.00	
TOTALS	750.00	900.00	900.00	900.00	750.00	750.00	4,950.00 ✓
100-5203-451/SOCIAL SERVICES	150.00						
TOTALS	150.00	0.00	0.00	0.00	0.00	0.00	150.00 ✓
100-5206-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	450.00	450.00	450.00	450.00	450.00	450.00	2,700.00 ✓
100-5207-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	900.00 ✓
100-5208-451/SOCIAL SERVICES	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00						
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
					150.00		
TOTALS	900.00	750.00	750.00	750.00	900.00	600.00	4,650.00 ✓
FUND 100 GRAND TOTALS	4,500.00	4,500.00	4,500.00	4,500.00	4,650.00	4,350.00	100-5200 27,000.00 ✓
							TOTAL 27,000.00 ✓
							100-5200-451-0101 27,000.00 ✓

**IN-LIEU OF INSURANCE FEES
FISCAL YEAR 2012-2013**

BUDGET NO/DEPT NAME EMPLOYEE NAME	JULY PAID AUG	AUG PAID SEPT	SEPT PAID OCT	OCT PAID NOV	NOV PAID DEC	DEC PAID JAN		
FUND 101								
101-0100-411/BOARD OF SUPERVISORS	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-0100-411-0101	1,800.00 ✓
101-0200-411/CLERK-RECORDER						150.00		
	0.00	0.00	0.00	0.00	0.00	150.00	101-0200-411-0101	150.00 ✓
101-0300-414/PERSONNEL	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	450.00	450.00	450.00	450.00	450.00	450.00	101-0300-411-0101	2,700.00 ✓
101-0400-412/AUDITOR-CONTROLLER	0.00	0.00	0.00	0.00	0.00	0.00		
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-0400-412-0101	0.00 ✓
101-500-412/TREASURER-TAX COLLECTOR	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-0500-412-0101	900.00 ✓
101-0600-412/ASSESSOR	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00		300.00	150.00	150.00		
TOTALS	450.00	450.00	300.00	600.00	450.00	450.00	101-0600-412-0101	2,700.00 ✓
101-0700-413/COUNTY COUNSEL	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-0700-413-0101	1,800.00 ✓
101-0800-415/ELECTIONS	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-0800-415-0101	900.00 ✓
101-0900-417/BUILDINGS & GROUNDS	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-0900-417-0101	900.00 ✓
101-0950-417/CUSTODIAL SERVICES								
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-0950-417-0101	0.00 ✓
101-1500-410/SURVEYOR	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-1500-410-0101	1,800.00 ✓
101-1600-410/PUBLIC WORKS AD		150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00							
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-1600-410-0101	1,800.00 ✓
101-1700-411/COUNTY ADMINISTRATOR	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-1700-411-0101	900.00 ✓
101-1701-411/CLERK OF THE BOARD								
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-1701-411-0101	0.00 ✓
101-1800-410/ADMIN SERVICES	150.00	150.00	150.00	150.00				
	150.00	150.00	150.00		150.00	150.00		
TOTALS	300.00	300.00	300.00	300.00	150.00	150.00	101-1800-410-0101	1,500.00 ✓
101-1900-410/INFORMATION SERVICES	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	750.00	750.00	750.00	750.00	750.00	750.00	101-1900-410-0101	4,500.00 ✓

101-3100-423/PROBATION

	250.00	250.00							
TOTALS	250.00	250.00	0.00	0.00	0.00	0.00	101-2701-422-0101	500.00	✓
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00						
	150.00	150.00							
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00			
TOTALS	1,650.00	1,650.00	1,500.00	1,350.00	1,350.00	1,350.00	101-3100-423-0101	8,850.00	✓
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00			
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-3101-423-0101	1,800.00	✓
				150.00	150.00	150.00			
TOTAL				150.00	150.00	150.00	101-3117-423-0101	450.00	✓
	0.00	0.00	0.00	0.00	0.00	0.00			
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-3400-426-0101	0.00	✓
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00				
TOTALS	300.00	300.00	300.00	300.00	300.00	150.00	101-3500-426-0101	1,650.00	✓
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	101-3600-426-0101	0.00	✓
	150.00	150.00	150.00	150.00	150.00	150.00			
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-4100-427-0101	900.00	✓
					150.00	150.00			
TOTALS	0.00	0.00	0.00	0.00	0.00	150.00	101-4200-427-0101	150.00	✓
	150.00								
TOTALS	150.00	0.00	0.00	0.00	0.00	0.00	101-4300-427-0101	150.00	✓
	150.00	150.00	150.00	150.00	150.00	150.00			
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-4400-427-0101	900.00	✓
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00			
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-4800-441-0101	1,800.00	✓
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00			
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-5800-455-0101	1,800.00	✓
	150.00	150.00	150.00	150.00	150.00	150.00			
	150.00	150.00	150.00	150.00	150.00	150.00			
TOTALS	300.00	300.00	300.00	300.00	300.00	300.00	101-6000-462-0101	1,800.00	✓
	150.00	150.00	150.00	150.00	150.00	150.00			
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	101-6700-456-0101	900.00	✓
ND TOTALS	7,750.00	7,600.00	7,050.00	7,350.00	7,050.00	7,200.00		44,000.00	✓
							TOTAL	44,000.00	✓
							TOTAL	44,000.00	✓

**IN-LIEU OF INSURANCE FEES
FISCAL YEAR 2012-2013**

BUDGET NO/DEPT NAME EMPLOYEE NAME	JULY PAID AUG	AUG PAID SEPT	SEPT PAID OCT	OCT PAID NOV	NOV PAID DEC	DEC PAID JAN	
FUND 102							
102-9120-431/PUBLIC WORKS						150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00				
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
TOTALS	750.00	750.00	750.00	600.00	600.00	750.00	4,200.00 ✓
102-9130-431/PUBLIC WORKS							
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FUND 102 GRAND TOTALS	750.00	750.00	750.00	600.00	600.00	750.00	102-9100-431-0101 4,200.00 ✓
FUND 103							
103-7100-421/COURT CLERKS							
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
	200.00	200.00	200.00	200.00	200.00	200.00	
FUND 103 GRAND TOTALS	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	103-7100-421-0101 20,400.00 ✓
FUND 106							
106-4700-441/HEALTH DEPT							
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
			150.00	150.00	150.00	150.00	
				150.00	150.00	150.00	
					150.00	150.00	
FUND 106 GRAND TOTALS	450.00	450.00	600.00	600.00	600.00	750.00	106-4700-441-0101 3,450.00 ✓
FUND 107							
107-2600-421/D.A.-FAMILY SUPPORT							
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
FUND 107 GRAND TOTALS	750.00	750.00	750.00	750.00	750.00	600.00	107-2600-421-0101 4,350.00 ✓
FUND 108							
108-2500-421/DISTRICT ATTY							
	200.00	200.00	200.00	200.00	200.00	200.00	
	150.00	150.00	150.00	150.00	150.00	150.00	
	250.00	250.00	250.00	250.00	250.00	250.00	
TOTALS	600.00	600.00	600.00	600.00	600.00	600.00	108-2500-421-0101 3,600.00 ✓
108-2691-422/SHERIFF MISCELLANEOUS							
	250.00	250.00					
	250.00	250.00	250.00	250.00	250.00	250.00	
	250.00	250.00	250.00	250.00	250.00	250.00	
	250.00	250.00					
TOTALS	1,000.00	1,000.00	500.00	500.00	500.00	500.00	4,000.00 ✓

	250.00	250.00	250.00	250.00	250.00	250.00		
						750.00		
	250.00	250.00	250.00	250.00	250.00			
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
TOTALS	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,750.00		18,750.00 ✓
SAFETY)							108-2700-422-0101	22,750.00 ✓
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00		0.00 ✓
CAL								
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	150.00	150.00	150.00	150.00	150.00	150.00	108-2900-423-0101	900.00 ✓
	250.00	250.00	250.00	250.00	250.00	250.00		
					250.00	250.00		
	250.00	250.00	250.00		250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
	250.00	250.00	250.00	250.00	250.00	250.00		
TOTALS	2,000.00	1,750.00	1,750.00	1,500.00	1,750.00	1,500.00		10,250.00 ✓
							108-2900-423-0101	11,150.00 ✓
HALL								
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
						150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
	150.00	150.00	150.00	150.00	150.00	150.00		
TOTALS	600.00	600.00	600.00	600.00	600.00	750.00	108-3000-423-0101	3,750.00 ✓
BAILIFFS								
		250.00	250.00	250.00	250.00	250.00		
TOTALS	0.00	250.00	250.00	250.00	250.00	250.00	108-7400-421-0101	1,250.00 ✓
D TOTALS	7,350.00	7,350.00	6,850.00	6,600.00	6,850.00	7,500.00		42,500.00 ✓
	150.00							
TOTALS	150.00	0.00	0.00	0.00	0.00	0.00	110-5500-451-0101	150.00 ✓
D TOTALS	150.00	0.00	0.00	0.00	0.00	0.00		150.00
ENTERPRISE								
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00		0.00 ✓
D TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	130-9500-432-0101	0.00
ND TOTAL	12,850.00	12,700.00	12,350.00	11,950.00	12,200.00	13,000.00	TOTAL	75,050.00 ✓
ND TOTAL								
ALL FUNDS	25,100.00	24,800.00	23,900.00	23,800.00	23,900.00	24,550.00		
							146,050.00 ✓	

THIS PAGE INTENTIONALLY LEFT BLANK



Serving Sutter and Yuba Counties

RECEIVED

JAN 28 2013

Clerk/Board of Supervisors

938 14th Street
Marysville, CA 95901
(530) 634-7659
FAX (530) 634-7660
www.fraqmd.org

David A. Valler, Jr.
Air Pollution Control Officer

December 7, 2012

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

RE: Feather River AQMD Board Appointment

Dear Mr. Bendorf;

In accordance with the Feather River Air Quality Management District's Unification Agreement, it is necessary that the Yuba County Board appoint three representatives and one alternate member to our Board of Directors for the coming year as Yuba County has the majority of the Board. In addition, the Yuba County Board will need to approve any new representatives that are to be appointed by the Sutter County Board and this must be accomplished prior to our first meeting.

The first meeting of the FRAQMD Board of Directors is scheduled for February 4, 2013. Please note the FRAQMD Board schedule is the first Monday of every other month beginning with February. If the Monday falls on a holiday, the meeting will be held the following Wednesday.

If you have not already done so, please ensure that your Board appoints the needed representatives. I will notify you as soon as the Sutter County Board makes its appointment.

If you have any questions, please contact LuAnn Cassi, Administrative Services Officer at (530) 634-7659 extension 204.

Sincerely,

David A. Valler Jr.
Air Pollution Control Officer

cc: Donna Stottlemeyer, Clerk of the Board

THIS PAGE INTENTIONALLY LEFT BLANK

The County of Yuba

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



JANUARY 15, 2013 - MINUTES

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

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - All Present.

MOTION: Move to add to closed session as item "D" pending litigation, *Tull vs. the Yuba County*, as the need to take action arose subsequent to the agenda being posted

MOVED: Hal Stocker

SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

Chairman Vasquez commented on areas of focus during the coming year including customer service, economic development, and felt the County would see great accomplishments.

- 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: Hal Stocker

SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

A. Board of Supervisors

1. Approve Board of Supervisors meeting schedule for 2013 and cancelling certain meetings. (002-13)
Approved meeting schedule and cancelling the following meetings:
February 19 - March 5 - April 9 - May 28 - June 11 - July 2 - August 6 and 20 - September 3 - November 19 - and December 3, 2013
2. Appoint Robert Gaschke to Yuba County Fish and Game Advisory Commission as the North Yuba Water Agency representative for a term to expire December 31, 2016. (003-13) Appointed.

B. Child Care Planning Council of Yuba and Sutter Counties

1. Approve Certification Statement regarding Composition of Local Planning Council and authorize the Chair to execute same. (004-13) Approved.

C. Clerk of the Board of Supervisors

1. Approve meeting minutes of December 11 and 18, 2012 and January 7, 2013. (005-13) Approved.
2. Appoint Theresa Hamilton, Rosemary Daoust, and David McConnell to the Yuba County Economic Development Advisory Committee to serve at the pleasure of the Board. (006-13) Approved.
3. Appoint Vera Correa to the Community Services Commission as the District Three Representative for a term to end December 31, 2016. (007-13) Approved.
4. Reappoint Erica O Jeffrey to the Sutter-Yuba Mosquito and Vector Control District for a term to end December 31, 2016. (008-13) Approved.

D. Community Development and Services

1. Approve floodplain development variance for agricultural storage building at 8947 State Route 70. (009-13) Approved.
2. Approve minor amendments to agreements with AECOM and EPS regarding Magnolia Ranch Project and authorize the Chair to execute same. (010-13) Approved.
3. Approve contract agreement with Mark Thomas & Co. for design of New York House Board over Dry Creek Bridge Replacement project and authorize the Chair to execute same. (011-13) Approved.
4. Approve amendment to agreement with Drake Haglan & Associates, Inc. for Timbuctoo Road over Deep Ravine No. 1 Bridge replacement project and authorize the Chair to execute same. (012-13) Approved.
5. Accept Smartsville (Chuck Yeager) Road over Vineyard Creek Bridge replacement project as complete and authorize the Public Works Director to sign and record the Notice of Completion. (013-13) Approved.

E. County Administrator

1. Approve Regional Waste Management Authority grant application for CalRecycle Fiscal Year 2013/2014 Local Government Waste Tire Cleanup and Amnesty Grant, and authorize the County Administrative Officer to execute submittal letter. (014-13) Approved.

F. Library

1. Adopt resolution authorizing application for the Walmart Community Grant for funding literacy program and authorize the Community Development and Services Agency (CDSA) Director to execute documents and authorize acceptance and transfer of funds. (015-13) Adopted Resolution No. 2013-01 on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING THE YUBA COUNTY LIBRARY TO APPLY FOR THE WALMART COMMUNITY GRANT FOR FUNDING TO PROMOTE LITERACY FOR

CHILDREN AGED 0-12 YEARS, AND AUTHORIZING THE CDSA DIRECTOR TO EXECUTE DOCUMENTS AS REQUIRED BY THE GRANT, AND AUTHORIZE ACCEPTANCE AND TRANSFER OF FUNDS."

IV. SPECIAL PRESENTATION

- A. Recognize the Office of Clerk-Recorder/Registrar of Voters Department for outstanding customer service. (No background material) (Five minute estimate) (016-13) Chairman Vasquez recapped the many ways the office provides customer service and presented the Clerk and staff a plaque of recognition.
- B. Present proclamation to Bill Harris. (No background material) (Five minute estimate) (017-13) Chairman Vasquez read and presented the proclamation to Mr. Bill Harris for his service to the City of Marysville.
- C. Receive economic development presentation (new business). (Fifteen minute estimate) (No background material) (018-13) County Administrator Robert Bendorf introduced Chief Executive Officer Todd Rudd RelyAid Global Healthcare, LLC.

Mr. Rudd acknowledged county staff assisting with the County process of establishing the business and provided a PowerPoint presentation on the Olivehurst glove manufacturing business located on Furneaux Road with a startup date of April 2013. Mr. Rudd responded to Board inquiries.

V. PUBLIC COMMUNICATIONS:

Ms. Cynthia Verrill advised a request to waive the \$52 planning review fee regarding a bingo license was submitted to the Board of Supervisors for consideration.

VI. COUNTY DEPARTMENTS

A. Community Development and Services

- 1. Receive Draft Olivehurst Revitalization Plan and provide direction as appropriate. (Fifteen minute estimate) (019-13) Planning Director Wendy Hartman provided a PowerPoint presentation recapping the Plan goals, opportunity sites, design guidelines, and implementation. Ms. Hartman responded to Board inquiries throughout the presentation and received direction to include graph regarding zone changes and text to better identify parking on 7th Avenue.

Supervisor Griego left the meeting at 11:55 a.m.

VII. CORRESPONDENCE - (019-13)

- A. Letter from GoRail regarding freight rail infrastructure. Received
- B. Minutes from California Wildlife Conservation Board for meeting of August 30, 2012. Received
- C. Memo from California State Board of Equalization regarding calendar for valuation of public utilities and railroads. Received
- D. Two notices from California Fish and Game Commission relating to mammal hunting regulations and ocean salmon sport fishing. Received

- E. Notice from Smartsville Cemetery District indicating no amendment is required to the conflict of interest code. Received

VIII. BOARD AND STAFF MEMBERS' REPORTS

Supervisor Nicoletti:

- Introduced Ms. Codi Walker, Office of Education
- Dining of the Decades supporting the Yuba County History Museum
- Cancer Center expansion open house held January 10, 2013
- Fundraiser for Brownsville Senior Meal Program
- Memorial Adjournment - Mr. Gary Howard, Mr. Frank Nisonger, Mrs. Peggy Repka

Supervisor Stocker:

- Memorial Adjournment - Mrs. Erma Jean Wright, Mr. Peggy Swearingen
- Proclamation for Mrs. Alice Rodenberg

Supervisor Griego rejoined the meeting at 11:58 a.m.

Supervisor Abe:

- Retirement of Capt. Chandless held December 19, 2012
- Golden State Risk Management meeting held January 7, 2013
- Meeting with Congressman Garamendi January 10, 2013
- Sierra Sacramento Valley EMS Directors meeting held January 11, 2013
- First annual Walnut Day held January 14, 2013 at the Yuba Sutter Fairgrounds
- First Thursday Dinner held by Local Government Commission
- RCRC annual installation of officers January 16, 2013
- Memorial Adjournment - Mr. Stephen Harrison

Supervisor Griego:

- Memorial Adjournment - Mr. Gordon Grant
- Congressmen Garamendi's new district office in Yuba City
- Various meeting with SACOG

Supervisor Vasquez:

- Memorial Adjournment - Mr. Allen Wayne Moser
- Cancer Center expansion open house held January 10, 2013
- Museum of the Forgotten Warrior Repatriation Ceremony of four Dog Tags from Vietnam held January 11, 2013

IX. CLOSED SESSION: The Board retired into closed session at 12:11 p.m. and returned at 1:15 p.m.

- A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/YCEA/ Unrepresented and County of Yuba Board direction provided
- B. Personnel pursuant to Government Code §54957(a) - Reappointment County Counsel Postponed
- C. Pending litigation pursuant to Government Code §54956.9(a) - Tull vs. Yuba County et al No announcement

- X. ADJOURN: 1:16 p.m. by Chairman Vasquez in memory of Mrs. Erma Jean Wright, Mrs. Peggy Repka, Mr. Peggy Swearingen, Mr. Grodon Grant, Mr. Gary Howard, Mr. Frank Nisonger, Mr. Stephen Harrison, Mr. Allen Wayne Moser

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

THIS PAGE INTENTIONALLY LEFT BLANK

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

February 05, 2013

To: YUBA COUNTY BOARD OF SUPERVISORS

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

Subject: APPROVAL OF AMENDED HAMMON GROVE and SYCAMORE RANCH CARETAKER AGREEMENT
 WITH WESLEY DALE EVERETT

Recommendation

Approve the amended Hammon Grove and Sycamore Ranch Caretaker Agreement with Wesley Dale Everett for the term of one year.

Background

On September 11th 2012, your Board approved an additional one year agreement with Wesley Dale Everett to continue serving as the Hammon Grove/Sycamore Ranch Caretaker. However, since assuming responsibility for both parks, Mr. Everett has been incurring out of pocket fuel costs associated with traveling between the two facilities. The amendment to the original Agreement allows Public Works to provide a fuel stipend to the Caretaker not to exceed \$100 per month.

Discussion

Since May 27th, 2008, Mr. Everett has satisfactorily served in the capacity of the Hammon Grove Caretaker. During that time, he has become an asset to the County by keeping a watchful eye over the park and has been diligent in his duties to maintain the aesthetic integrity of the premises. In recent years, his duties have expanded to include Sycamore Ranch, where he now resides as the caretaker of both facilities. Mr. Everett takes much pride in his position and is ambitious in helping the County with its endeavor to improve the overall experience at Hammon Grove and Sycamore Ranch.

Hammon Grove and Sycamore Ranch have continued to see growth in the number of patrons. Of course, coinciding with this growth is an increased demand for maintenance and oversight. Since Mr. Everett has volunteered his services, the park has been dramatically cleaner and has seen far fewer acts of vandalism.

Committee Action

The Land Use and Public Works Committee recommended this item for approval on January 22nd, 2013.

Fiscal Impact

The Hammon Grove/Sycamore Ranch caretaker is a voluntary position and Mr. Everett will not receive any financial compensation other than the fuel stipend as detailed in the amendment. Despite the resulting annual expense of \$1,200, the County will continue to recognize a significant cost savings by not having to pay overtime to employees for opening and closing the park daily.

**CARETAKER MAINTENANCE AGREEMENT
SYCAMORE RANCH AND HAMMON GROVE PARK**

This Caretaker Maintenance Agreement, (hereinafter referred to as "Agreement") is made and entered into by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **WESLEY DALE EVERETT**, an independent contractor, (hereinafter referred to as "CARETAKER"), this 5th day of February, 2013.

WHEREAS, COUNTY is the owner of all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

Sycamore Ranch:

Parcel 1:

Lot 4, Section 22, Township 16 North, Range 5 East, MDB&M.

Parcel 2:

Portion of the South half of the Northwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., and being more particularly described as follows:

Beginning at the one-quarter corner common to Sections 21 and 22, of said Township and Range; thence North 0 degrees 01 minutes 50 seconds West along the Westerly line of said Section 22, a distance of 211.80 feet to the centerline of the State Highway; thence along the centerline of the State Highway the following course and distances: North 67 degrees 21 minutes 30 seconds East, a distance of 333.84 feet to the beginning of a curve to the right with a radius of 2000 feet, and a central angle to 27 degrees 20 minutes a distance of 954.11 feet; thence South 85 degrees 18 minutes 30 seconds East to a point which is North 74 degrees 10 minutes East, a distance of 1622.74 feet and North 50 feet from the quarter corner common to Sections 21 and 22; thence South 50 feet to the Northwesterly corner of the land conveyed to the County of Yuba be deed recorded March 8, 1948, in Volume 119 of Official Records, Page 349 Yuba County records; thence South 23 degrees 41 minutes 30 seconds East along the Westerly line of the land conveyed to the County of Yuba, a distance of 490 feet to the East and West centerline of Section 22; thence North 89 degrees 55 minutes 30 seconds West along said East and West centerline of said Section a distance of 1750 feet, more or less, to the point of beginning.

Parcel 3:

Northwest quarter of the Southwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., as shown upon the U.S. Surveyor General's Amended Plat filed August 17, 1898.

Hammon Grove:

That portion of the north ½ of Section 22, Township 16 north, Range 5 east, Mount Diablo Base and Meridian, beginning at a point on the southerly right of way line of California State Highway, Yuba-15-A, from which point the west quarter corner of said Section 22 bears S. 74d 10' 50" W. 1622.47 feet; thence from said point of beginning along a curve to the right from a tangent that bears S. 88d 39' 04" E. with a radius of 4450 feet, through an angle of 3d 20' 34" a distance of 259.62 feet (the chord of which bears S. 86d 58' 47" E. 259.61 feet); thence along the southerly right of way line of said State Highway S. 85d 18' 30" E. 766.98 feet; thence S. 23d 51' 15" W. 74.98 feet; thence S. 52d 02' 45" W. 559.05 feet; thence S. 69d 12' 30" N. 309.70 feet; thence N. 23d 41' 30" W. 653.92 feet to the point of beginning, containing 7.87 acres more or less.

WHEREAS, COUNTY has leased in the past, intends to lease in the future, and ultimately intends to acquire title from the United States Bureau of Land Management, the following real property situated in the County of Yuba, State of California, and more particularly described as follows:

Lots 5 and 8 of Section 22, Township 16 North, Range 5 East, M.D.M. according to Dependent Resurveys by the United States Department of the Interior, Bureau of Land Management, accepted July 24, 1997.

For purposes of this Agreement, both of the above parcels are referred to as the "Park Property."

WHEREAS, said Park Property is devoted to and held for ultimate use for park and recreation purposes; and, thus, County is empowered under the provisions of Section 25536 of the California Government Code to enter into management and operation agreements involving all or any portion of said property without complying with the provisions of Title 3, Division 2, part 2, Chapter 5, Article 8 (commencing with Section 25520) of the California Government Code; and

WHEREAS, COUNTY desires to protect the Park Property from vandalism and theft and desires to enhance the park for recreational purposes for the benefit of the public; and

WHEREAS, CARETAKER'S presence on the Park Property will further the purpose of enhancing the park for recreational purposes for the benefit of the public and the County will provide provisions rent free for the CARETAKER to carry out this role.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS AND CONDITIONS

1. CONDITION OF AGREEMENT

This Agreement is subject to the provisions of that certain deed, dated March 1, 1948, executed by Yuba Consolidated Gold Fields, conveying title of the Park Property to County which requires the COUNTY to use the Park Property solely for recreational purposes for the benefit of the public. COUNTY AND CARETAKER hereby warrant that this agreement is executed for the purpose of enhancing recreational uses as a benefit to the public and CARETAKER agrees to use the Park property consistent therewith.

This Agreement is further subject to the provisions of Chapter 8.79 of Title VIII of the Yuba County Ordinance Code which governs the use of Hammon Grove Park and Sycamore Ranch, and CARETAKER warrants and certifies that it has read, is familiar with, and understands the provisions of Chapter 8.79.

2. TERM OF AGREEMENT

The term of this Agreement shall continue in effect from the date hereinabove written for a period of 1 YEAR. COUNTY grants to CARETAKER an option to renew this Agreement, subject to renegotiation as to the terms, conditions, and consideration, for an additional 1 YEAR. In the event CARETAKER desires to exercise the option herein granted, it shall notify COUNTY, in writing, by registered mail, at least 60 DAYS prior to the expiration of the initial term. In the event, CARETAKER fails to so notify COUNTY as hereinabove provided, then and in that event, the option shall be null and void. In the event COUNTY and CARETAKER are unable to agree upon the terms, conditions, and consideration for the renewal period at least 30 DAYS prior to expiration of the initial term, then the option shall be null and void.

In the event the lease between the Bureau of Land Management and the County of Yuba is canceled or otherwise terminated and the COUNTY does not acquire title to the leased property, then this Agreement shall remain in effect only with respect to property owned by the County of Yuba.

3. CONSIDERATION

Caretaker shall receive no financial compensation from County as a result of this agreement.

A. CARETAKER shall provide the following described services upon the Park Property:

1. Caretaker must be 21 years of age or older and reside on the premises with no more than 1 additional person who is at least 21 years of age. Caretaker to provide a self-contained recreational vehicle no longer than 40 feet and no wider than 9 feet and said vehicle shall be properly registered and insured. Tents or tent type campers will not be permitted. No other structures, corrals, pens or cages will be constructed. Upon completion of the contract the area will be vacated and left clean. The County will not be responsible for any costs incidental to moving onto, setup or moving away from the site.
2. Caretaker shall provide their own transportation at no expense to the County in the performance of the duties required. All vehicles used by Caretaker shall be properly registered and insured.
3. Open the park daily thirty (30) minutes before sunrise and close the park no later than thirty (30) minutes after sunset.
4. Maintain toilet facilities daily to assure cleanliness and adequate hygiene supplies.
5. Water grass areas and trees per watering schedule.
6. Post park reservation schedules.
7. Maintain watchful care over the park property, buildings and equipment and contact the appropriate police, fire protection agency, and/or Yuba County authorities when the need arises.
8. Check and clean park daily.
9. Empty trash receptacles as necessary
10. Maintain presentable personal appearance during open park hours and when in contact with the public. Caretaker will wear a shirt, pants (or shorts), footwear and nametag (to be worn during open park hours).

B. COUNTY shall provide the following described services and materials to the CARETAKER upon the Park Property for the execution of his/her duties as detailed above:

1. Recreational vehicle facilities for the caretaker to include a paved auto

parking area at Sycamore Ranch, level pad for a recreation vehicle not longer than 40 feet and no wider than 9 feet, non-potable water, sewer and 110-volt electrical hookups.

2. Supplies necessary to keep the restrooms clean, trash bags for receptacles.
3. Phone for caretakers use, local access only and an answering machine for messages.
4. High speed internet access to accommodate email correspondence with the office.
5. Monthly fuel stipend not to exceed \$100 to accommodate daily passage between the two parks.
6. Caretaker nametag.

4. INSURANCE

Prior to rendering services provided by the terms and conditions of this Agreement, COUNTY shall acquire and maintain during the term of this Agreement, general liability insurance coverage for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicles(s) and trailer. The limits of insurance herein shall not limit the liability of the CARETAKER hereunder.

4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement.

4.2 MINIMUM SCOPE OF INSURANCE. COUNTY shall procure insurance covering general liability for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicle(s) and trailer. Coverage shall be at least as broad as:

a. Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the COUNTY Risk Manager prior to acceptance of the Agreement.

b. Insurance Services Office Business Auto Coverage form Number CA 0001 0187 covering Automobile Liability, code I "any auto" and Endorsement CA 0029.

4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverage's.

(i) The COUNTY and its officers, employees and volunteers are to be covered as insured with respect to: liability arising out of automobiles owned, leased, hired or borrowed by or on the behalf of the CARETAKER; and with respect to liability arising out of work or operation performed by or on behalf of the CARETAKER; including materials, parts or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

(ii) The CARETAKER'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers and any other insured's under this Agreement. Any insurance or self-insurance maintained by the County, its officials, employees and volunteers or other insured shall be excess of the CARETAKER'S insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees and volunteers or other insureds under this agreement.
- (iv) The insurance policy required by this clause shall be endorsed to state that the CARETAKER'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.

c. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, 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.

4.4 ACCEPTABILITY OF INSURERS. CARETAKER'S insurance is to be placed with insurers with a current A.M. Best's rating of not less than that of A:VII. It is understood that the COUNTY shall self insure for general liability exposure.

4.5 MINIMUM LIMITS OF INSURANCE.

1. COUNTY shall maintain limits no less than:

a. Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. CARETAKER shall maintain limits no less than:

a. Automobile Liability: \$100,000 combined single limit per accident for bodily injury or property damage.

4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, 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 officials, employees and volunteers; or, the CARETAKER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.8 VERIFICATION OF COVERAGE.

a. CARETAKER shall furnish COUNTY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsements(s) for each insurance policy are to be signed by a

person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsements(s) are to be on forms approved by the COUNTY before CARETAKER may reside on Park Property. COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

b. CARETAKER shall not reside on Park Property under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CARETAKER has delivered the certificate(s) of insurance and endorsements(s) to COUNTY as previously described. If CARETAKER shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CARETAKER to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CARETAKER shall be for a period of time sufficient to cover the term of the Agreement. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CARETAKER will deliver to COUNTY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

5. IMPROVEMENTS AND ALTERATIONS

Any improvements, modifications, attachments and appurtenances made to the premises by CARETAKER shall become the sole and exclusive property of COUNTY on termination of this Agreement. Any alterations or improvements shall be done at the expense of the CARETAKER and are permitted only with the prior written consent and approval by the COUNTY of plans and specifications submitted by CARETAKER. No allowance will be granted by COUNTY for CARETAKER'S costs of improvements except by specific written agreement approved in advance. Any such agreement shall become a part of this Agreement.

CARETAKER shall submit, prior to the commencement of construction of any improvement, fixture or appurtenance, a development plan, showing the location, type of construction and external appearance of said facility or facilities. The development plan shall be submitted to and approved by the Yuba County Board of Supervisors. All improvements shall conform to and comply with the development plan as approved.

6. MAINTENANCE

CARETAKER shall maintain all property situated on the Park Property in a safe, clean and orderly manner, including any improvements made subsequent to the commencement of the Agreement. In addition, CARETAKER shall surrender the premises in good and sanitary conditions, excepting reasonable wear and tear.

7. USE OF PREMISES

The Park Property shall be used, occupied and conducted exclusively as and for a public park. CARETAKER agrees not to use or permit the use of the premises in any illegal manner, and further agrees that it will not conduct any business in violation of Federal, State or County laws,

rules or regulations or in such a manner as to interfere with use of the general premises by COUNTY, the public, or other occupants or to create a nuisance thereon.

8. INSPECTION

COUNTY shall have the right to inspect the Park Property at any reasonable time. In the event of fire or other imminent catastrophe, COUNTY, or its agents shall have the right to force entry at any time.

9. NO AGENCY, EMPLOYEE, OR REPRESENTATIVE RELATIONSHIP

For all purposes arising under this Agreement, CARETAKER and each and every employee, agent, servant, partner, shareholder, contractor, and subcontractor of CARETAKER shall not be for any purpose of this Agreement, an employee, agent, representative, or independent contractor of COUNTY. The following shall apply under this Agreement:

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

B. CARETAKER shall be responsible to the COUNTY for the requirements and results specified by this Agreement and shall not be subject to the COUNTY'S control with respect to the means, method, physical actions or activities of CARETAKER in fulfillment of the services to be provided by CARETAKER.

C. CARETAKER is not, and shall not be entitled to receive from, or through the COUNTY and COUNTY shall not provide, or be obligated to provide, the CARETAKER with Worker's Compensation coverage, unemployment insurance coverage or any other type of employee or workers insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

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

E. CARETAKER shall not be entitled to participate in, or receive any benefit from, or make any claim against, or fringe benefit program, including, but not limited to, COUNTY'S pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY'S employees

F. COUNTY shall not withhold or pay, on behalf of CARETAKER, any federal, state or local tax, including, but not limited to, any personal income tax, owed by CARETAKER.

G. CARETAKER shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY or any of COUNTY'S departments, agents, or employees in any way without the written consent of the COUNTY.

10. POSSESSORY INTEREST

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. For all purposes of compliance by COUNTY with the provisions of the California Revenue and Taxation Code, 107.6, this recital shall be deemed full compliance by the County of Yuba. All questions of initial determination of possessory interest and evaluation of such interests, if any, shall be the responsibility of the Yuba County Assessor. A taxable possessory interest may be created by this Agreement. Such an interest may be subject to property taxation if created; and the party in whom such an interest is vested shall be subject to the payment of property taxes levied on such an interest.

11. TAX LIABILITY

CARETAKER agrees to pay all federal and state employment, income, or other taxes which may arise as a result of this Agreement, and to indemnify the COUNTY in the event COUNTY is found liable for payment of any such tax on behalf of CARETAKER.

12. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assigned, either in whole or in part, nor shall use of the property or any portion thereof be assigned without prior written consent of COUNTY. Any attempted assignment in violation of this paragraph is void. The use of a subcontractor or assignee shall not relieve CARETAKER of any of its obligations under this Agreement and CARETAKER shall be as responsible for the activities of any subcontractor or assignee as it is for its own activities.

13. HOLD HARMLESS

CARETAKER 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 CARETAKER, in the performance of services rendered under this Agreement by CARETAKER, or any of CARETAKER'S officers, agents, employees, contractors, or subcontractors.

14. NATURAL DISASTERS

CARETAKER acknowledges they are aware that portions of Park Property are subject to flooding and are at risk for potential forest fires. COUNTY will not be responsible for any damages or injuries to CARETAKER or CARETAKER'S property resulting from such disasters.

15. CONDEMNATION

In the event of the taking of either the whole or part of the Park Property by any public authority or entity under eminent domain, or similar statutes, the COUNTY, at COUNTY'S election, may terminate this Agreement forthwith, and CARETAKER shall have no right to participate in any of the compensation generated by said eminent domain proceedings.

16. TERMINATION

The COUNTY, in its sole discretion, may terminate this Agreement without cause and require the removal of the CARETAKER from park property upon ten (10) days written notice.

17. NON-DISCRIMINATION

Throughout the duration of this Agreement, CARETAKER shall not unlawfully discriminate against any employee of the CARETAKER or of the COUNTY or applicant for employment or for services or any member of the public because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. CARETAKER 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. CARETAKER 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. CARETAKER shall also abide by the Federal Civil Rights Acts of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CARETAKER shall give written notice of its obligations under this clause in any labor agreement. CARETAKER shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

18. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, CARETAKER 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, members of the public, or recipients of services.

19. 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.

20. COMPLETENESS OF INSTRUMENT

This Agreement 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.

21. SUPERSEDED 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.

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.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the objective 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.

24. PARTIAL INVALIDITY

If any term, covenant, phrase, 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.

25. 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.

26. CONTROLLING LAW

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

27. 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.

28. CONFLICT OF INTEREST

Neither an employee of COUNTY whose position with 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 CARETAKER herein, or have any other direct or indirect financial interest in this Agreement.

29. NOTICES

All notices and demands of any kind which either Party may require or desire to service 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:

COUNTY:

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

With a copy to:

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

CARETAKER:

Wesley Dale Everett
Sycamore Ranch
5390 Highway 20
Browns Valley, CA 95918

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


COUNTY OF YUBA

CARETAKER

By _____,
Chair
Yuba County Board of Supervisors

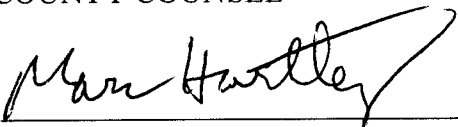

Wesley Dale Everett

INSURANCE PROVISIONS APPROVED

By 
Martha K. Wilson,
Risk Manager

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:
ANGIL MORRIS -JONES
COUNTY COUNSEL


Ann Hartley

THIS PAGE INTENTIONALLY LEFT BLANK

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



041-13

749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5424

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

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

PLANNING
749-5470 • Fax 749-5434

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

Date: February 5, 2013

To: Yuba County Board of Supervisors

From: Sean Powers, Director of Finance and Administration

A handwritten signature in black ink, appearing to read "Sean Powers", is written over a horizontal line.

Subject: Acquisition of Single Family Residence APN 021-031-014 for the Neighborhood Stabilization Program

Recommendation:

Adopt the attached resolution authorizing the Community Development Director or his designee to complete the purchase of single family residence APN 021-031-014 as part of the Neighborhood Stabilization Program and execute all documents needed for completion of purchase, rehabilitation, and resale.

Background:

The goal of the County of Yuba Neighborhood Stabilization Program is to stabilize property values and homeownership rates in neighborhoods impacted by foreclosures. The County of Yuba has been awarded \$4,265,711 under the Neighborhood Stabilization Program allocation per agreement 11-NSP3-8112 for acquisition, rehabilitation, and resale single family homes. The activities are to be primarily performed in census tract number 0403.00 in the areas of Marysville and Linda.

Discussion:

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

Committee Action:

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

Fiscal Impact:

The purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program. The purchase price of for APN 021-031-014 is estimated to be \$50,000.

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

**RESOLUTION AUTHORIZING YUBA COUNTY)
COMMUNITY DEVELOPMENT AND SERVICES)
AGENCY DIRECTOR OR HIS DESIGNEE TO)
COMPLETE THE PURCHASE OF SINGLE FAMILY)
RESIDENCE APN 021-031-014 AS PART OF THE)
NEIGHBORHOOD STABILIZATION PROGRAM)
AND EXECUTE ALL DOCUMENTS NEEDED FOR)
COMPLETION OF PURCHASE, REHABILITATION)
AND RESALE.)**

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program and the purchase price of APN 021-031-014 is estimated to be \$50,000.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director or his designee to complete the purchase, rehabilitation and resale of APN 021-031-014 and execute any necessary documents, subject to County Counsel review.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2013 by the following vote:

AYES:

NOES:

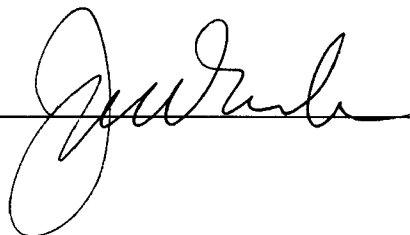
ABSENT:

ABSTAIN:

CHAIR

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

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

FEBRUARY 5, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Accept La Porte Road Bridge Replacement at New York Creek 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:

Shasta Constructors, Inc. was awarded the contract for La Porte Road Bridge Replacement at New York Creek on February 7, 2012. The project consisted of removal of an existing bridge and roadway approaches and construction of a new bridge and approaches on La Porte Road at New York Creek. The actual construction cost was \$1,026,577. Of the total construction amount \$5,099 was nonparticipating work for the installation of waterline supports on the bridge. This nonparticipating work was performed for the North Yuba Water District and has been reimbursed.

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 construction phase of this project, including construction engineering, was funded 88.53% through the Highway Bridge Program and the remaining 11.47% was funded by the Road Fund. The nonparticipating work was funded solely by the North Yuba Water District.

THIS PAGE INTENTIONALLY LEFT BLANK

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

February 5, 2013



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: ACQUISITION OF REAL PROPERTY ON NORTH SIDE OF FEATHER RIVER BOULEVARD, BEING A PORTION OF APN 022-010-012, FROM STEELE 1994 FAMILY TRUST (CHRISTOPHER R. STEELE, TRUSTEE) FOR THE FEATHER RIVER BOULEVARD INTERCHANGE PROJECT

RECOMMENDATION:

Adopt the attached resolution authorizing the Public Works Director to complete the purchase of a portion of APN 022-010-012 from the Steele 1994 Family Trust (Christopher R. Steele, Trustee), including the execution of any necessary documents subject to County Counsel review.

BACKGROUND:

Yuba County is proposing to replace the existing at-grade signalized intersection of Feather River Boulevard and State Route 70 with an interchange. The interchange improvements require the acquisition of some right of way. The subject acquisition is the final piece of right of way needed for the project.

DISCUSSION:

The subject property is located on the North side of Feather River Boulevard, west of SR 70. The County is acquiring 12,553 square feet of fee title property, 7,307 square feet of public utility easement, and 7,307 square feet of temporary construction easement. A mutually acceptable purchase price for the property was negotiated at \$66,700. Additional terms of the agreement include the County installing landscape bark in the acquisition area, as well as issuing a grading permit(s) to the property owner at no charge so he may grade the remainder of his property.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as the terms of the purchase were previously discussed with the full Board.

FISCAL IMPACT:

The negotiated purchase price for the property acquisition is \$66,700. The issuance of a grading permit will also result in the loss of approximately \$2,000 in revenue.

THIS PAGE INTENTIONALLY LEFT BLANK

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

IN RE RESOLUTION AUTHORIZING)
THE PURCHASE OF REAL PROPERTY)
FROM CHRISTOPHER R. STEELE,)
TRUSTEE OF THE STEELE 1994 FAMILY)
TRUST, BEING A PORTION OF APN)
022-010-012, AND AUTHORIZING THE)
PUBLIC WORKS DIRECTOR TO EXECUTE)
ALL DOCUMENTS REQUIRED TO)
FINALIZE SAID PURCHASE)

RESOLUTION NO. _____

WHEREAS, Steele 1994 Family Trust (Christopher R. Steele, Trustee) owns the real property consisting of APN 022-010-012); and

WHEREAS, a strip along the southern portion of APN 022-010-012 is needed for the Feather River Boulevard Interchange project; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Public Works Director to complete the purchase of the portion of APN 022-010-012 needed for the Feather River Boulevard Interchange project, and execute any necessary documents needed to complete the purchase/escrow, subject to County Counsel review.

PASSED AND ADOPTED this _____ day of _____
2013, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

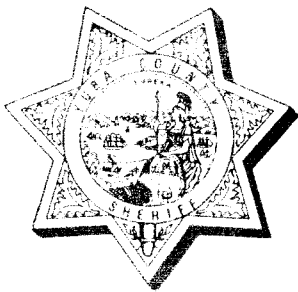
ABSTAIN:

Andy Vasquez, Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

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

By: _____

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

044-13



FEBRUARY 5, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

RE: AGREEMENT WITH DEPARTMENT OF AGRICULTURE, TAHOE NATIONAL FOREST

RECOMMENDATION:

Approve and sign the cooperative agreements with the U.S. Forest Service to provide campground patrols on U.S. forestland.

BACKGROUND:

This is an annual agreement, which has been in effect for many years, and requires Board of Supervisor's approval to provide law enforcement services on a reimbursable basis. The Sheriff's Department provides campground patrols in areas of both the Tahoe and Plumas National Forests. The agreements will provide reimbursement in the amount of \$8,000 for campground patrols.

DISCUSSION:

The Sheriff will provide reimbursable law enforcement services to the Tahoe National Forests in accordance with the attached agreements. The Sheriff has adequate resources to provide the services in the same manner as provided in past years.

FISCAL IMPACT:

None. The agreements provide reimbursement from the U.S. Forest Service for law enforcement services rendered, creating additional revenue for the Sheriff's Department.

COMMITTEE ACTION:

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

THIS PAGE INTENTIONALLY LEFT BLANK



USDA, Forest Service

OMB 0596-0217
FS-1500-8A

FS Agreement No. 12-LE-11051360-003
 Modification No. Mod 4
 Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN &
FINANCIAL PLAN**

**Between The
YUBA COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE AND PLUMAS NATIONAL FORESTS**

2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Yuba County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Tahoe and Plumas National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-003 executed on October 5, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending September 30, 2013.

FY2013 Total Annual Operating Plan: \$8,000.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Steve Durfor Sheriff, Yuba County Yuba County Sheriff's Office 215 5 th Street – Suite 150 Marysville, CA, 95901 Telephone: 530.749.7779	Beckie Howard Yuba County Sheriff's Office 215 5 th Street – Suite 150 Marysville, CA, 95901 Telephone: 530.749.7731 Email: bhoward@co.yuba.ca.us



Ron Johnson
Patrol Captain
Yuba County Sheriff's Office
215 5th Street
Marysville, CA, 95901
Telephone: 530.741.6331

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Gary Barnett, Patrol Captain 9646 Donner Pass Road Truckee, CA 96161-2949 Telephone: 530-587-3558 x237 FAX: 530-587-4857 Email: gbarnett@fs.fed.us	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
	Suwannee Milburn, G&A Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 Email: semilburn@fs.fed.us

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

Salary (base)	\$35.00 per hour, \$45.00/with mileage
Salary (overtime)	\$52.50 per hour, \$62.50/with mileage
Per diem costs	\$39.00/m&ie + \$65.00/lodging,

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. The emphasis for patrols should be focused on periods of higher visitor use, typically Fridays, Saturdays and Sundays. Actual work schedules may be negotiated between the designated representatives

1. Patrol in the following campgrounds, developed sites, or dispersed areas:



Cooperator agrees to make patrols through the campgrounds and areas of concentrated use, including but not limited to the high use areas of Hornswoggle, Schoolhouse, Dark Day, and Oregon Creek. Patrols shall be conducted on a call when needed basis or as scheduled by the designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

Total reimbursement for this category shall not exceed the amount of: \$8,000.00.

- B. Cooperator personnel assigned to duties in Section II must be regular employees of the Yuba County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.

For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.



The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify



times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2013.

- a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
631 Coyote Street
Nevada City, CA 95959

- b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
Albuquerque Service Center
Payment – Grants and Agreements
101 B Sun Ave NE
Albuquerque, NM 87109
2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements
3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us



NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

- A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$8,000.00	
Training		
Equipment and Supplies		
Dispatch		
Special Enforcement Situations		
Total	\$8,000.00	

- B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. See *Cooperative Law Enforcement Agreement Provision IV-D*.



USDA, Forest Service

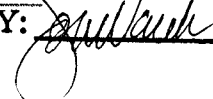
**SIGN
HERE**OMB 0596-0217
FS-1500-8A

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the
last date written below.

APPROVED AS TO FORM

ANGIL P. MORRIS-JONE

COUNTY COUNSEL

BY: 
STEVE DURFOR, Sheriff

Yuba County

Chair

Date

Date: 01/09/13

TOM QUINN, Forest Supervisor
U.S. Forest Service, Tahoe National Forest

Date


EARL W. FORD, Forest Supervisor
U.S. Forest Service, Plumas National Forest

Date

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this agreement have been reviewed and approved for
signature.


SUWANNEE MILBURN, Grants Management
Specialist
U.S. Forest Service, Pacific Southwest Region

Date

12/28/2012

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

THIS PAGE INTENTIONALLY LEFT BLANK



COUNTY
DEPARTMENTS

THIS PAGE INTENTIONALLY LEFT BLANK

The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

DAN M. MIERZWA
TREASURER & TAX COLLECTOR



GOVERNMENT CENTER
915 8th STREET, SUITE 103
MARYSVILLE, CA 95901-5273

TELEPHONE (530) 749-7840
FAX (530) 749-7844

January 16, 2013

TO: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector
Dan Mierzwa

RE: 2012/2013 Series B Wheatland Union High School District
Tax & Revenue Anticipation Notes

RECOMMENDATION:

Approve resolution providing for the County of Yuba stating it will not authorize the issuance and sale of Wheatland Union High School District 2012/2013 Series B Tax & Revenue Anticipation Notes.

BACKGROUND & DISCUSSION:

Government Code 53850 et seq. requires the approval of the Board of Supervisors as Wheatland Union High School District is not fiscally independent or adoption of a resolution not to issue on behalf of the District. By issuing a resolution that the County of Yuba will not authorize on behalf of the District, the District can issue on its own behalf. This will allow the District to participate in the California School Cash Reserve Program, which is a Joint Powers Authority that pools multiple school districts to achieve economies of scale and increased marketability of the TRANs. Additionally it is the opinion of Bond Counsel and County Counsel that we have no fiscal liability and this issue would have no affect on Yuba County's borrowing power. The copies of the resolution are on file in the Board of Supervisor's office.

FISCAL IMPACT:

None

COMMITTEE:

Has been bypassed do to routine nature of request.

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

**RESOLUTION RE: NOTIFICATON)
TO WHEATLAND HIGH SCHOOL)
DISTRICT, PURSUANT TO GC) RESOLUTION NO. _____
53835, THAT COUNTY WILL NOT)
ISSUE NOTE ON DISTRICT'S BEHALF)**

WHEREAS, The State of California (the State) has deferred a substantial amount of funding for county boards of education and school districts and this has complicated the cash flow management of such boards and districts; and

WHEREAS, school districts are authorized by Government Code section 23585 to borrow money in anticipation of deferred revenue from the State, the indebtedness to be represented by a note or notes referred to as a tax and revenue anticipation note (TRAN); and

WHEREAS, a TRAN may be issued by a County Board of Supervisors in the name of a school district or, alternatively, if the if the County Board of Supervisors, after a request in the form of a resolution from the school district, notifies the school district that it will not authorize the issuance of a TRAN, then the note or notes may be issued in the name of the school district pursuant to the previously adopted resolution; and

WHEREAS, the Wheatland High School District has, by resolution, expressed a need for cash flow borrowing and has elected to participate in a program sponsored by the California School Boards Association Finance Corporation to provide operating liquidity until the State disburses the deferred revenues in fiscal year 2013-2014. The California School Boards Association Finance Corporation program is a “pool” structured to

provide participating boards of education and school districts with economies of scale by reducing staff time and costs of issuance in TRAN borrowings; and

WHEREAS, Government Code section 53835 provides that the County Board of Supervisors is to issue TRANs on behalf of county boards of education and school districts. However, an exception applies to TRANs issued in conjunction with other TRANs. Under this exception if the County Board of Supervisors notifies the school district that it will not authorize the issuance of the TRAN, the TRAN may be issued by the school district in its own name; and

WHEREAS, a resolution from the County Board of Supervisors notifying the school district that the County will not issue a TRAN on the district's behalf will allow the school district to participate in the California School Boards Association Finance Corporation pool;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby states that it will not authorize the issuance of a mid-year tax and revenue anticipation note (TRAN) on behalf of the Wheatland High School District for the fiscal year 2012-2013;

BE IT FURTHER RESOLVED that the clerk of the Board of Supervisors is directed to notify the Wheatland High School District of this Resolution.

PASSED AND ADOPTED this _____ day of _____
2013, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

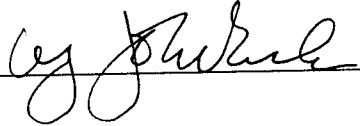
ABSENT:

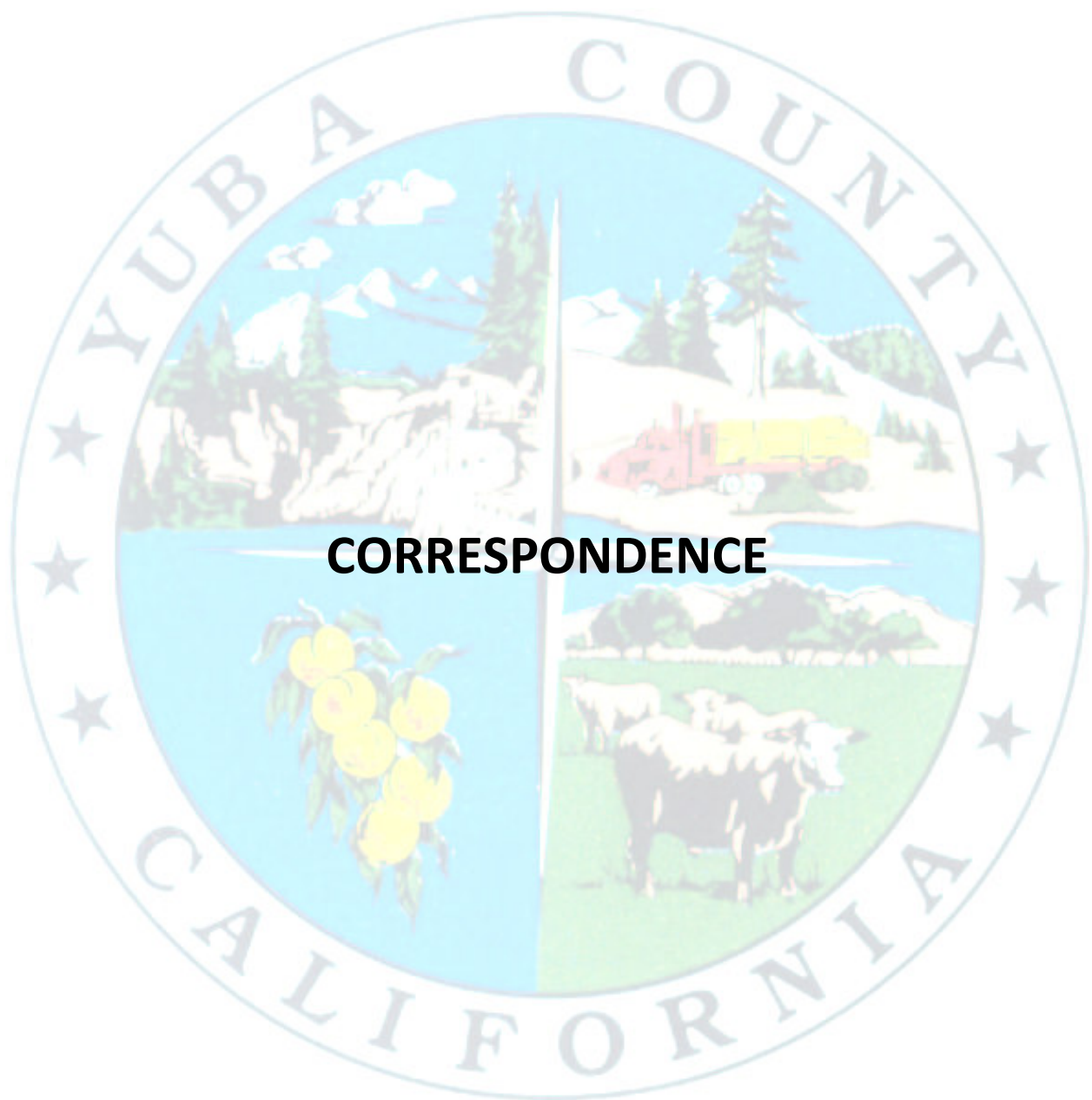
ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES







THIS PAGE INTENTIONALLY LEFT BLANK

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

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

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

Fish and Game Commission



RECEIVED

JAN 16 2013

Clerk/Board of Supervisors

January 16, 2013

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 1.74 and 701, Title 14, California Code of Regulations, relating to sport fishing report cards, which will be published in the California Regulatory Notice Register on January 18, 2013.

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

Dr. Craig Shuman, Marine Advisor to the Commission, (916) 215-9694 has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 205, 220, 1050, 1053.1, 1055.1 and 7380 of the Fish and Game Code and to implement, interpret or make specific sections 200, 202, 205, 206, 220, 240, 713, 1050, 1053.1, 1055.1, 7149.8, 7380, 7381, and 7382 of said Code, proposes to amend sections 1.74 and 701, Title 14, California Code of Regulations, relating to sport fishing report card requirements and fees.

Informative Digest/Policy Statement Overview

Under current regulations (Section 1.74, Title 14, CCR) recreational anglers are required to fill out report cards when fishing for salmon in the Klamath-Trinity River System and Smith River, steelhead trout, white sturgeon, red abalone and California spiny lobster. Report cards are valid during the open fishing season for a calendar year and are required to be returned to the Department at the address specified on the card by January 31 of the following year. Current regulations specify procedures to replace lost report cards and stipulate that any person who fails to return his report card by the deadline may be restricted from obtaining the same card in a subsequent license year or may be subject to an additional fee for the issuance of the same card in a subsequent license year.

Current fees for sport fishing forms and report cards are specified in Section 701, Title 14, CCR.

The proposed regulatory changes will enact a non-reporting fee to recover the increased costs of management of lobster due to non-reporting of report cards; adjust the duration of the lobster report card and timing of reporting to match the lobster season; modify replacement procedures for lobster, steelhead, and salmon report cards; simplify reporting procedures; and update regulatory language to make it consistent with new procedures made possible through the implementation of the Automatic License Data System (ALDS). The following is a summary of changes proposed to sections 1.74 and 701, Title 14, CCR.

- Require a non-return fee of \$20.00 to be applied at the time of purchase of a lobster report card for any individual who fails to return his lobster report card from the previous season by the deadline.
- Specify that lobster report cards shall be valid for the duration of the lobster fishing season and the deadline for the return of lobster report cards will be April 30 following the season for which the report card was valid.
- Update replacement report card procedures for lobster, steelhead and salmon report cards. Any person who loses his lobster, steelhead or salmon report card must provide a written affidavit to the Department that contains the following information:
 - A statement confirming that the originally issued report card cannot be recovered.
 - A statement of the cardholder's best recollection of the prior catch records that were entered on the report card that was lost.
 - A statement describing the factual circumstances surrounding the loss of the card.

- Simplify and clarify return and reporting procedures. Report cards sent by mail and not received by the Department will be assumed not returned and the individual will be required to report his report card as lost.

Editorial changes are also proposed to improve the clarity and consistency of the regulations.

The proposed regulations will benefit the environment in the sustainable management of California's sport fishing resources which in turn will benefit the health and welfare of California residents by encouraging outdoor exercise, consumption of nutritious food, intergenerational activities, and environmental awareness.

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. No other State agency has the authority to adopt sport fishing regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Resources Building Auditorium, 1416 Ninth Street, Sacramento, California, on Wednesday, February 6, 2013 at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Mt. Shasta Hatchery Museum #3 North Old Stage Road, Mount Shasta, California, on Wednesday, March 6, 2013 at 8:30 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before February 24, 2013 at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on March 4, 2013. All comments must be received no later than March 6, 2013, at the hearing in Mount Shasta, CA. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Sherrie Fonbuena at the preceding address or phone number. **Craig Shuman, Commission Marine Advisor, (916) 215-9694, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may

preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

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

Impact of Regulatory Action/Results of the Economic Impact Analysis

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

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

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

Economic impacts of fishing are attributable largely to fishing effort, fishing opportunity, and fishing success. The proposed regulations would not alter fishing effort, fishing opportunity, or fishing success. Over time, the enhanced management efforts are expected to improve fishing success.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California.

The Commission anticipates benefits to the environment through the sustainable management of California's sport fishing resources.

The Commission anticipates benefits to the health and welfare of California residents. Increased data to inform improved fisheries management is anticipated to increase outdoor recreational activities and encourage the consumption of fresh locally caught seafood.

The Commission does not anticipate any non-monetary benefits to worker safety.

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

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

The proposed fee assessed to anglers who fail to return their lobster report card is fully preventable and avoidable should an angler report or return his report card by the due date. In addition, if an angler did not return his report card by the due date, he has the option to wait a season and then be eligible to purchase a lobster report card without the additional fee.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts: None.

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

(h) Effect on Housing Costs: None.

Effect on Small Business

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

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Dated: January 8, 2013

Sonke Mastrup
Executive Director

THIS PAGE INTENTIONALLY LEFT BLANK



California Association of Psychiatric Technicians

January 17, 2013

46-13 **B**

The Honorable Andy Vasquez Jr.

Yuba County Board Chair

915 8th St. #109

Marysville, CA 95901

RECEIVED

JAN 18 2013

RE: SUPPORT OF "LAURA'S LAW" MENTAL-HEALTH PROGRAM IMPLEMENTATION

Clerk/Board of Supervisors

Dear Chair Vasquez Jr.,

As state president of our 14,000-member professional organization, I am again writing to encourage and respectfully request your county's implementation of "Laura's Law."

"Laura's Law" is a California state law allowing counties to implement court-ordered assisted outpatient treatment programs for those with serious mental illnesses. To qualify for the program, the person must have a serious mental illness plus a recent history of psychiatric hospitalizations, jailings or acts, threats or attempts of serious violent behavior towards himself/herself or others. The law is named after Laura Wilcox, a young woman from Nevada County who, along with two others, was killed by a man with serious mental illness who had refused treatment.

As state-licensed, -trained and -regulated mental-health and developmental-services nursing professionals, we Psychiatric Technicians are very familiar with the urgent and all-too-often unmet needs of Californians with mental illnesses and developmental disabilities, as well as the ongoing efforts of families to get timely care for their loved ones facing crises. Laura's Law would provide your county with a tool to help your mentally ill constituents who are facing suffering at best, and danger – and even death – at worst.

We know counties' budgets, as always, are tight, but with ongoing preventable tragedies throughout our state and our nation, we can no longer afford to be penny-wise and pound-foolish. In fact, Laura's Law has been shown to save money: Nevada County, where Ms. Wilcox was killed, has implemented an assisted outpatient treatment program that has saved more than \$200,000 and has received high honors from both the California State Association of Counties and the National Association of Counties.

We Psychiatric Technicians take a pledge to uphold the integrity, dignity and rights of those in our care. Laura's Law would help Californians in need by upholding their rights while allowing them to get the safe care they need to move toward health and healing.

We sincerely hope that 2013 will be the year that all California counties implement Laura's Law. Please contact me at (909) 595-1085 if I may be of any assistance on this issue.

Sincerely,

Tony Myers
CAPT State President

cc: Sutter-Yuba Mental Health

1220 S Street, Suite 100 ♦ Sacramento CA 95811-7138 ♦ (916) 329-9140 ♦ (800) 677-2278 ♦ FAX (916) 329-9145

BOS CORRESPONDENCE B

THIS PAGE INTENTIONALLY LEFT BLANK



1120 Sanctuary Pkwy
Suite 150
MC: GASASREG
Alpharetta, GA 30009
(770) 797-1070

RECEIVED

JAN 23 2013

Clerk/Board of Supervisors

RECEIVED BY EACH
BOARD MEMBER

January 16, 2013

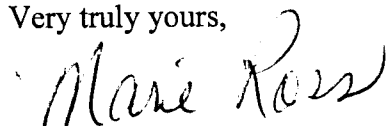
Ms. Anna Hom
Consumer Protection and Safety Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102
alh@cpuc.ca.gov

Re: Notification Letter for **Wheatland** of Sacramento Valley Limited Partnership & MODOC
RSA Limited & Redding MSA Limited Partnership (U-3004-C)

This is to provide the Commission with notice according to the provisions of General Order No. 159.A of the Public Utilities Commission of the State of California ("CPUC") for the project described in Attachment A.

A copy of this notification letter is also being provided to the appropriate local government agency for its information. Should there be any questions regarding this project, or if you disagree with any of the information contained herein, please contact Marie H. Ross of Verizon Wireless at (770) 797-1052.

Very truly yours,



Marie H. Ross
Verizon Wireless
Network Compliance

BOS CORRESPONDENCE C

Attachment A

CPUC CELL SITE REPORT Sacramento Valley Limited Partnership (U-3004-C)

1. PROJECT LOCATION: Wheatland - Mod

SITE NAME: Wheatland

SITE ADDRESS: 1326-A Oakley Lane

LOCATION: Wheatland, CA 95692

COUNTY: Yuba

APN: 15-180-106

COORDINATES: 38° 59' 45.25/121° 26' 30.90 (NAD83)

2. PROJECT DESCRIPTION:

Sacramento Valley Limited Partnership (U-3004-C) proposes to replace six (6) existing 850 antennas with three (3) new dual band 850/PCS-AWS antennas, and three (3) new LTE antenna antennas.

ANTENNAS: Six (6) panel antennas

TOWER DESIGN: Monopole

TOWER APPEARANCE: Monopole

TOWER HEIGHT: 152.3'

BUILDING SIZE: N/A

OTHER: N/A

Notification Letter
Sacramento Valley Limited Partnership (U-3004-C)
January 16, 2013
Page 3

3. BUSINESS ADDRESSES OF ALL LOCAL GOVERNMENT AGENCIES:

Cc: Wendy Hartman
Planning Director
County of Yuba
915 8th Street
Marysville, CA 95901

Hal Stocker
Board of Supervisors-Chairman
County of Yuba
915 8th Street
Marysville, CA 95901

Donna Stottlemeyer
Board of Supervisors-Clerk of the board of Supervisors
County of Yuba
915 8th Street
Marysville, CA 95901

4. LAND USE APPROVALS:

Type: Building Permit
Issued: 9/14/2012
Effective: 9/14/2012
Agency: Yuba County- Building Department
Permit No.: B12-0533
Resolution No.: N/A

THIS PAGE INTENTIONALLY LEFT BLANK

20 January 2013

46-13D

To Whom it may Concern:

RE: Upcoming Annual Events

Listed below are the Annual Community Events that I'm associated with and I would appreciate it if you would add them to your calendar of events so we don't have other events stepping on top of ours and likewise, we're not stepping on top of someone else's.

- 5 May 2013: Motorcycle Awareness Day: at Washington Square Park. A kickoff for May's Motorcycle Awareness Month. Free Poker Run & BBQ. 9AM - 4 PM. Music and Kids Games.
- 18 May 2013: Rockin on the Green: A Community Concert put on by the American Legion Linda Post #807. Local Bands, Food & Kids Games. 12-9 PM.
- 22 Jun 2013: Classic Car & Bike Show: Sponsored by TAMC and held in old part of Marysville. 8AM - 4 PM.
- 5 Oct 2013: Pink October Harley Ride: A kickoff fundraiser for Pink October sponsored by Guidera's Harley-Davidson. Guided motorcycle ride around the Sutter Buttes, includes Lunch Buffet at Colusa Casino Resort. 9AM - 4 PM.
- 7 Dec 2013: Original Yuba/Sutter Toy Run: Celebrating its 30th year of the Motorcycle Toy Run and of 'Putting miles of smiles' on the children of the local community at Christmas time. Starts at Yuba City Sam's Club 10 AM.

If you would like a Flyer on any of the above events, please let me know.

Thanking you in advance for your support,



Ken Trexler, CFO
MMA of California
Pink October Harley Ride
Original Yuba/Sutter Toy Run
ABATE of California, #33

BOS CORRESPONDENCE D

RECEIVED

JAN 24 2013

Clerk/Board of Supervisors